

City of Forks
Council Meeting Minutes Regular Session
City Council Chambers
June 8, 2026

Part 1 PLEDGE OF ALLEGIANCE AND CALL TO ORDER

0:06 Mayor Fletcher led the Pledge of Allegiance and then called the meeting to order at 7:30 p.m.

0:34 **ROLL CALL**

Council members present: Patel [present via Zoom], Kimball [present via Zoom], Soha, Gingell [arrived at 7:35 p.m.], Pearson, and Mayor Fletcher. Staff present: DePew, Clerk/Treasurer, Archer, Interim Attorney [present via Zoom], Hampton, Public Works Director, and Rowley, Police Chief. Absent: Fleck, Attorney/Planner.

MODIFICATIONS/APPROVAL OF AGENDA

0:54 Clerk/Treasurer DePew said values under Expenditures were updated, and passed out a revised agenda.

1:04 **Motion** to approve the agenda as modified by Soha, second Patel, motion carried.

PUBLIC COMMENT

1:22 Mayor Fletcher said there will be a public hearing on the Comprehensive Plan Update with Action Item 3, and any comments regarding the Update should be made at that time. He also said no public comment regarding Action Item 6 will be accepted.

3:02 Lissy Andros, Executive Director Forks Chamber of Commerce, said the summer baskets, planters, and other decorations look great, and reminded Council and others present the first Movie in the Park will be held June 27, at which National Treasure will be shown.

3:53 Linda McGinley read from a prepared statement regarding her displeasure with water main work along Merchant Road.

ACTION ITEMS

1. Council Meeting Minutes

6:12 **Motion** to approve minutes from the May 26, 2026 Regular Meeting by Soha, second Pearson, motion carried.

2. Expenditures

6:45 **Motion** to approve manual check 45787 in the amount of \$11,401.70, payroll checks 45788 through 45806 in the amount of \$148,244.44, claim checks 45807 through 45834 and EFTs as included in the total amount of \$74,286.55, and travel checks 3779 through 3785 in the amount of \$571.75, by Soha, second Gingell, motion carried.

3. Forks 2025-2045 Comprehensive Plan Update

- 8:39 Mayor Fletcher introduced the 2025-2045 Comprehensive Plan Update and provided background information.
- 11:17 Tom Beckwith, FAICP, with Beckwith Consulting Group explained formatting in the draft copy of the Update before Council, and that it would be cleaned up for the final version once it is adopted. He went on to explain some of the updates and contents.
- A. Public Hearing
- 13:34 Mayor Fletcher opened the public hearing at 7:43 p.m.
- There was no public comment.
- 13:57 Mayor Fletcher closed the public hearing at 7:44 p.m.
- B. Ordinance No. 689: Adopting the 2025-2045 Comprehensive Plan Update
- 14:10 Pearson said she would like more time to consider the Update and asked if action could be postponed until the next Regular Meeting.
- 14:53 **Motion** to postpone action on Ordinance No. 689 until the next Regular Meeting by Pearson, there was no second, motion died.
- 15:32 Interim Attorney Archer explained the implications of postponing adoption of the Update.
- 17:30 Mr. Beckwith added that delaying already late adoption of the Update could affect the City's application for an RCO grant for improvements to the playground at Tillicum Park.
- 19:30 **Motion** to adopt the 2025-2045 Comprehensive Plan update by Gingell, second Soha, motion carried.
- ### **4. Ordinance No. 690: Approval of the Ruble Rezone**
- 20:19 **Motion** to approve rezoning of the Ruble property by Soha, second Gingell.
- 20:40 Pearson recused herself and left Council chambers.
- 20:42 There was no discussion on the matter. The motion carried.
- 21:01 Pearson resumed her seat on the Council.
- ### **5. Ordinance No. 691: Approval of the Forks Municipal Airport Rezone**
- 21:11 **Motion** to approve rezoning of the Forks Municipal Airport by Soha, second Patel, motion carried.

21:35 6. Closed Record hearing on Appeal by Cora Sasticum of the Planning Commission's Approval of Conditional use Permit for Tom Tucker for Eight Unit Tiny Home Development—Small Inn to be constructed at 170 Sportsman Club Road

22:07 Pearson recused herself and left Council chambers.

22:44 Mayor Fletcher introduced the specifics of the matter and explained the process to follow.

23:44 Interim Attorney Archer reviewed quasi-judicial procedures and Council's role.

26:05 Interim Attorney Archer asked Council questions to ensure the appearance of fairness.

26:36 Patel declared he is also in the hospitality business, and wants to ensure no conflict of interest through his participation in this quasi-judicial proceeding.

27:16 Interim Attorney Archer said she did not think there was a conflict of interest, and gave Patel the option to recuse himself.

27:40 Patel said he would remain a part of the proceedings.

27:54 Interim Attorney Archer asked if anyone thought Patel should recuse himself. There was no response.

30:03 Mayor Fletcher opened the closed-record hearing, explaining the Conditional Use Permit granted by the Planning Commission and the appeal against it.

32:53 Appellant Cora Sasticum, owner of a neighboring property, read from a prepared statement.

38:03 Mayor Fletcher asked if Council had any questions for the Appellant. There was no response.

38:35 Applicant Tom Tucker said Ms. Sasticum had introduced new information in her statement.

38:53 Interim Attorney Archer said Ms. Sasticum's comments regarding wells were new information and beyond the scope of this evening's appeal, but that the information was included in the packet from the Planning Commission's hearing.

28:44 Mr. Tucker responded to several of Ms. Sasticum's comments.

40:15 Mayor Fletcher asked if Council had any questions for the Applicant.

42:15 Soha said occupancy for each unit should have been clarified as part of the Conditional Use Permit.

42:20 Mr. Tucker responded.

Interim Attorney Archer asked if the Appellant had a rebuttal to the Applicant's
43:21 comments.

44:56 Ms. Sasticum clarified her comments regarding occupancy and the sources of her information.

45:16 Mayor Fletcher closed the closed-record hearing.

Mayor Fletcher asked the public to leave Council chambers, and those present
45:54 via Zoom were sent to the "waiting room", so that Council could deliberate on the matter in a 10-minute closed session to begin at 8:20 p.m. and end at 8:30 p.m.

46:11 Mayor Fletcher resumed the Regular Meeting to extend the closed session by 10 minutes to begin at 8:30 p.m. and end at 8:40 p.m.

Part 2

0:01 Mayor Fletcher resumed the Regular Meeting. Some discussion regarding the next step ensued.

Part 3

0:33 **Motion** to remand the matter back to the Planning Commission for further review of the specific units to be utilized and whether the building code applies to the units by Soha, second Gingell, motion carried.

2:13 Interim Attorney Archer said this action by the Council has directed her to provide a written finding and decision to the Planning Commission.

4:10 **Motion** to authorize staff to prepare a written finding to the Planning Commission, which the Mayor will sign, by Soha, second Gingell, motion carried.

4:43 Pearson resumed her seat on the Council.

7. E Street Reconstruction Bid Award

5:22 Public Works Director Hampton introduced the bids received for the E Street Reconstruction Project.

5:57 **Motion** to award the E Street Reconstruction Project to Rognlin's, Inc., the lowest responsible bidder, by Soha, second Kimball, motion carried.

8. DOT Radar Speed Sign LOU Approval

6:56 **Motion** to authorize the Mayor and staff to execute the letter of understanding regarding installation of radar signs along Hwy 101 through Forks by Gingell, second Pearson, motion carried.

DISCUSSION ITEMS

1. Council Member Reports

8:00 **Council Member Pearson** said she has been busy working on the Whiskey, Women, and Wood event to be held on August 29 at the Roundhouse.

2. Staff Reports

10:22 **Public Works Director Hampton** said he is waiting on paperwork to apply for a grant for the wastewater treatment plant, and his crew is busy preparing for the 4th of July celebration.

11:06 **Police Chief Rowley** said he has been fielding complaints regarding panhandling. Some discussion ensued.

3. Mayor's Report

Mayor Fletcher said action on the interlocal agreement with the Hoh Tribe should have been on the agenda for this meeting, but that it will be on the agenda for the next meeting.

4. Executive Session

13:11 Mayor Fletcher said Council will break into Executive Session for 20 minutes, to begin at 9:00 p.m. and end at 9:20 p.m., to discuss the legal risks of a proposed action when public discussion could have adverse legal or financial consequences for the City.

Part 4

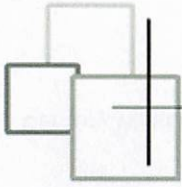
0:18 Mayor Fletcher resumed the Regular Meeting at 9:20 p.m.

5. ADJOURNMENT

0:19 **Motion** to adjourn by Soha, second Gingell, motion carried. Meeting adjourned at 9:21 p.m.

Tim Fletcher, Mayor

Caryn DePew, Clerk/Treasurer



Voucher Directory

Fiscal: : 2026 - June

Council Date: : 2026 - June - Second Council Date

Vendor	Number	Reference	Account Number	Description	Amount
AWC Employee Benefit					
	45854			2026 - June - Second Council Date	
		062026/AWC Leoff1			
			Leoff 1-Rice		
			001-000-000-521-20-41-15	Rice	\$1,057.10
		Total 062026/AWC Leoff1			\$1,057.10
	Total 45854				\$1,057.10
Total AWC Employee Benefit					\$1,057.10
Bruch and Bruch Construction, Inc.					
	45855			2026 - June - Second Council Date	
		2605053-IN			
			Bedding Sand		
			400-000-000-534-80-31-00	Operating Supplies	\$2,040.12
		Total 2605053-IN			\$2,040.12
	Total 45855				\$2,040.12
Total Bruch and Bruch Construction, Inc.					\$2,040.12
Carradine, Tim					
	45856			2026 - June - Second Council Date	
		7809			
			IT Services		
			001-000-000-514-23-48-02	Computer Repair	\$503.61
			001-000-000-514-23-48-02	Computer Repair	\$42.35
			001-000-000-521-20-48-28	Computer Repair	\$47.24

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-523-61-48-17	Computer Repair	\$43.98
			101-000-000-542-31-48-41	Computer Repair	\$13.03
			400-000-000-534-80-48-41	Computer Repair	\$105.89
			400-000-000-534-80-48-41	Computer Repair	\$820.69
			402-000-000-535-80-48-01	Computer Repair	\$279.78
			402-000-000-535-80-48-01	Computer Repair	\$40.73
			410-000-000-546-10-41-00	Professional Services	\$32.58
			410-000-000-546-10-41-00	Professional Services	\$261.13
			410-000-000-552-50-48-02	Computer Repair	\$108.60
		Total 7809			\$2,299.61
		7810			
			IT Services		
			001-000-000-521-20-48-28	Computer Repair	\$312.23
			001-000-000-523-61-48-17	Computer Repair	\$312.22
		Total 7810			\$624.45
		7845			
			Desktop AP/PR		
			001-000-000-514-23-31-00	Operating Supplies	\$183.53
			001-000-000-521-20-31-00	Operating Supplies	\$204.71
			001-000-000-523-61-31-00	Operating Supplies	\$190.59
			101-000-000-542-31-31-00	Operating Supplies	\$56.47
			400-000-000-534-80-31-00	Operating Supplies	\$458.84
			402-000-000-535-80-31-00	Operating Supplies	\$176.48
			410-000-000-546-10-31-00	Operating Supplies	\$141.18
		Total 7845			\$1,411.80
		Total 45856			\$4,335.86
Total Carradine, Tim					\$4,335.86
Century West Engineering Corp.					
	45857				
			2026 - June - Second Council Date		
		252083			
			Runway Rehab		
			412-000-000-594-46-63-01	Runway Improvements	\$11,345.21
		Total 252083			\$11,345.21

Vendor	Number	Reference	Account Number	Description	Amount
	Total 45857				\$11,345.21
Total Century West Engineering Corp.					\$11,345.21
Centurylink					
	45858			2026 - June - Second Council Date	
		062026/Centurylink			
			Telephones		
			001-000-000-514-23-42-00	Communications	\$139.54
			001-000-000-521-20-42-00	Communication	\$37.26
			001-000-000-523-61-42-00	Communication	\$37.26
			400-000-000-534-80-42-00	Communication	\$214.29
			402-000-000-535-80-42-00	Communication	\$243.33
			410-000-000-546-10-42-00	Communication	\$69.77
		Total 062026/Centurylink			\$741.45
	Total 45858				\$741.45
Total Centurylink					\$741.45
CenturyLink Business Services					
	45859			2026 - June - Second Council Date	
		788396800			
			Broadband		
			001-000-000-514-23-42-00	Communications	\$43.94
			400-000-000-534-80-42-00	Communication	\$69.05
			402-000-000-535-80-42-00	Communication	\$25.11
			410-000-000-546-10-42-00	Communication	\$18.83
			410-000-000-552-50-42-00	Communication	\$470.84
		Total 788396800			\$627.77
	Total 45859				\$627.77
Total CenturyLink Business Services					\$627.77
City of Forks					
	45860			2026 - June - Second Council Date	
		062026/CoF			
			RAC Cleaning-Lions Club		

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-582-10-03-00	RAC - Security Deposits	\$90.00
		Total 062026/CoF			\$90.00
	Total 45860				\$90.00
Total City of Forks					\$90.00
Coast Controls & Automation, Inc					
	45861			2026 - June - Second Council Date	
		00026236			
			Annual Meter Calibration		
			402-000-000-535-80-41-00	Professional Services	\$705.90
		Total 00026236			\$705.90
		00026237			
			Annual Meter Calibration		
			400-000-000-534-80-41-00	Professional Services	\$705.90
		Total 00026237			\$705.90
	Total 45861				\$1,411.80
Total Coast Controls & Automation, Inc					\$1,411.80
Curtis Blue Line					
	45862			2026 - June - Second Council Date	
		INV1048324			
			Tyree Duty Gear		
			001-000-000-521-20-14-06	Uniforms- Tyree	\$186.79
		Total INV1048324			\$186.79
	Total 45862				\$186.79
Total Curtis Blue Line					\$186.79
Decker City Hardware Inc					
	45863			2026 - June - Second Council Date	
		062026/CIT001			
			Supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$9.95
			001-000-000-521-20-31-00	Operating Supplies	\$2.16
			001-000-000-521-20-31-27	Ammunition, Targets	\$27.13

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-521-20-31-27	Ammunition, Targets	\$6.51
			001-000-000-521-20-48-00	Repair & Maintenance	\$80.75
			001-000-000-576-80-31-00	Operating Supplies	\$16.39
			001-000-000-576-80-31-75	Janitorial Cleaning Supplies	\$9.29
			001-000-000-576-80-48-00	Repair & Maintenance	\$119.54
			101-000-000-542-31-31-67	Street Signs	\$23.40
			140-000-000-557-30-49-00	Misc.	\$25.48
			150-000-000-547-10-31-45	Janitorial Cleaning Supplies	\$9.28
			400-000-000-534-80-31-00	Operating Supplies	\$16.22
			400-000-000-534-80-31-00	Operating Supplies	\$27.14
			400-000-000-534-80-31-41	Tools	\$48.94
			402-000-000-535-80-31-00	Operating Supplies	\$41.39
			402-000-000-535-80-31-00	Operating Supplies	\$5.53
			402-000-000-535-80-31-00	Operating Supplies	\$44.90
			402-000-000-535-80-31-00	Operating Supplies	\$22.00
			410-000-000-546-10-31-00	Operating Supplies	\$5.16
		Total 062026/CIT001			\$541.16
	Total 45863				\$541.16
Total Decker City Hardware Inc					\$541.16

Enterprise FM Trust

06202026/Enterprise EFT

2026 - June - Second Council Date

06202026/Enterprise

Vehicle Leases

001-000-000-594-14-66-03	2020 Nissan Rogue	\$30.45
001-000-000-594-76-66-01	2020 Toyota Tacoma 71023D-GL	\$52.97
101-000-000-594-42-66-06	2020 Ford F550	\$305.50
101-000-000-594-42-66-06	2020 Ford F550	\$105.94
101-000-000-594-42-66-07	2020 Toyota Tacoma 71021D - JC	\$52.99
400-000-000-594-34-66-03	2020 Nissan Rogue	\$49.68
400-000-000-594-34-66-04	2020 Toyota Tacoma 71022D - MH	\$529.60
400-000-000-594-34-66-05	2020 Toyota Tacoma 71023D - GL	\$370.78
400-000-000-594-34-66-06	2020 Ford F550	\$712.83
400-000-000-594-34-66-09	2021 Toyota Tacoma 71784D - PH	\$73.04

Vendor	Number	Reference	Account Number	Description	Amount
			400-000-000-594-34-66-10	2020 Toyota Tacoma 710210D - JC	\$105.94
			402-000-000-594-35-66-03	2020 Nissan Rogue	\$16.94
			402-000-000-594-35-66-04	2020 Toyota Tacoma 71021D - JC	\$264.84
			402-000-000-594-35-66-05	2022 Toyota Tacoma 72745D - SG	\$766.19
			410-000-000-594-52-66-03	2020 Nissan Rogue	\$15.81
			410-000-000-594-52-66-04	2020 Toyota Tacoma 741021D - JC	\$105.94
		Total 06202026/Enterprise			\$3,559.44
		Total 06202026/Enterprise EFT			\$3,559.44
Total Enterprise FM Trust					\$3,559.44
Ferguson Enterprises, Inc.					
	45864			2026 - June - Second Council Date	
		0120732			
			Parts		
			400-000-000-534-80-31-00	Operating Supplies	\$615.00
		Total 0120732			\$615.00
		0120833			
			Parts		
			400-000-000-534-80-31-00	Operating Supplies	\$1,010.72
		Total 0120833			\$1,010.72
	Total 45864				\$1,625.72
Total Ferguson Enterprises, Inc.					\$1,625.72
Flynn BEC LP					
	45865			2026 - June - Second Council Date	
		155416A			
			ICN Roof Repairs-50% of Retainage		
			304-000-000-594-13-60-21	ICN Upgrades	\$225.40
		Total 155416A			\$225.40
	Total 45865				\$225.40
Total Flynn BEC LP					\$225.40
Forks Chamber Of Commerce					
	45866			2026 - June - Second Council Date	

Vendor	Number	Reference	Account Number	Description	Amount
		2026-5030			
			2026 LT Award		
			140-000-000-557-30-49-04	Chamber - VIC	\$57,400.68
		Total 2026-5030			\$57,400.68
	Total 45866				\$57,400.68
Total Forks Chamber Of Commerce					\$57,400.68

Forks Outfitters, Inc

45867

2026 - June - Second Council Date

062026/Outfitters

Supplies-Acct. #16

001-000-000-514-23-31-00	Operating Supplies	\$4.32
001-000-000-521-20-48-00	Repair & Maintenance	\$20.83
001-000-000-554-31-48-00	Repair & Maintenance	\$7.49
001-000-000-554-31-48-00	Repair & Maintenance	\$7.49
001-000-000-576-80-31-00	Operating Supplies	\$6.51
001-000-000-576-80-31-00	Operating Supplies	\$30.39
001-000-000-576-80-31-00	Operating Supplies	\$7.78
001-000-000-576-80-31-00	Operating Supplies	\$21.69
001-000-000-576-80-31-00	Operating Supplies	\$38.97
140-000-000-557-30-49-00	Misc.	\$120.38
140-000-000-557-30-49-00	Misc.	\$251.80
140-000-000-557-30-49-00	Misc.	\$10.85
140-000-000-557-30-49-00	Misc.	\$57.57
140-000-000-557-30-49-00	Misc.	\$221.85
140-000-000-557-30-49-00	Misc.	\$95.44
140-000-000-557-30-49-00	Misc.	\$47.76
140-000-000-557-30-49-00	Misc.	\$30.76
400-000-000-534-80-31-00	Operating Supplies	\$59.72
400-000-000-534-80-31-00	Operating Supplies	\$54.19
400-000-000-534-80-31-00	Operating Supplies	\$51.66
400-000-000-534-80-31-00	Operating Supplies	\$8.67
400-000-000-534-80-31-00	Operating Supplies	\$28.16
400-000-000-534-80-31-00	Operating Supplies	\$29.31

Vendor	Number	Reference	Account Number	Description	Amount
			400-000-000-534-80-31-00	Operating Supplies	\$77.06
			400-000-000-534-80-31-00	Operating Supplies	\$21.69
			400-000-000-534-80-31-00	Operating Supplies	\$34.73
			400-000-000-534-80-31-00	Operating Supplies	\$229.12
			400-000-000-534-80-31-00	Operating Supplies	\$190.03
			400-000-000-534-80-31-00	Operating Supplies	\$70.83
			400-000-000-534-80-31-00	Operating Supplies	\$27.77
			400-000-000-534-80-31-00	Operating Supplies	\$13.02
			402-000-000-535-80-31-00	Operating Supplies	\$19.09
			402-000-000-535-80-31-00	Operating Supplies	\$38.64
			402-000-000-535-80-31-00	Operating Supplies	\$97.73
		Total 062026/Outfitters			\$2,033.30
	Total 45867				\$2,033.30
Total Forks Outfitters, Inc					\$2,033.30
Foster, Skyler					
	45868			2026 - June - Second Council Date	
		062026/Lions Deposit Refund			
			RAC Deposit Refund		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$410.00
		Total 062026/Lions Deposit Refund			\$410.00
		062026/Lions Rent Refund			
			RAC Rent Refund		
			410-000-000-575-50-49-00	Misc.	\$480.00
		Total 062026/Lions Rent Refund			\$480.00
	Total 45868				\$890.00
Total Foster, Skyler					\$890.00
Guadalupe Silva					
	45869			2026 - June - Second Council Date	
		062026/Silva Refund			
			RAC Deposit Refund- Event Cancelled		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$500.00
		Total 062026/Silva Refund			\$500.00

Vendor	Number	Reference	Account Number	Description	Amount
	Total 45869				\$500.00
Total Guadalupe Silva					\$500.00
Inslee Best					
	45870			2026 - June - Second Council Date	
		456218			
			Leagal Services		
			001-000-000-515-31-41-00	Professional Services	\$303.33
			001-000-000-558-50-41-00	Professional Services	\$151.67
			001-000-000-558-61-41-00	Professional Services	\$5,818.34
			410-000-000-552-10-41-00	Professional Services	\$911.25
			412-000-000-546-10-41-00	Professional Services	\$160.41
		Total 456218			\$7,345.00
	Total 45870				\$7,345.00
Total Inslee Best					\$7,345.00
Jerry's Small Engines					
	45871			2026 - June - Second Council Date	
		062026/Jerry's			
			Supplies		
			101-000-000-542-31-31-00	Operating Supplies	\$29.27
			101-000-000-542-31-31-00	Operating Supplies	\$90.49
			402-000-000-535-80-31-00	Operating Supplies	\$38.88
		Total 062026/Jerry's			\$158.64
	Total 45871				\$158.64
Total Jerry's Small Engines					\$158.64
Lemay Mobile Shredding					
	45872			2026 - June - Second Council Date	
		1933195S185			
			Shredding		
			001-000-000-521-20-47-18	Refuse	\$19.98
			400-000-000-534-80-47-18	Refuse	\$19.97
		Total 1933195S185			\$39.95

Vendor	Number	Reference	Account Number	Description	Amount
	Total 45872				\$39.95
Total Lemay Mobile Shredding					\$39.95
PetroCard					
	45873			2026 - June - Second Council Date	
		C047886			
			Fuel		
			400-000-000-534-80-32-00	Fuel	\$102.76
		Total C047886			\$102.76
	Total 45873				\$102.76
Total PetroCard					\$102.76
Piecemakers Quilt Club					
	45874			2026 - June - Second Council Date	
		062026/Piecemakers			
			2026 LT Award		
			140-000-000-557-30-49-08	Piecemakers	\$10,433.51
		Total 062026/Piecemakers			\$10,433.51
	Total 45874				\$10,433.51
Total Piecemakers Quilt Club					\$10,433.51
Postmaster - Trust Acct					
	45875			2026 - June - Second Council Date	
		062026/Postmaster			
			Postage		
			400-000-000-534-80-42-41	Postage	\$450.00
			402-000-000-535-80-42-51	Postage	\$150.00
		Total 062026/Postmaster			\$600.00
	Total 45875				\$600.00
Total Postmaster - Trust Acct					\$600.00
Primarius Elevator					
	45876			2026 - June - Second Council Date	
		13463			

Vendor	Number	Reference	Account Number	Description	Amount
			Quarterly Maint. Plan		
			001-000-000-514-23-41-00	Professional Services	\$42.32
			001-000-000-521-20-41-00	Professional Services	\$47.24
			001-000-000-523-61-41-00	Professional Services	\$43.98
			101-000-000-542-31-41-00	Professional Services	\$13.03
			400-000-000-534-80-41-00	Professional Services	\$105.90
			402-000-000-535-80-41-00	Professional Services	\$40.74
			410-000-000-546-10-41-00	Professional Services	\$32.59
		Total 13463			\$325.80
	Total 45876				\$325.80
Total Primarius Elevator					\$325.80
Public Safety Psychological Services					
	45877		2026 - June - Second Council Date		
		7066			
			Tyree Psychological		
			001-000-000-521-20-41-00	Professional Services	\$450.00
		Total 7066			\$450.00
	Total 45877				\$450.00
Total Public Safety Psychological Services					\$450.00
Quadient Finance USA, Inc					
	45878		2026 - June - Second Council Date		
		062026/Quadient			
			Postage		
			001-000-000-515-31-42-00	Communications	\$14.44
			001-000-000-521-20-42-41	Postage	\$13.42
			001-000-000-558-61-42-41	Postage	\$81.40
			400-000-000-534-80-42-41	Postage	\$290.74
		Total 062026/Quadient			\$400.00
	Total 45878				\$400.00
Total Quadient Finance USA, Inc					\$400.00
Quadient Leasing USA, Inc.					

Vendor	Number	Reference	Account Number	Description	Amount
	45879			2026 - June - Second Council Date	
		Q2409361			
			Q2 Postage Machine Lease		
			001-000-000-514-23-42-00	Communications	\$111.59
			400-000-000-534-80-42-00	Communication	\$181.85
			402-000-000-535-80-42-00	Communication	\$61.99
			410-000-000-546-10-42-00	Communication	\$57.86
		Total Q2409361			\$413.29
	Total 45879				\$413.29
Total Quadient Leasing USA, Inc.					\$413.29
Rain Paint LLC					
	45880			2026 - June - Second Council Date	
		RP-2026-002			
			Ind. Park Insulation Minus Retainage		
			410-000-000-594-59-60-01	Industrial Park Upgrades	\$37,891.59
		Total RP-2026-002			\$37,891.59
	Total 45880				\$37,891.59
Total Rain Paint LLC					\$37,891.59
Rainforest Council for the Arts					
	45881			2026 - June - Second Council Date	
		062026/Rainforest LT			
			2026 LT Award		
			140-000-000-557-30-49-07	Rainforest Council for the Arts	\$3,318.55
		Total 062026/Rainforest LT			\$3,318.55
	Total 45881				\$3,318.55
Total Rainforest Council for the Arts					\$3,318.55
RC Anderson Enterprises LLC					
	45882			2026 - June - Second Council Date	
		1556			
			John Deere Repair		
			410-000-000-546-10-48-68	Batwing Mower (both airports)	\$491.70

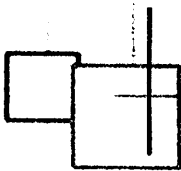
Vendor	Number	Reference	Account Number	Description	Amount
		Total 1556			\$491.70
	Total 45882				\$491.70
Total RC Anderson Enterprises LLC					\$491.70
Rusty Gate Nursery					
	45883			2026 - June - Second Council Date	
		062026/Rusty Gate			
			Supplies		
			001-000-000-576-80-31-00	Operating Supplies	\$81.45
			400-000-000-534-80-31-00	Operating Supplies	\$27.69
			400-000-000-534-80-31-00	Operating Supplies	\$39.10
		Total 062026/Rusty Gate			\$148.24
	Total 45883				\$148.24
Total Rusty Gate Nursery					\$148.24
Sierra Santa Fe Corporation					
	45884			2026 - June - Second Council Date	
		918B			
			Chip Seal Project Retainage		
			301-000-000-595-30-00-09	TIB Red Town Initiative	\$81,433.13
		Total 918B			\$81,433.13
	Total 45884				\$81,433.13
Total Sierra Santa Fe Corporation					\$81,433.13
Skillings					
	45885			2026 - June - Second Council Date	
		25269			
			King's Ranch Culvert		
			101-000-000-595-40-00-00	Culverts	\$17,906.25
		Total 25269			\$17,906.25
	Total 45885				\$17,906.25
Total Skillings					\$17,906.25
Sound Publishing, Inc					

Vendor	Number	Reference	Account Number	Description	Amount
	45886		2026 - June - Second Council Date		
		8195654			
			Advertising		
			001-000-000-558-61-41-01	Advertising	\$579.18
			140-000-000-557-30-49-00	Misc.	\$1,000.00
			301-000-000-595-30-00-08	TIB E Street	\$126.08
		Total 8195654			\$1,705.26
		8195967			
			Seasonal Position		
			101-000-000-542-31-41-01	Advertising	\$85.50
			400-000-000-534-80-44-00	Advertising	\$28.50
		Total 8195967			\$114.00
	Total 45886				\$1,819.26
Total Sound Publishing, Inc					\$1,819.26
Tru Colors Contracting Inc.					
	45887		2026 - June - Second Council Date		
		9439B			
			Shelter Gutter Repace. 50% of Retainage		
			304-000-000-594-13-60-20	City Hall Improvements	\$560.16
		Total 9439B			\$560.16
	Total 45887				\$560.16
Total Tru Colors Contracting Inc.					\$560.16
Unum					
	45888		2026 - June - Second Council Date		
		062026/Unum			
			Leoff 1 LTC Insurance		
			001-000-000-521-20-41-15	Rice	\$188.70
		Total 062026/Unum			\$188.70
	Total 45888				\$188.70
Total Unum					\$188.70
USDA					

Vendor	Number	Reference	Account Number	Description	Amount
	45889			2026 - June - Second Council Date	
		06242026/USDA			
			Loan Payment		
			400-000-000-591-34-70-01	USDA Water Tank Loan Principal	\$2,727.00
			400-000-000-592-34-80-01	USDA Water Tank Loan Interest	\$3,073.00
		Total 06242026/USDA			\$5,800.00
	Total 45889				\$5,800.00
Total USDA					\$5,800.00
Verizon Wireless, Bellevue					
	45890			2026 - June - Second Council Date	
		6145409977			
			Cellular Service		
			001-000-000-511-61-42-00	Communication	(\$20.62)
			001-000-000-521-20-42-00	Communication	\$306.96
			001-000-000-523-61-42-00	Communication	\$39.23
			400-000-000-534-80-42-00	Communication	\$433.70
			402-000-000-535-80-42-00	Communication	\$39.23
		Total 6145409977			\$798.50
	Total 45890				\$798.50
Total Verizon Wireless, Bellevue					\$798.50
WA Department Of Transportation					
	45891			2026 - June - Second Council Date	
		FB190000111261			
			Fuel		
			001-000-000-521-20-32-00	Fuel/oil	\$1,167.48
		Total FB190000111261			\$1,167.48
		FB910000011261			
			Fuel		
			001-000-000-521-20-32-00	Fuel/oil	\$340.10
			001-000-000-558-50-32-00	Fuel/oil	\$20.62
			001-000-000-576-80-32-00	Fuel	\$13.10
			101-000-000-542-31-32-00	Fuel	\$238.20

Vendor	Number	Reference	Account Number	Description	Amount
			400-000-000-534-80-32-00	Fuel	\$593.63
			402-000-000-535-80-32-00	Fuel	\$35.76
		Total FB910000011261			\$1,241.41
	Total 45891				\$2,408.89
Total WA Department Of Transportation					\$2,408.89
WA State Patrol					
	45892			2026 - June - Second Council Date	
		00186739			
			Access 1st Q 2026		
			001-000-000-521-20-42-12	Access	\$300.00
			001-000-000-523-61-42-12	Access	\$300.00
		Total 00186739			\$600.00
	Total 45892				\$600.00
Total WA State Patrol					\$600.00
West Coast Mechanical Solutions					
	45853			2026 - June - Second Council Date	
		22788B			
			ICN Roof Repair-50% of Retainage		
			304-000-000-594-13-60-21	ICN Upgrades	\$228.90
		Total 22788B			\$228.90
	Total 45853				\$228.90
	45893			2026 - June - Second Council Date	
		22788			
			ICN Roof Repairs Less Retainage		
			304-000-000-594-13-60-21	ICN Upgrades	\$4,513.91
		Total 22788			\$4,513.91
		22789			
			HVAC Upgrades		
			410-000-000-594-73-62-02	ICN	\$3,905.32
		Total 22789			\$3,905.32
		22797			
			Court HVAC Repairs		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-512-52-48-00	Repairs & Maintenance	\$4,193.05
		Total 22797			\$4,193.05
	Total 45893				\$12,612.28
Total West Coast Mechanical Solutions					\$12,841.18
Whitehead's Auto Parts					
45894				2026 - June - Second Council Date	
		062026/Whitehead's			
		Supplies			
			101-000-000-542-31-31-00	Operating Supplies	\$83.42
			400-000-000-534-80-31-00	Operating Supplies	\$34.27
			400-000-000-534-80-31-00	Operating Supplies	\$47.55
			400-000-000-534-80-48-42	Case Back-Hoe	\$73.17
			402-000-000-535-80-31-00	Operating Supplies	\$29.95
		Total 062026/Whitehead's			\$268.36
	Total 45894				\$268.36
Total Whitehead's Auto Parts					\$268.36
Grand Total		Vendor Count	42		\$275,355.26



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2026 - June - Second Council Date

001	General Fund	\$18,449.92
101	Street	\$19,003.49
140	Lodging Tax Fund	\$73,014.63
150	Transit Center Fund	\$9.28
301	Street Projects	\$81,559.21
304	Capital Improvement	\$5,528.37
400	Water	\$17,099.46
402	Sewer	\$3,185.13
410	Airport/Industrial Park	\$46,000.15
412	Quillayute Airport	\$11,505.62
	Count: 10	\$275,355.26

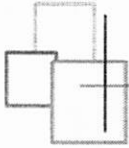
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a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

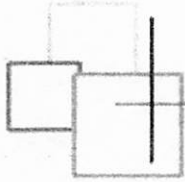
Date: _____

Auditing Committee



Register

<u>Number</u>	<u>Name</u>	<u>Fiscal Description</u>	<u>Amount</u>
<u>45835</u>	AFLAC Remittance Processing	2026 - June - Second Council Date	\$21.00
<u>45836</u>	AWC Employee Benefit Trust	2026 - June - Second Council Date	\$375.00
<u>45837</u>	AWC Life Ins - Supplemental	2026 - June - Second Council Date	\$37.10
<u>45838</u>	City of Forks	2026 - June - Second Council Date	\$20.00
<u>45839</u>	Department of Employment Security	2026 - June - Second Council Date	\$155.26
<u>45840</u>	Dept of Labor & Industry	2026 - June - Second Council Date	\$2,205.35
<u>45841</u>	Dept of Retirement - Def Comp	2026 - June - Second Council Date	\$608.32
<u>45842</u>	Dept of Retirement - Def Comp - Roth	2026 - June - Second Council Date	\$60.38
<u>45843</u>	Dept of Retirement Systems-LEOFF	2026 - June - Second Council Date	\$2,380.30
<u>45844</u>	Dept of Retirement Systems-PERS 2	2026 - June - Second Council Date	\$4,256.50
<u>45845</u>	Dept of Retirement Systems-PERS 3	2026 - June - Second Council Date	\$610.12
<u>45846</u>	Dept of Retirement Systems-PSERS	2026 - June - Second Council Date	\$1,879.59
<u>45847</u>	EFTPS	2026 - June - Second Council Date	\$17,692.76
<u>45848</u>	Employment Security Dept - PFML	2026 - June - Second Council Date	\$626.54
<u>45849</u>	Teamsters Local 589	2026 - June - Second Council Date	\$330.00
<u>45850</u>	United Way	2026 - June - Second Council Date	\$38.00
<u>45851</u>	WA Cares	2026 - June - Second Council Date	\$324.76
<u>45852</u>	Washington State Support Registry	2026 - June - Second Council Date	\$317.00
<u>Direct Deposit Run - 6/18/2026</u>	Payroll Vendor	2026 - June - Second Council Date	\$57,860.30
			\$89,798.28



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2026 - June - Second Council Date

Fund Number	Description	Amount
001	General Fund	\$53,239.16
101	Street	\$4,762.61
140	Lodging Tax Fund	\$539.60
150	Transit Center Fund	\$209.09
400	Water	\$19,680.72
402	Sewer	\$7,761.37
410	Airport/Industrial Park	\$3,605.73
	Count: 7	\$89,798.28

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
ORDINANCE NO. 692**

An ordinance authorizing a temporary interfund loan
from the General Fund to the Quillayute Airport Fund

WHEREAS, the City was awarded grants from the FAA and WSDOT-A for pavement rehabilitation and vehicle gate improvements at the Quillayute Airport;

WHEREAS, payments to contractors are expected to exceed the available balance in the Quillayute Airport Fund while the City awaits reimbursement from the FAA and WSDOT-A;

WHEREAS, an interfund loan is necessary to prevent the Quillayute Airport Fund from carrying a negative fund balance;

WHEREAS, the proposed loan from the General Fund to the Quillayute Airport Fund shall not exceed \$1,296,000, with repayment to be made from awarded grant funds expected to be received no later than December 31, 2026;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FORKS DO ORDAIN AS FOLLOWS:

Section 1. Recitals Adopted. The recitals set forth above are hereby adopted by the City Council as findings in support of this ordinance.

Section 2. Interfund Loan Authorized. The City Council hereby authorizes a temporary interfund loan subject to the following terms and conditions:

- (a) **Loan amount and source.** An interfund loan in an amount not to exceed \$1,296,000 is approved from the General Fund to the Quillayute Airport Fund.
- (b) **Interest rate.** The Quillayute Airport Fund shall pay interest on the loan at 3.67%, consistent with the current Local Government Investment Pool rate.
- (c) **Temporary loan.** The loan shall be considered temporary and shall not constitute a permanent diversion of funds.
- (d) **Repayment period.** The loan period shall be six months, with payment of principal and interest due on or before the end of the year.
- (e) **Extension.** The loan period may be extended for up to 60 additional days if the City has not been authorized to release retainage.

Section 3. Effective Date. This ordinance shall take effect five (5) days after posting and publication as required by law.

PASSED by the Forks City Council at its regular meeting on ___ day of _____, 2026 and
APPROVED by the Mayor.

Joe Soha, Mayor Pro Tem

Authenticated and Attested to:

Caryn DePew, Clerk/Treasurer

Approved as to Form:

William R. Fleck, Attorney/Planner

Local Government Investment Pool
Statement of Account for No: 00800
Primary Account
May 2026

CLERK TREASURER
CITY OF FORKS
500 EAST DIVISION ST.
FORKS, WA 98331-8618

Date	Description	Comment	Deposits	Withdrawals	Balance
05/01/2026	Beginning Balance				2,640,923.56
05/31/2026	Month End Balance				2,640,923.56
	May Earnings	Daily Factor Earnings	8,231.74		
	Net Ending Balance				2,649,155.30

Account Summary

Beginning Balance:	2,640,923.56	Gross Earnings:	8,239.32
Deposits:	0.00	Administrative Fee:	7.58
Withdrawals:	0.00	Net Earnings:	8,231.74
Month End Balance:	2,640,923.56		
Administrative Fee Rate:	0.0034 %	Net Ending Balance:	2,649,155.30
Gross Earnings Rate:	3.6734 %		
Net Earnings Rate:	3.6700 %	Average Daily Balance:	2,640,923.56

**CITY OF FORKS
ORDINANCE NO. 693**

**An ordinance amending the 2026 budget to authorize additional receipts and expenditures
for the
Quillayute Airport Fund**

WHEREAS, the City Council adopted Ordinance No. 686 establishing the City's annual budget for its various funds for 2026; and

WHEREAS, additional revenues and expenditures are needed for the Quillayute Airport Pavement Rehabilitation and Vehicle Gate Project; and

WHEREAS, the Federal Aviation Administration and the Washington State Department of Transportation Aviation Division have awarded grants for the project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FORKS DO ORDAIN AS FOLLOWS:

SECTION 1. Adjustment Request. The budget adjustment request is attached as Exhibit A. Exhibit A identifies the specific revenue and expenditure changes authorized by this ordinance.

SECTION 2. Budget Amendment. Ordinance No. 686, adopted on 22 December 2025 and establishing the City's 2026 budget, is amended for the Quillayute Airport Fund as follows:

- **Fund amended:** Quillayute Airport Fund.
- **Increase authorized:** Receipts and disbursements are increased by \$601,793.
- **Resulting 2026 budget:** The Quillayute Airport Fund budget is increased to \$1,436,793.

SECTION 3. Effective Date. This ordinance shall take effect five (5) days after posting and publication as required by law.

PASSED by the Forks City Council at its regular meeting on ____ day of _____, 2026 and
APPROVED by the Mayor.

Joe Soha, Mayor Pro Tem

Authenticated and Attested to:

Caryn DePew, Clerk/Treasurer

Approved as to Form:

William R. Fleck, Attorney/Planner



EXHIBIT A
2026 Budget Amendment

Quillayute Airport Fund: Revenue

Revenues come from misc. revenues, rents, and timber sales at the Quillayute Airport.

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Amendment</u>
Beginning Cash	\$4,000	\$0	\$42,000	\$76,500	\$131,500	\$70,717
Misc. Revenues/Rents	\$13,000	\$13,000	\$3,500	\$3,500	\$3,500	\$3,500
Federal Grant Funds	\$450,000	\$487,000	\$375,656	\$360,000	\$700,000	\$1,296,109
Federal Grant Funds (previous year)	\$0	\$0	\$0	\$0	\$0	\$66,467
Loan Proceeds	\$0	\$0	\$0	\$0	\$0	
Total	\$467,000	\$500,000	\$421,156	\$440,000	\$835,000	\$1,436,793

Quillayute Airport Fund: Expense

Account Number **412 000 000 546**
 Description **Quillayute Airport Fund**

Revenue Source **Quillayute Airport Fund**
 Rents & Beginning Fund Balance

Manager **Rod Fleck**

		<u>Amendment</u>
2026 Budget:		
Salaries	\$0	
Benefits	\$0	
Supplies	\$300	\$300
Professional Services	\$5,000	\$5,000
Utilities	\$3,500	\$3,500
Insurance	\$14,000	\$14,000
All Other Charges	\$1,500	\$1,500
Airport FAA Hangar/Runway	\$638,050	\$1,296,109
Grant Match	\$122,650	\$66,384
Capital	\$50,000	\$50,000
Total	\$835,000	\$1,436,793



CENTURY WEST ENGINEERING
GRANT FUNDING PROGRAM COSTS

City of Forks

QUILLAYUTE AIRPORT
PAVEMENT REHABILITATION & VEHICLE GATE

August, 2025

FY2025 Grant Funding

Project Costs		Companion Grant Split		FAA (95%)		Sponsor Match (5%)	
		AIP - Grant 012 (73% of total)	BIL - Grant 013 (27% of total)	AIP - Grant 012 (73% of total FAA)	BIL - Grant 013 (27% of total FAA)	AIP - Grant 012 (73% of total Sponsor)	BIL - Grant 013 (27% of total Sponsor)
Independent Fee Estimate	\$ 3,500.00	\$ 2,560.98	\$ 939.02	\$ 2,432.93	\$ 892.07	\$ 128.05	\$ 46.95
Administrative Costs <i>(permitting, bid ad, etc.)</i>	\$ 9,195.00	\$ 6,728.05	\$ 2,466.95	\$ 6,391.65	\$ 2,343.60	\$ 336.40	\$ 123.35
Pavement Rehab & Gate Design <i>(estimated Century West fee)</i>	\$ 262,995.00	\$ 192,435.37	\$ 70,559.63	\$ 182,813.60	\$ 67,031.65	\$ 9,621.77	\$ 3,527.98
Construction Mobilization	\$ 155,889.00	\$ 114,065.12	\$ 41,823.88	\$ 108,361.87	\$ 39,732.68	\$ 5,703.26	\$ 2,091.19
TOTAL FY25 GRANT COSTS	\$ 315,789.51	\$ 115,789.49		\$ 300,000.00	\$ 110,000.00	\$ 15,789.48	\$ 5,789.47
TOTAL PROJECT COSTS		\$431,579.00		\$410,000.00		\$21,579.00	

FAA Funds Available*		FAA Companion Grant Applications	
AIP NPEs =	\$ 300,000.00	AIP (Grant 012) =	\$ 300,000.00 73%
IJA =	\$ 110,000.00	BIL (Grant 013) =	\$ 110,000.00 27%
Total FAA funds available =	\$ 410,000.00	Total FAA funds =	\$ 410,000.00

*Use all IJA and NPE funds available.



CENTURY WEST ENGINEERING
GRANT FUNDING PROGRAM COSTS

City of Forks

QUILLAYUTE AIRPORT
FY2026 GRANT FUNDING

April, 2026

TERMINAL AND HANGAR REHABILITATION - DESIGN PHASE

Project Costs		FAA (95%)	Sponsor Match (5%)
SHKS Architects Design Fee	\$ 115,795.00	\$ 110,005.25	\$ 5,789.75
City Administrative Costs <i>(permitting, bid ad, etc.)</i>	\$ 3,153.00	\$ 2,995.35	\$ 157.65
TOTAL FY26 GRANT COSTS	\$ 118,948.00	\$ 113,000.00	\$ 5,948.00

Balance
for 2026

40,868



CENTURY WEST ENGINEERING
GRANT FUNDING PROGRAM COSTS

City of Forks

QUILLAYUTE AIRPORT
FY2026 GRANT FUNDING

June, 2026

PAVEMENT REHABILITATION & VEHICLE GATE - PHASE 2 CONSTRUCTION

Project Costs		FAA (95%)	WSDOT (2.5%)	Sponsor Match (2.5%)
Construction Management <i>(CWE fee)</i>	\$ 193,960.50	\$ 184,262.48	\$ 4,849.01	\$ 4,849.01
Administrative Costs <i>(IFE, etc.)</i>	\$ 8,000.00	\$ 7,600.00	\$ 200.00	\$ 200.00
Pavement Rehab and Gate Construction <i>(WUCG bid)</i>	\$ 795,961.98	\$ 756,163.88	\$ 19,899.05	\$ 19,899.05
Grant Amendment for Additional Pavement Rehab	\$ 113,703.00	\$ 108,017.85	\$ 2,842.58	\$ 2,842.58
<i>Construction Costs covered by FY2025 Grant</i>	\$ (200,000.00)	\$ (190,000.00)	\$ (5,000.00)	\$ (5,000.00)
TOTAL FY26 GRANT COSTS	\$ 911,625.48	\$ 866,044.21	\$ 22,790.64	\$ 22,790.64

Six Year Transportation Improvement Program From 2027 to 2032

Agency: Forks

County: Clallam

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07		Calawah Way Grind and Overlay Calawah Way HWY 101 to Trillium Grind and inlay Calawah Way with sub-grade repair.	WA-11371		05/27/25		525	04	S W	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028		0	TIB	550,000	0	550,000
Totals				0		550,000	0	550,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2027 to 2032

Agency: Forks

County: Clallam

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03		RAISE Component C020-Trail Segment SR 101/North Forks Ave Tillicum Lane Mile Post 192.3 to Mile Post 191.86 Planning and pre-engineering (NGT 25%) to determine preferred location and layout for a multi-user based trail to run from the NE corner of the lot associated with the Calawah River Boat Ramp to the entrance of Tillicum Park. Public process to assess alternatives will be required. Preliminary design on preferred solution. Project is part of the 2023 RAISE award Puget Sound to Pacific Planning for Multi-Use Trail award.	WA-16447		05/27/25		525	18		0.580	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PL	2027	RAISE	200,000		0	10,000	210,000
Totals				200,000		0	10,000	210,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	210,000	0	0	0	0
Totals	210,000	0	0	0	0

Six Year Transportation Improvement Program From 2027 to 2032

Agency: Forks

County: Clallam

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	5	Campbell St Pavement Overlay Campbell St Hwy 101 to Ash Ave Pavement overlay and repair 25% of total area	WA-09086		05/27/25		525	05	C P S T W	0.130	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2027		0	TIB	200,000	0	200,000
Totals				0		200,000	0	200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	200,000	0	0	0	0
Totals	200,000	0	0	0	0

Six Year Transportation Improvement Program From 2027 to 2032

Agency: Forks

County: Clallam

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	7	Russell Rd Pavement Overlay Russell Rd Hwy 101 to .18 mile Pavement overlay and 10% repair of total area.	WA-09087		05/27/25		525	05	C P T W	0.180	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028		0	TIB	200,000	0	200,000
Totals				0		200,000	0	200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2027 to 2032

Agency: Forks

County: Clallam

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	8	Tillicum Ln Pavement Overlay Tillicum Ln Hwy 101 to .14 mile Pavement overlay and 50% repair of total area	WA-09088		05/27/25		525	05	C P S T W	0.140	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028		0	TIB	180,000	0	180,000
Totals				0		180,000	0	180,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2027 to 2032

Agency: Forks

County: Clallam

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	9	Trillium Ave Pavement Overlay Trillium Ave Calawah Way to Shearer St Pavement overlay and 10% repair of total area	WA-09089		05/27/25		525	05	CPSTW	0.130	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028		0	TIB	170,000	0	170,000
Totals				0		170,000	0	170,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

Six Year Transportation Improvement Program From 2027 to 2032

Agency: Forks

County: Clallam

MPO/RTPO: Peninsula RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	10	Danielson Rd Pavement Overlay Danielson Rd Bogachiel Way to .09 Repair and Resurface 100% of total area	WA-09090		05/27/25		525	04	P T W	0.090	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2028		0	TIB	500,000	0	500,000
Totals				0		500,000	0	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
	0	0	0	0	0
Totals	0	0	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Forks	200,000	1,800,000	10,000	2,010,000

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**THE HOH INDIAN TRIBE,
CLALLAM COUNTY, AND
THE CITY OF FORKS**

**REGARDING THE PROVISION OF COUNTY AND CITY SERVICES TO
TRIBAL LAND LOCATED AT
281 WOOD STREET, FORKS, WASHINGTON**

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AGREEMENT.

This INTERGOVERNMENTAL AGREEMENT REGARDING THE PROVISION OF COUNTY AND CITY SERVICES TO TRIBAL LAND LOCATED AT 281 WOOD STREET, FORKS, WASHINGTON ("Agreement") is between the Hoh Indian Tribe, a sovereign, federally recognized Indian tribal government ("Tribe"), and Clallam County ("County") and the City of Forks ("City"), each a municipal corporation. The Tribe, County, and City are each a Party and collectively the "Parties." The Parties hereby agree as follows:

1 RECITALS.

- 1.1 The Tribe currently owns in fee property located at 281 Wood Street, consisting of Clallam County Parcel Number 132809690272 (the "Property"), which is comprised of three units managed by and through the Hoh Tribe Housing Department to provide low-income housing for Hoh tribal members and their families. The Property is within the boundaries of the City of Forks. The Tribe receives funding through the United States Department of Housing and Urban Development Indian Housing Block Grant program to subsidize the cost of providing the housing located at the Property, which requires a cooperative agreement between the Parties to provide for compensation for services to the Property.
- 1.2 The Property is located within the County and City and currently receives County and City services, and the Tribe wishes to continue receiving County and City services to the Property on the same basis as the County and City provide services to other comparable land within the County and City, and the Tribe is willing to continue paying an appropriate amount for those services. As of the effective date of this Agreement, the Tribe pays all assessed property taxes on the Property; however, the Property is eligible for tax exempt status. In the event the Property is classified as tax-exempt, it is the intent of the Parties that the Tribe will continue paying an annual amount equal to property taxes that would have been assessed were the Property not tax-exempt.
- 1.3 The Tribe intends to cover the financial impacts and costs that are incurred by the County and City to provide agreed-upon services to the Property, including the costs of regular County and City services and the cost of any other services and impacts that can be identified by the County, City, or Tribe.
- 1.4 The County and City intend to provide services requested by the Tribe to the Property and the facilities located thereon on the same basis as they provide County and City services to other properties and facilities within the County and City, and to work cooperatively with the Tribe with regard to the Tribe's operation of the Property. The Tribe intends to pay for requested County and City services to the Property as set forth in this Agreement; to reimburse the County and City fairly for other expenses the County and City incur as a result of the Property, and to offset any impacts the Property has on the County and City; and to work cooperatively with the County and City with regard to the Tribe's operation of the Property.

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

2 TERM - EFFECTIVE DATE.

2.1 Effective Date. This Agreement will be effective upon full execution of this Agreement by the County, City, and Tribe.

2.2 Term. This Agreement will remain in effect until it is terminated by mutual written agreement of the Parties, or pursuant to Section 2.3.

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

3 SCOPE OF AGREEMENT.

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

4 TRIBE'S CONTRIBUTION FOR SERVICES.

4.1 Payment of County Assessed Property Taxes. So long as the Property is not classified as tax-exempt, the Tribe agrees to continue paying property taxes assessed by the County on an annual basis. Such payment of annual property taxes will constitute Tribe's contribution for services under this Agreement.

4.2 Contribution In the Event Property Is Classified as Tax-Exempt.

4.2.1 Tribal Payment to County. In exchange for the County's and City's provision of the services to the Property that would otherwise be funded by property tax revenues, the Tribe agrees to make a contribution to the County annually on or before April 30. The amount of the contribution will be equal to 100% of the Clallam County property tax that is or would be assessed on the Property in that year.

4.2.2 Payment Option. The Tribe may choose to make its contribution under this section no less than quarterly, payable to the County. Payment may also be made by electronic or other means, as agreed by the Tribe and the County.

4.2.3 Determination of Assessment. In the event the Property is classified as tax-exempt, the County will submit to the Tribe its proposed assessment of the amount of the contribution, on or about October 1 of each year. The Tribe will have thirty (30) days after its receipt of the County's assessment to respond to the County's proposed assessment. The Parties will attempt to negotiate and informally resolve any differences in valuation within thirty (30) days thereafter. If the assessment cannot be agreed upon by the Parties within this time frame, it will be submitted to dispute resolution pursuant to Agreement Section 15, and any arbitration award obtained via the dispute resolution process in Section 15 determining the annual assessment for the Property for purposes of this Agreement will be final and binding on the Parties. Pending the final outcome of the dispute resolution process, the Tribe will pay the amount of the previous year's contribution. Depending on the final outcome of the dispute resolution process, either the Tribe will pay any additional amount determined to be due, or the County will refund any overpayment, as applicable, within thirty (30) days thereafter. Except as stated in this subsection, the Tribe will not withhold its contribution or any portion thereof due to a dispute between the Parties.

4.2.4 Assessment Method. The assessment of the Property will not be based on the actual revenues or projected revenues of the Property from the activities located thereon; provided, however, that in determining the valuation of the Property and improvements thereon, the cost approach, income (capitalization of net income) approach, and comparable sales (if applicable) approach to valuation for comparable commercial property may be employed.

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

5 WATER SERVICE.

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

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

5.3 Payments for Water Service.

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

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

5.3.2 Meter Charge. The Tribe will pay the standard City charge for the size of meter(s) applied for by the Tribe and approved by the City, for any present and future improvements on the Property. The City will provide the meter to the Tribe and provide any maintenance and repair on the same basis that the City provides such service to other water meters within the City. The service that is applied for and approved will be based upon the intended use and the Parties understand that any improvements that trigger a water main extension or increased storage capacity will require additional design, permitting, construction, and testing, and associated time and expense.

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

5.4 Public Works Permits. The Tribe will meet or exceed relevant provisions of the Forks Municipal Code ("FMC") if the Tribe's construction work, including but not limited to installation of water service connections, involves construction or obstruction that will

disturb the surface or subsurface of any City street, sidewalk, or right-of-way.

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

6 SEWER SERVICE.

- 6.1 **Provision of Sewer Service.** The City does currently provide sewer service to the Property. The City will provide sewer service to the Property and associated facilities on the same basis that the City provides sewer service to other property within the City, and the Tribe will pay comparable amounts in exchange for such service. Unless otherwise agreed, the Tribe will perform any additional installation and construction of sewer service to Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sewer service should that become necessary in the future.

7 STORM DRAINAGE SERVICE.

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

associated stormwater within the Property limits.

8 SANITATION SERVICES.

8.1 Provision of Sanitation Services. The City does not currently offer sanitation services and presently has no plans to do so in the foreseeable future. In the event that the City does provide, and the Tribe desires, City sanitation services in the future, the City will provide solid waste handling services to the Property and associated facilities, including but not limited to sanitation, garbage, refuse, compost, and recycling services, on the same basis that the City provides sanitation services to other property within the City, and the Tribe will pay comparable amounts for such services. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sanitation services should that become necessary in the future.

9 FIRE PROTECTION AND SUPPRESSION SERVICES

9.1 Provision of Fire Protection and Suppression Services. The Tribe is negotiating a Fire Protection Agreement with Clallam County Fire Protection District No. 1 to provide fire protection and suppression services to the Property. Upon the taking of a property into trust, the Tribe and the County acknowledge and agree that the Fire Protection Agreement will apply to the Property and associated facilities.

10 EMERGENCY MEDICAL SERVICES.

10.1 Provision of Emergency Services. The County (through Clallam County Hospital District No. 1) will provide emergency medical services to the Property and associated facilities on the same basis that the County provides such services to other properties within the County. The County's provision of emergency medical services to the Property and associated facilities will be funded by the Tribe's contribution under Agreement Section 4.

11 LAW ENFORCEMENT SERVICES.

11.1 Provision of Law Enforcement Services. The County (through the Clallam County Sheriff) and the City (through the Forks Police Department) will provide law enforcement services to the Property and associated facilities on the same basis that the County and City provide such services to other properties within the County and City. The County and City's provision of law enforcement services to the Property and associated facilities will be funded by the Tribe's contribution under Agreement Section 4.

12 OTHER SERVICES.

12.1 In General. The Parties have attempted in this Agreement to identify those County and City services that the Tribe would like the County and City to provide to the Property and/or associated facilities, or which the County and City provide to similarly situated

properties, for which the County and City as a standard practice impose fees or charges on those receiving the services. In the event the Parties identify other County or City services that the County or City provides to other properties within its boundaries as a matter of due course that are paid for by property taxes, the County and/or City will provide the same services to the Property.

13 DISPUTES AND REMEDIES.

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

13.1.1 This limited waiver of sovereign immunity by Tribe is granted only to the County and City, and does not extend to any other person, agency, or entity, whether or not an assignee of or successor in interest to the County or City.

13.1.2 This limited waiver of sovereign immunity applies only to disputes under this Agreement and does not apply to non-contractual claims or to claims under any other Agreement between the Tribe and one or both of the other Parties. Nothing in this limited waiver of sovereign immunity creates a contractual relationship with or a cause of action in favor of any third party against the Tribe.

13.1.3 This limited waiver of sovereign immunity applies only to compelling arbitration pursuant to Section 14.6 or the enforcement of an arbitration award against the Tribe in the Hoh Tribal Court pursuant to Section 14.7, provided such arbitration award has been secured in the form and under the terms stated in Section 14.2, below. No court will have jurisdiction to interfere in any way with any pending arbitration, provided that a court may address any actions to compel and questions of arbitrability that may arise as stated in Section 14.6, below.

13.1.4 This limited waiver of sovereign immunity will be effective as of the date of this Agreement and will expire one year following the completion, expiration, termination, or cancellation of this Agreement, except that the Tribe's limited waiver of sovereign immunity will remain effective for any arbitration proceeding then pending until the conclusion of any enforcement action (including appeals) therefrom in the Hoh Tribal Court, and until the full satisfaction of any awards or judgments which may issue from such proceedings, provided that the action to collect such awards or judgments has been filed in the Hoh Tribal Court within one year after the date of the award or judgment.

13.1.5 Any recovery under this limited waiver of sovereign immunity must not

exceed the payments for services the Tribe has agreed to make under this Agreement and may only access unobligated tribal funds. This limited waiver of sovereign immunity is not, and may not be deemed to be, a consent by the Tribe to the levy of any judgment, lien, or attachment on any real property or any other personal property. This limited waiver of sovereign immunity is limited to the term of this Agreement.

- 13.2 Procedures. All disputes between the Parties and all claims arising under or related to this Agreement ("dispute(s)") will be subject to the dispute resolution procedures set forth in this Section 13 and no Party will be permitted or entitled to bring any claims or other disputes in tribal, federal, or state court. In other words, should a dispute arise, the Parties will be required to: (1) negotiate in good faith according to Section 13.3; (2) mediate according to Section 13.4; and (3) arbitrate according to Section 13.5, in that order. Arbitration may only be compelled, and an arbitration award may only be enforced in the manner described in Sections 13.6 and 13.7, respectively, below.
- 13.3 Good Faith Negotiations. The Parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. Any Party may initiate negotiations by providing written notice in letter form to another Party, setting forth the subject of the dispute, all relevant facts related to the dispute, and the relief requested. The recipient of such notice will respond within fifteen (15) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) days after the date of the responsive written correspondence in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.
- 13.4 Mediation. If the Parties' good faith negotiations are unsuccessful in resolving the dispute, any Party involved in the dispute may commence mediation by providing to the other Party (or Parties) involved in the dispute a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties involved in the dispute will cooperate with the Peninsula Dispute Resolution Center ("PDRC") and with one another in scheduling the mediation proceedings, which will be administered by PDRC and take place in Port Angeles, WA (or, if the Parties agree, may take place remotely). The Parties will proceed with mediation under the procedures established by the PDRC mediator. Any dispute resolution achieved through mediation will be set forth in writing (after an appropriate opportunity for review by the Parties' respective legal counsel) and will be enforceable under Section 13.7, below.
- 13.5 Arbitration. If the dispute is not resolved by mediation, it will be resolved by final binding arbitration by JAMS in Seattle, WA, using one arbitrator and following the JAMS Comprehensive Arbitration Rules and Procedures (effective June 1, 2021) (the "JAMS Rules"), except that JAMS Rules 11(b) and 25 will not apply, and the provisions of Sections 13.6 and 13.7, below, will govern instead. Any Party involved in the dispute may initiate arbitration, by providing a written notice of its intention to arbitrate to the other Party (or Parties) involved in the dispute, upon either a written determination by the mediator or the Parties' mutual written agreement that mediation has been unsuccessful, or

at any time at least sixty (60) days after the initial meeting with the mediator. Following a Party's receipt of the written notice of the other Party's intention to arbitrate, the Parties involved in the dispute will make a good faith effort to select an arbitrator as provided in Rule 15 of the JAMS Rules. The arbitrator selected must have at least ten years of legal experience in federal Indian law and contract law. If the Parties' selection process does not yield an agreed-upon arbitrator, JAMS will select one with such qualifications. If appropriate, the arbitrator may decide the dispute on summary disposition, unless the parties agree otherwise. Relief awarded by the arbitrator must be in accordance with this Agreement Section 13 and may include direct monetary damages, equitable relief, and specific performance, but may not include loss of profit, indirect, incidental, special, consequential, or punitive damages. The award rendered by the arbitrator will be final and may be enforced in accordance with applicable law only as provided in Section 13.7, below.

13.6 **Compelling Arbitration.** As against each Party, actions to compel arbitration and questions of arbitrability of a claim will be determined by the same court designated for enforcement of an arbitration award against that Party in Section 13.7, below.

13.7 **Enforcement of Arbitration Award.** If an arbitration award is against the County and/or City, and in favor of the Tribe, judgment may be entered upon it in any court of competent jurisdiction. If the arbitration award is in favor of the County and/or City, and against the Tribe, judgment may be entered upon it exclusively in the Hoh Tribal Court. The Parties agree that the Hoh Tribal Court will only enforce the award rendered by the arbitrator and that such award is not subject to any appeal, objection or reconsideration in the Hoh Tribal Court other than as permitted of a federal court under 9 U.S.C. §§ 10 or 11. Moreover, the Tribe expressly states, and the County and City understand and acknowledge, that the Tribe does not waive its sovereign immunity from suit in any other court or otherwise consent to the jurisdiction of any other court for any purpose.

14 MISCELLANEOUS.

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

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

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

- 14.4 Preservation of Tribal Self-Government. Nothing in this Agreement authorizes the County or City to regulate or interfere in any manner with the government of the Tribe.
- 14.5 Rights Limited to Parties. This Agreement is exclusively for the benefit of and governs only the respective authorities and relations between the Tribe, the County, and the City, and does not create, grant or confer any rights whatsoever to any third party, person or entity.
- 14.6 Notices. All notices required or permitted under this Agreement will be given by first class mail, postage prepaid. Notice so mailed will be deemed to have been received on the third (3rd) business day following the date of mailing. Notices will be to the following addresses or to such alternative addresses as are provided for in a written notice given by one Party to the others pursuant to this Section:

For the Tribe:

Hoh Tribal Chair
P.O. Box 2196
Forks, WA 98331

With a copy to: Hoh Tribe Executive Director
P.O. Box 2196
Forks, WA 98331

For the County:

County Administrator Clallam County
223 E 4th St., Ste. 4
Port Angeles, WA 98362

For the City:

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

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

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

- 14.7 Severability. In the event any section or provision of this Agreement is held invalid, any Party may initiate negotiations pursuant to Agreement Section 15.2 to amend or modify this Agreement in response to such invalidity and, if the Party is not satisfied with the

outcome of such negotiations, may terminate this Agreement by giving written notice of termination to the other Parties pursuant to the terms of this Agreement. If no Party exercises its rights under this subsection, it is the intent of the Parties that the remaining sections and provisions of the Agreement will continue in full force and effect.

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

[signature page]

DRAFT

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN
CLALLAM TRANSIT SYSTEM
AND
THE CITY OF FORKS**

This Amendment is entered into by and between Clallam Transit System (CTS), and the City of Forks (City), collectively the Parties, on the date fully executed below. This Amendment amends the *Interlocal Agreement* regarding the Forks Multi-use Transportation Center which became effective on July 15, 1996 (ILA).

RECITALS

- A. Chapter 39.34 RCW authorizes cooperative efforts between public agencies.
- B. The Parties entered into the ILA in 1996 for the management, use, and operation of the Forks Multi-use Transportation Center.
- C. The ILA has an initial term of 30 years, which is set to expire on July 15, 2026. The parties desire to extend the term of the ILA to allow additional time to prepare and negotiate a revised version that further clarifies the rights and responsibilities of the respective parties.
- D. The ILA provides that all amendments shall be by written agreement between the Parties.

AGREEMENT

Pursuant to Section 12, the ILA is hereby Amended as follows:

- 1. The term of the ILA is hereby extended until and shall expire upon the close of business July 14, 2027.
- 2. All other terms and conditions of the ILA are unchanged and shall remain in full force and effect.
- 3. This Amendment may be executed in counterpart.

CLALLAM TRANSIT SYSTEM

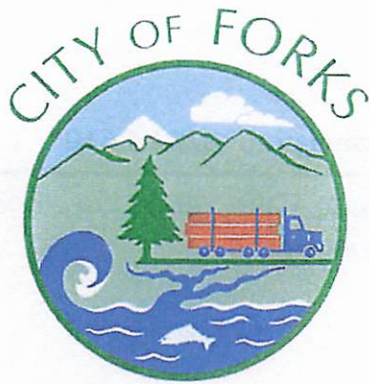
CITY OF FORKS

DATE: _____

DATE: _____

By: _____
Jason McNickle, General Manager

By: _____



RESOLUTION NO. 535

A RESOLUTION CONFIRMING FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AVIATION DIVISION THAT THE CITY OF FORKS COMMITS TO PROVIDING MATCHING FUNDS FOR THE WSDOT AVIATION AID GRANT FOR CONSTRUCTION OF THE PAVEMENT REHABILITATION AND GATE REPLACEMENT PROJECT AT QUILLAYUTE AIRPORT

WHEREAS, the City of Forks operates Quillayute Airport, a general aviation airport; and

WHEREAS, the City is receiving a grant from the Federal Aviation Administration (FAA) to fund the construction of a project to rehabilitate the runway, taxiway, and apron pavement and replace the existing vehicle gate with a new electric access gate; and

WHEREAS the grant from the FAA will fund 95% of the Quillayute Pavement Rehabilitation and Gate Replacement Project; and

WHEREAS the grant from the WSDOT Aviation Division would fund 2.5% of the Quillayute Pavement Rehabilitation and Gate Replacement Project; and

WHEREAS, the City of Forks's 2026 budget, as approved by the City Council, includes funds from which the matching funds for 2.5% of the Quillayute Pavement Rehabilitation and Gate Replacement Project are to be committed and appropriated for this project; and

WHEREAS, the application for the Airport Aid grant requires a resolution indicating the City Council's support for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FORKS that the recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

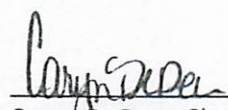
BE IT FURTHER RESOLVED that the City Council supports the Quillayute Pavement Rehabilitation and Gate Replacement Project, confirms that local matching funds are available for this project and have been appropriated for this project, and authorizes the City to apply for grant funding through the WSDOT Aviation Division.

DATED AND SIGNED at Forks, Washington on this 23rd day of March, 2026.

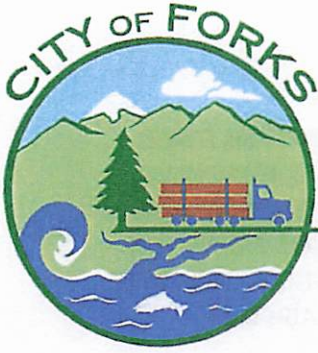


Tim Fletcher, Mayor

ATTEST:



Caryn DePew, Clerk/Treasurer



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

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

WSDOT-Aviation
PO Box 47361
Olympia, WA 98504-47361

27 Feb 2026

Memorandum Regarding Funding Certification

This memorandum is to provide additional information regarding both the funding certification and the attached grant assurances associated with the City's application for Airport Aid Grant Program funding.

Funding certification requires the City Council's review and approval. The City would be able to introduce this for initial review and discussion by the City Council at its meeting on 9 March 2026. It would then be something that could be considered for approval at that meeting or the following meeting on 23 March 2026.

Regarding the Airport Aid Program Grant Assurances that are attached, it should be noted that the City is in the process of completing its periodical update to the required Comprehensive Plan. This document and its accompanying amendments to the City's development regulations are expected to be adopted in June or July of 2026.

Sincerely,

Tim Fletcher
Mayor

Rod Fleck

From: annie crippen <crippen.annie@gmail.com>
Sent: Wednesday, June 17, 2026 7:24 PM
To: Caryn Depew; Rod Fleck; Tom Beckwith
Subject: City Council Agenda -PRA Application

Approval of application submission for the RCO Planning Recreation and Access Grant

Amount- Up to \$200,000

No Match Requirement

Purpose: PRA funds are for site specific pre-constructions planning activities. We are applying for planning funds to address pre-construction planning costs for the Tillicum Park Playground Renovation project. Our intent is to use the bulk of this request as a match for the WWRP- Recreation age 2-5 development project A&E and cultural resources survey costs (construction ready plans). We will also be utilizing funds to assist with the preliminary design and site plans for the entire playground. This will ensure that a cohesive design concept and plan is identified.

PRA Timeline:

- PRA round 1 submission- July 15
- Technical Review- July 23- Aug 19
- Revisions due- Sept. 10th

Rod, the following link takes you to a 1 page fact sheet for reference.

[Planning for Recreation Access Fact Sheet](#)

Let me know if you have any questions or need something more! I'll be working to get this application buttoned up this weekend and make necessary changes to the WWRP app as well.

PS-

WWRP Timeline:

- **WWRP Final Submission** including updated PowerPoint presentation- **July 15th!**
- Presentation- August 17 - August 21

Annie Foster

Rod Fleck

From: annie crippen <crippen.annie@gmail.com>
Sent: Wednesday, June 17, 2026 6:55 PM
To: Tom Beckwith
Cc: Rod Fleck
Subject: PRA Planning Grant and WWRP A&E budgeting
Attachments: PRA-BudgetWorksheet.xlsx

Tom and Rod,

I've attached the Planning Recreation Access grant budget workbook to show you how RCO would like planning funds identified along with links to the associated RCO manuals. The budget workbook will be an attachment for the PRA grant app. The cultural resources costs are easy enough (\$15k) but we need to know how we break down the WWRP age 2-5 play area A&E costs (\$120k- 20% grant cap for the 2-5 age dev project). Need to identify how much of that \$120k is strictly related to pre-construction activities and differentiate between project admin/staff costs, consultant fees, and communications, etc.

PRA has a cap amount of \$200k. Between the \$15k for cultural resources (is this only for the playground or do you think it would cover Tillicum park future renovation project needs as well?) and the \$120k A&E for the 2-5 age dev. project (assuming this covers 90% design plans?) there are **approx. \$65k that could go towards further development of the playground planning/design needs** but I don't know how far this could go (\$30% design for the whole playground?, additional community outreach and comms for the playground as a whole or project admin costs not strictly tied to the 2-5 dev. project?) need to make sure that there is at least something to ensure that there is a shared site plan and design concept throughout the playground. We don't want to develop half and then have something that doesn't match up later. And RCO wants to know what the anticipated design percentage deliverables expected for the project.

PRA funds can be used for the following:

1. Architectural and engineering services and consultants to prepare documents for obtaining bids and awarding and preparing contracts for construction, including the following:

- Preparation of site plans, from schematic to final drawings, including conceptual plans in some grant programs.
- Design services that include normal architectural, structural, civil, mechanical, and electrical design work.

2. Consultant services, including studies and data collection surveys of the site.

3. Environmental site planning, including environmental impact statement costs.

4. Surveys such as cultural resources surveys or those needed for architectural design, including boundary surveys, wetland delineation, geo-tech surveys, etc.

5. Permits, including staff time, to obtain permits to meet such requirements as the National Environmental Policy and State Environmental Policy Acts.

6. Establishing control of land. Costs to establish a lease, shared-use agreement with a landowner, or other mechanism to establish control and tenure

7. Legal opinion. Services to produce a first-time applicant legal opinion to meet eligibility requirements of other RCO grant programs.

8. Project administration. Services consisting of consultation, procurement, meetings, correspondence, progress reports, design review conferences, administrative functions, and reimbursements.

NOTE: NO MATCH IS REQUIRED FOR PRA- however,

In some cases, activities funded through **PRA site-specific planning may be eligible as a match for future project phases in other RCO grant programs.** See the “**Pre-Agreement Costs**” section of **Manual 4: Development Projects.**

Pre-agreement costs are **project costs incurred up to three years before the start date of the grant agreement.** The following activities are considered eligible pre-agreement costs and may be performed in advance of an executed grant agreement without forfeiting project or reimbursement eligibility. For projects receiving federal funding, pre-agreement costs incurred before the federal agreement’s effective date are not eligible unless otherwise stated. See grant program manuals for additional information. **Upon execution of a grant agreement, the following costs become eligible:** • **Administrative costs • Cultural resources • Permits**

[Manual 30: Planning for Recreation Access](#)

[Manual 4 Development Projects](#)



Budget Worksheet - Planning for Recreation Access

Name of Organization *(insert organization name here)*

Staff Costs

Description: Staffing/Salaries/Stipends (includes benefits,taxes, etc)

Name and Position (one row per person or position)	Grant Funding	Short narrative of expense
Example: Janey Janes, Program Manager	\$11,500.00	Staff time spent on promotion, public meetings, contract management, and project management for park planning
Staff Costs Total:	\$11,500.00	<i>This row will self-populate.</i>

Contracted Services

Description: Contract costs, sub-reimbursements, tribal honorariums, translators, other specialists, facilitators, etc.

Name/Type (add a row for each contract)	Grant Funding	Short narrative of expense
Example: Parks & Co./Landscape Architect	\$34,300.00	Services for schematic design and construction documents
Contracted Services Total:	\$34,300.00	<i>This row will self-populate.</i>

Communications

Description: Promotions and Communications Costs

Name/Type (add a row for each)	Grant Funding	Short narrative of expense
Example: Public meeting advertisements	\$300.00	Local newspaper and social media advertisements
Communications Total:	\$300.00	<i>This row will self-populate.</i>

Cultural Resources

Description: Costs for cultural resources survey

Name/Type (add a row for each)	Grant Funding	Short narrative of expense
Example: Archeology Professionals, Inc.	\$12,000.00	Cultural resources assessment of project area
Cultural Resources Total:	\$12,000.00	<i>This row will self-populate.</i>

Permits

Description: Permitting costs

Name/Type (add a row for each)	Grant Funding	Short narrative of expense
Example: Building permit	\$7,000.00	Building permit for park and parking lot
Permits Total:	\$7,000.00	<i>This row will self-populate.</i>

Other

Description: Rentals, Supplies, etc.

Name/Type (add a row for each)	Grant Funding	Short narrative of expense
Example: Venue & AV rental fee	\$1,000.00	Room reservation fees for public meetings, including projector and A/V
Example: Flip charts, markers	\$200.00	Materials for public meeting
Other Total:	\$1,200.00	<i>This row will self-populate.</i>

Total Request **\$66,300.00** *This row will self-populate. Staff Costs + Contracted Services + Communications + Culural Resources + Permits + Other. Please match request in PRISM application.*



Forks Wastewater Financial Health Analysis

June 2026

Rural Community
Assistance Corporation



Table of Contents

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Executive Summary

This financial analysis report was prepared by the Rural Community Assistance Corporation (RCAC) at the request of the City of Forks. The City asked RCAC to examine the financial condition of their wastewater system. Forks is faced with covering increased operating costs and financing several planned capital improvement projects. This analysis will provide Forks with information to determine sustainable rates.

Forks is a city in Clallam County, Washington. The population was 3,532 at the 2020 census, with an estimated median household income of \$60,000. Forks collects and treats wastewater from approximately 400 connections. The wastewater treatment plant and collection system have \$5 million in planned capital improvements through 2030. Forks has been able to fund recent infrastructure projects with grants, and plan to seek grant funding for upcoming capital projects. However, Forks will have to take on debt to finance a portion of project costs.

Annual budget statements for 2023, 2024 and 2025 and the City's Capital Improvement Plan were provided for analysis. Dollar amounts in the report may be rounded to the nearest \$1,000 for simplicity. Since wastewater receipts and fees are the only revenue stream, an across-the-board rate increase would produce a corresponding revenue increase, so the terms may be used interchangeably. Multiple five-year budget scenarios were modeled.

In 2025 the wastewater system generated a net-loss of \$29,000, primarily due to increased operating costs and equipment repairs. Rates were raised 10% (+CPI) in 2025 and 2026. The recent rate increases are estimated to provide a net gain of ~\$34,000 in 2026. After allocating money for the wastewater plant's screw press floor upgrade, the wastewater capital fund had a balance of \$157,000 at the end of 2025.

The City's recent rate increases are a good starting point for fiscal solvency. The wastewater system needs to be in a solid fiscal position to afford debt servicing, as financing will be necessary to achieve the timeline of the Capital Improvement Plan. Based on the modeling, Forks should consider raising rates *at least* 5% each year through 2031. It is ultimately the decision of the City to determine how to implement rate increases.

1 Introduction

1.1 Introduction

Founded in 1978, RCAC provides training, technical and financial resources and advocacy so rural communities can achieve their goals. Since 1978, our dedicated staff and active board, coupled with our key values: leadership, collaboration, commitment, quality and integrity, have helped effect positive change in rural communities across the West.

RCAC's work includes environmental infrastructure (water, wastewater and solid waste facilities); affordable housing development; economic and leadership development; and community development finance. These services are available to communities with populations of fewer than 50,000, other nonprofit groups, Tribal organizations, farmworkers, colonias and other specific populations. Headquartered in West Sacramento, California, RCAC's employees serve rural communities in 13 western states and the Pacific islands.

1.1.1 Purpose of Financial Capacity Analysis

A financial capacity analysis is intended to be a fiscal guide for the wastewater system to use for ensuring fiscal sustainability. It estimates the revenue required to fund operating costs and build reserves for capital improvement, debt obligation, and other reserve accounts over a 5-year period.

1.1.2 The City authorities are responsible for operating, maintaining, and planning for the continued operation of wastewater infrastructure. Therefore, the system must be funded in a sustainable manner that adequately funds operation and maintenance costs, capital improvements, and reserve accounts.

1.1.3 Disclaimer – The findings, recommendations, and conclusions contained in this financial analysis are based on financial information provided to RCAC by the City of Forks. Although reasonable care was given to assure the reliability of this information, no warranty is expressed or implied as to the correctness, accuracy or completeness of the information contained herein. Any action taken on the basis of such findings, recommendations, or conclusions is undertaken at the discretion of the City of Forks. In no event will RCAC or its partners, employees, or agents be liable for any decisions made or action taken in reliance on the information contained in this analysis.

2 System Overview

2.1 Community

Forks is a city in Clallam County, Washington. As of the 2020 Census, the population was 3,335 with an estimated median household income (MHI) of \$60,000.

2.2 System Description

Forks operates and maintains a sanitary sewer collection system and the Forks Sewage Treatment Plant. The City collects wastewater from approximately 1,200 sewer connections. The collection system was installed in 1986 and consists predominantly of PVC pipe. The treatment plant uses a lagoon with aeration and activated sludge followed by clarification, and discharge to infiltration basins that percolate to ground water. The plant has a permitted capacity of 0.5 million gallons per day (MGD).

The plant and collection system require upgrades and replacement of components. These improvements have been planned out in the City's Capital Improvement Plan, which runs through 2030. The estimated cost of all the planned capital improvements in the plan are \$5,350,000.

2.3 Future population and usage projections

Increased population and connection growth were not considered for the analysis.

3 Current Financial condition and analysis

3.1 Current rate schedule/structure

Wastewater rates were last adjusted in December 2025, in Ordinance #687, with rates raised a total of 12.7% (10% plus a 2.7% CPI adjustment). Residential customers are charged a flat monthly rate, with no usage charges. Non-residential sewer customers are allotted 700 cubic-feet of water-equivalent sewer usage as part of the base rate and charged for each additional cu.ft. beyond the included 700 cu.ft., based on their water meter reading. The current sewer rate schedule is as follows:

Residential Unit Type	Monthly Rate per Unit
Separate (single) family residence	\$54.46
Each unit of a duplex	\$54.46
Multi-family structure (3 or more residential units)	\$54.46
Mobile home court (unit=mobile home/trailer)	\$54.46
Mobile home court (unit=recreational vehicle space)	\$7.74

All Others	Monthly Rate per Unit
First 400 cubic feet of water consumption	\$54.46
Per cubic foot of water consumption thereafter	\$.078

3.2 Current dedicated reserves

The City maintains a wastewater Capital Improvement Fund which had a balance of \$157,000 (after 2026 capital obligations are accounted for).

3.3 Capital Improvement Plan

The City has \$5,350,000 in wastewater capital improvements planned from 2026-2030. The 2026 projects are funded from residual grant funding and other sources. The Capital Improvement Plan for 2026-2030 is listed below. Numerical values are in dollars (\$).

	Funding Source	2026	2027	2028	2029	2030
Screw Press floor replacement	6	265,000				
Electrical/Backup Generator	4,6,8		320,000			
Headworks Improvements	4,6,8		237,000			
Air Gap Non-Potable Water System	4,6,8,9		90,000	70,000		
Mill Creek Pump Station	4,6,8,9		30,000	520,000		
Aerated Lagoon Improvements	4,6,8		40,000		500,000	
RAS PS Improvements	4,6,8		136,000			
New Digester	4,6,8			814,000		814,000
In-Plant Pump Station				80,000		80,000
Lab & Maint. Bldg. Improv.	4,6,8	50,000				
Septage Receiving Station	4,6			2,500	15,000	100,000
Screw Press Replacement	4,6	50,000	200,000	850,000		
Sewer Comp Plan	4,6			100,000		
Subtotal		365,000	1,053,000	2,436,500	515,000	994,000

Funding sources:

- 4: Enterprise Funds (Water, Sewer, FEDSC)
- 6: Grants
- 8: Loans
- 9: Other (inc. Capital Improvement Fund (Real Estate Excise Tax REET))

3.4 Current budget

In 2025, sewer bills generated \$509,000 in revenue, while operations expenses totaled approximately \$502,000. The wastewater department also expended \$36,000 servicing debt on work trucks, billing software, and equipment. \$3,000 in “miscellaneous revenue” were accounted for in 2025 but were not included in the analysis, only sewer receipts were considered as revenue.

3.5 Debt

In 2025 the wastewater department had three truck loans totaling \$13,000 in annual payments, a charge of \$21,000 for other equipment, and a \$1,300 payment for billing software. The truck debt and billing software line items are carried forward in the budget models but the equipment charge is not.

In 2026, the city took out a five-year \$100,000 loan through the Washington Public Works Board for engineering work. Payments start in 2026 and last through 2030. Annual payments are estimated to be \$21,000 (the same as the equipment charge) for modeling.

3.6 Analysis of current financial condition

Key Points:

- In 2025, the Wastewater Department operated at a net loss of \$29,000 when equipment debt is included as an expense.
- Actual 2025 expenses exceeded budget projections by \$51,000. The following line items significantly exceeded budgeted amounts:
 - Operating Supplies: \$9,500 (over budget)
 - Water: \$9,100
 - Repair and Maintenance: \$8,700
 - Professional Services: \$7,600
 - Salaries and overtime: \$6,800
 - State Audit: \$4,900
 - Biosolids Supplies: \$3,500
- \$5,350,000 in Capital Improvements planned through 2030.

3.7 Rate equity and affordability criteria of current rates

As a general rule, wastewater rates are considered affordable if they consume less than 1.5% of Median Household Income (MHI). Based on an estimated median household income of ~\$60,000, residential wastewater bills currently consume 1.01% of household income and therefore are considered affordable.

4 Financial Projections and Recommendations

4.1 Capital projects

Forks has a wastewater capital improvement plan with several projects planned through 2030. Historically, Forks has been awarded Opportunity Board Grants through Clallam County that have funded most project costs. The 2026 capital projects are being funded by money that was left over from a 2025 grant.

The remaining projects in 2027-2030 total approximately \$5,000,000. The city will continue to seek grant funds but will need to cover some portion of project costs through reserve spending and loans. For modeling purposes, Forks will take out two 20-year, \$500,000 loans for capital projects, one in 2028 and one in 2030.

	Amount in Dollars \$				
	2026	2027	2028	2029	2030
Screw Press Floor Replacement	265,000				
Electrical/Backup Generator		320,000			
Headworks Improvements		237,000			
Air Gap Non-potable Water System		90,000	70,000		
Mill Creek Pump Station		30,000	520,000		
Aerated Lagoon Improvements		40,000		500,000	
RAS PS Improvements		136,000			
New Digester			814,000		814,000
In-Plant Pump Station			80,000		80,000
Lab & Maint. Bldg. Improv.	50,000				
Septage Receiving Station			2,500	15,000	100,000
Screw Press Replacement	50,000	200,000	850,000		
Sewer Comp. Plan			100,000		
Subtotal	365,000	1,053,000	2,436,500	515,000	994,000

4.2 Future Debt

Forks will need to assume debt to fund capital projects, although how much depends heavily on the amount of grants the city is able to receive. To illustrate the impact of debt on budget modeling, the models assume that the city will take out two 20-year, \$500,000 loans for capital projects, one in 2028 and one in 2030. Debt totals may be much higher, depending on grants received. Rough estimates indicate that annual payments would be \$30,000 (conservatively) per \$500,000 borrowed, these values are used in the model. Additionally, one-year of debt payments will need to be accrued and set aside as reserves, or as specified by the lender.

4.3 Suggested reserve funding

Funding reserves are an essential component of financial sustainability.

Description of reserve types are listed as follows:

- **Operating reserve:** *(standard suggestion is to cover operating expenses [excluding reserve funding] during 1 ½ billing cycles).* This would amount to approximately \$60,000.
- **Emergency reserve:** An emergency reserve was not included in modelling. *(standard suggestion is the cost of replacing the most expensive item of infrastructure whose failure would result in the system being unable to provide service. [Typically, we see: One-tenth of one percent of the component's value set aside per year]).*
- **Debt reserve:** Set by the funder/lender. Additional debt reserves will need to be accrued if the City plans to take out additional loans for capital projects. Typically, one year's worth of payments needs to be set aside as reserves, which can be accrued over a certain time, determined by the lender.

4.4 Capital improvement reserve: Building Capital Improvement reserves is critical for replacing infrastructure. Accruing these reserves reduces the amount that needs to be financed. For modeling, a target of a \$500,000 account balance is accrued over 5 years, from 2027-2031. Realistically, the reserves will be spent on projects within that timeframe, but that was not modeled.

4.5 Projected 5-year budgets

Budget projections were made for three different scenarios:

1. A model with a 5% revenue increase from 2027-2031.
2. A model with a 10% revenue increase in 2027 and 5% increases from 2028-20.
3. A model with a 10% increase in 2027, 7% increases in 2028 and 2029, and 5% increases in 2030 and 2031.

All budget scenarios presume:

- Rate increases in the models already have the CPI adjustment factored in, consider them “total increases”.
- No changes to the rate structure or number of accounts
- 2026 starting capital reserves of \$157,000
- 3.5% annual inflation rate applied to all future operating costs and MHI
- Public Works Board payments of \$21,000 in 2026-2030.
- Truck loan payments of approximately \$13,000 2026-2031.
- Billing Software “loan” ~\$2,000 per year
- Hypothetical \$500,000 20-year loans issued in 2028 and 2030, approximately \$30,000 in annual payments per \$500,000.
- 2026 Residential rate affordability (sewer bills/median household income): **1.01%**

1) 5% increases

- Rates increase 5% annually from 2027-2031
- Debt affordability would be maxed at approximately \$1,000,000
- Rate affordability in 2031 = 1.28%
- Does not achieve \$500,000 reserve balance

	Actuals		Budget	Projected				
	2024	2025	2026	2027	2028	2029	2030	2031
O&M Costs	\$460,000	\$502,000	\$502,000	\$519,570	\$537,755	\$556,576	\$576,057	\$596,219
Debt Payments	\$26,000	\$36,000	\$36,000	\$36,000	\$66,000	\$66,000	\$96,000	\$75,000
Total Expenses		\$538,000	\$538,000	\$636,170	\$684,355	\$703,176	\$752,657	\$751,819
Customer Revenue	\$470,000	\$509,000	\$572,000	\$600,600	\$630,630	\$662,162	\$695,270	\$730,033
Residential Bill			\$54.46	\$57.20	\$60.06	\$63.06	\$66.22	\$69.53
End of Year Net +/-	-\$16,000	-\$29,000	\$34,000	\$45,030	\$26,875	\$39,585	\$23,213	\$58,815
Reserves on Hand			\$157,000	\$202,030	\$228,905	\$268,490	\$291,703	\$350,518

2) 10% Increase in 2027, 5% annually 2028-2031

- \$500,000 reserve balance reached in 2031
- Rate affordability in 2031 = 1.34%
- City could theoretically afford \$2,000,000 in debt

	Actuals		Budget	Projected				
	2024	2025	2026	2027	2028	2029	2030	2031
O&M Costs	\$460,000	\$ 502,000	\$502,000	\$519,570	\$537,755	\$556,576	\$576,057	\$596,219
Debt Payments	\$26,000	\$ 36,000	\$ 36,000	\$36,000	\$66,000	\$66,000	\$96,000	\$75,000
Total Expenses		\$538,000	\$538,000	\$636,170	\$684,354	\$703,176	\$752,656	\$751,818
Customer Revenue	\$470,000	\$ 509,000	\$572,000	\$629,200	\$660,660	\$693,693	\$728,378	\$764,797
Residential Bill			\$54.46	\$59.92	\$62.92	\$66.07	\$69.37	\$72.84
End of Year Net +/-	-\$16,000	-\$29,000	\$34,000	\$73,630	\$56,905	\$71,116	\$56,321	\$93,578
Reserves on Hand			\$157,000	\$230,630	\$287,535	\$358,652	\$414,973	\$508,551

3) Tapered Rate increases

- 2027: 10%
- 2028 and 2029: 7%
- 2030 and 2031: 5%
- Rate affordability in 2031: 1.51% of MHI
- City could theoretically afford \$3,000,000 in debt
- Target \$500,000 in reserves reached in 2030 or 2031.

	Actuals		Budget	Projected				
	2024	2025	2026	2027	2028	2029	2030	2031
O&M Costs	\$460,000	\$502,000	\$502,000	\$519,570	\$ 537,755	\$556,576	\$576,057	\$596,219
Debt Payments	\$26,000	\$ 36,000	\$ 36,000	\$36,000	\$66,000	\$66,000	\$96,000	\$75,000
Total Expenses		\$538,000	\$538,000	\$636,170	\$684,354	\$703,176	\$752,656	\$751,818
Customer Revenue	\$470,000	\$ 509,000	\$572,000	\$629,200	\$673,244	\$720,371	\$756,390	\$794,209
Residential Bill			\$54.46	\$59.92	\$64.12	\$68.61	\$72.04	\$75.64
End of Year Net +/-	-\$16,000	-\$29,000	\$34,000	\$73,630	\$69,489	\$97,795	\$84,333	\$122,991
Reserves on Hand			\$157,000	\$230,630	\$300,119	\$397,914	\$482,247	\$605,237

4.6 Conclusions and recommendations

The amount of revenue the Forks wastewater system requires is heavily dependent on grant opportunities, lender requirements and loan terms. As the availability of grants is not guaranteed, the city should place itself in a financial position to afford to take on debt to finance capital projects. As a general rule, wastewater rates should be increased regularly to keep up with inflation, operating costs, and capital project funding needs.

All three budget projections modeled in the analysis can support \$1,000,000 in debt. All three remain affordable in 2031, although the Tapered model affordability becomes borderline in 2031 (1.51%). Of the three budget models, option #2 is the most pragmatic approach (10% increase in 2027 plus 5% annual after that). It will allow flexibility for taking on additional debt, remains affordable, and builds sufficient reserves. It is ultimately the decision of the City to determine the amount, and timing of, any rate increases.

The budget, and the need for rate increases, should be reviewed annually to track progress and adjusted as necessary to fulfill fiscal goals and balance affordability. This allows for adjustment of rates should conditions change.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF FORKS AND CLINT WOOD**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Forks, Washington, a municipal corporation (“City”) and Clint Wood (hereinafter the “Consultant”).

RECITALS:

WHEREAS, the City desires to have professional services performed on behalf of the City during the absence of the City Planner; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform the work as assigned by the City, which may include the services described in Exhibit “A” of this Agreement which is attached hereto and incorporated herein by this reference as if set forth in full. However, if Exhibit “A” conflicts with the terms of this Agreement, this Agreement shall control. Additional work may be assigned by the City, however, this Agreement does not obligate the City to assign any specific work or any work to the Consultant. In performing the services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered according to the rates set forth in Exhibit “A”. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending December 31, 2026, unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. Independent Consultant. The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

6. Indemnification. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and

the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** Due to the limited nature and scope of the Consultant's work and based on the City's determination that the services present minimal risk exposure, the City hereby waives its standard insurance requirements for this Agreement. This waiver applies solely to this Agreement and does not constitute a waiver of insurance requirements for any future contracts, amendments, or additional services beyond the scope described above.

The City's waiver of insurance requirements does not limit or reduce the Consultant's responsibility for its own acts, errors, or omissions. The Consultant remains fully responsible for ensuring it has adequate financial resources or voluntary insurance coverage to address any claims arising from his work. The Consultant assumes all risks associated with the performance of the services under this Agreement, consistent with Section 6 hereof.

8. **Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. **City's Right of Inspection and Audit.**

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Consultant to Maintain Records to Support Independent Contractor Status. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this

Agreement.

13. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure, or such claim shall be waived for any period in which notice was due.

14. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

15. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services

for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. Employment of State Retirees. The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibit, then the terms and conditions of this Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Forks shall be sent to the following address:

Clerk /Treasurer
City of Forks
500 East Division Street
Forks, WA 98331-8618

Notices to the Consultant shall be sent to the following address:

Clint Wood
1450 Mullings Ln.
P.O. Box 841
Forks, WA 98331

22. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Clallam County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

23. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

25. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

[Signatures on Next Page]

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CITY OF FORKS

CONSULTANT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST

Caryn Depew
City Clerk/Treasurer

APPROVED AS TO FORM

Charlotte Archer, Interim City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant and Rates.

The Consultant will perform contract and project/construction management services, including preparing and reviewing contract documents, tracking obligations and deadlines, supporting negotiations, maintaining project and contract plans, and advising the City on contract-related risks and requirements. Work shall not commence until Consultant receives a notice to proceed for each assigned task from the Mayor.

All services will be billed at an hourly rate of \$85.00, subject to a total contract cap of \$2500.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF FORKS AND RANDY MACAVOY**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Forks, Washington, a municipal corporation (“City”) and Randy MacAvoy (hereinafter the “Consultant”).

RECITALS:

WHEREAS, the City desires to have professional services performed on behalf of the City during the absence of the City Planner; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform the work as assigned by the City, which may include the services described in Exhibit “A” of this Agreement which is attached hereto and incorporated herein by this reference as if set forth in full. However, if Exhibit “A” conflicts with the terms of this Agreement, this Agreement shall control. Additional work may be assigned by the City, however, this Agreement does not obligate the City to assign any specific work or any work to the Consultant. In performing the services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered according to the rates set forth in Exhibit “A”. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval. However, if the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending December 31, 2026, unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

5. Independent Consultant. The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

6. Indemnification. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW

4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Insurance.** Due to the limited nature and scope of the Consultant's work and based on the City's determination that the services present minimal risk exposure, the City hereby waives its standard insurance requirements for this Agreement. This waiver applies solely to this Agreement and does not constitute a waiver of insurance requirements for any future contracts, amendments, or additional services beyond the scope described above.

The City's waiver of insurance requirements does not limit or reduce the Consultant's responsibility for its own acts, errors, or omissions. The Consultant remains fully responsible for ensuring it has adequate financial resources or voluntary insurance coverage to address any claims arising from his work. The Consultant assumes all risks associated with the performance of the services under this Agreement, consistent with Section 6 hereof.

8. **Record Keeping and Reporting.**

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. **City's Right of Inspection and Audit.**

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms

of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Consultant to Maintain Records to Support Independent Contractor Status. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the Parties which is subject to RCW Title 51, Industrial Insurance.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid

within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure, or such claim shall be waived for any period in which notice was due.

14. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

15. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. Employment of State Retirees. The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibit, then the terms and conditions of this Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Forks shall be sent to the following address:

Clerk /Treasurer
City of Forks
500 East Division Street
Forks, WA 98331-8618

Notices to the Consultant shall be sent to the following address:

Randy MacAvoy
188-253 Highway 101
Forks, WA 98331

22. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Clallam County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

23. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

25. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

[Signatures on Next Page]

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CITY OF FORKS

CONSULTANT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST

Caryn Depew
City Clerk/Treasurer

APPROVED AS TO FORM

William R. Fleck, Attorney/Planner

EXHIBIT A

Scope of Services to be Provided by Consultant and Rates.

The Consultant will perform contract and project/construction management services for construction work associated with the Rainforest Arts Center, including preparing and reviewing contract documents, tracking obligations and deadlines, supporting negotiations, maintaining project and contract plans, and advising the City on contract-related risks and requirements. Work shall not commence until Consultant receives a notice to proceed for each assigned task from the Mayor.

All services will be billed at an hourly rate of \$85.00, subject to a total contract cap of \$1700.

Yes, this is a part of the 10-year periodic update schedule, required under RCW 36.70A.130.

Enter the date for adoption for this amendment 06-08-2026

Categories

Submittal Category	
Comprehensive Plan	

Attachments

Attachment Type	File Name	Uploaded Date
Ordinance or Resolution	Forks Ordinance No. 689.pdf	6/15/26, 1:09 PM
Materials Submitted	Forks 2025-2045 Comprehensive Plan Update - 11 May 2026.pdf	6/15/26, 1:09 PM
Combined Comp Plan and Dev Reg Amend - Adopted	Forks 2025-2045 Comprehensive Plan Update - 11 May 2026.pdf	6/15/26, 1:09 PM

Contact Information

Prefix

Mr.



- Home
- Intake
- Jurisdictions
- Contacts
- Submittals
- Cases
- Admin

Close

THANK YOU

[Printer Friendly Version](#)

We have received your submitted amendment. Please allow 1-3 business days for review. Please keep the Submittal ID as your receipt and for any future questions. We will also send an email receipt to all contacts listed in the submittal.

Submittal ID: 2026-S-12932

Submittal Date and Time: Jun 15, 2026, 12:00:00 AM

Submittal Information

Jurisdiction:	Forks City (0501)
Submittal Type:	Notice of Final Adoption
Amendment Type:	Combined Comprehensive Plan and Development Regulation Amendment
	Draft Submittal ID:

Amendment Information

Brief Description

(04/27/2026) a20 | prod

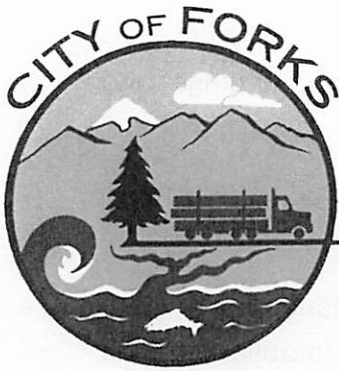
Last Name Fleck
Title Attorney/Planner
Work Phone (360) 374-5412 Ext 111
Cell Phone
Email rodf@forkswashington.org

Yes. This is a consultant.

Consulting Firm Name

Yes, I would like to be contacted for Technical Assistance.

Close



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

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

ORDER OF REMAND

The City Council of the City of Forks, having considered the record on appeal, the arguments of the parties, and the applicable provisions of the Forks Municipal Code, hereby finds that additional review is necessary regarding issues material to the Conditional Use Permit (“CUP”) application submitted by Tom Tucker, as presented on the appeal of Cora Sasticum, pursuant to Forks Municipal Code 17.85.040.

I. FINDINGS

1. The record reflects uncertainty regarding the intended occupancy of the proposed structures and the resulting impacts on the surrounding community, including but not limited to traffic, noise, intensity of use, and compatibility with adjacent properties.
2. The Council further finds that the record is unclear as to whether the proposed structures, as designed and intended to be used, would trigger building permit requirements, occupancy classifications, or other standards under the International Building Code, International Residential Code, or applicable local amendments.
3. Because occupancy classification and building-code applicability may materially affect the scope, scale, and impacts of the proposed use, the Council concludes that the Planning Commission did not have sufficient information to fully evaluate the CUP criteria related to intensity of use, public health and safety, and neighborhood compatibility.
4. Additional fact-finding and analysis are necessary to ensure a complete and accurate record before a final decision on the CUP can be made.

II. ORDER

IT IS HEREBY ORDERED:

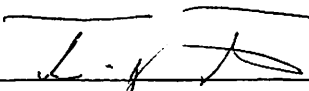
1. Pursuant to Forks Municipal Code 17.85.050, the matter is REMANDED to the Planning Commission for further proceedings consistent with this Order.

2. On remand, the Planning Commission shall develop additional findings and conclusions regarding:
 - o The anticipated occupancy of the proposed structures, including maximum and typical occupancy levels.
 - o Whether the proposed structures, as designed and intended to be used, require building permits, occupancy classification, or compliance with applicable building or fire-safety standards.
 - o The extent to which occupancy levels and applicable code requirements may affect impacts to the surrounding community, including traffic, noise, intensity of use, and neighborhood compatibility.
3. The Planning Commission may require the Applicant to submit supplemental materials, including but not limited to building-code analyses, occupancy studies, or revised site or structural plans.
4. Following additional review, the Planning Commission shall issue amended findings, conclusions, and a determination addressing the issues identified in this Order.

III. RETENTION OF JURISDICTION

The City Council retains jurisdiction over this appeal and will resume review upon receipt of the Planning Commission's amended determination.

Signed on 12 June 2026, and in so signing I certify that the above accurately reflects the findings and order of the City Council in this matter.



Mayor Tim Fletcher
City of Forks

Dissemination of Notice of Decision and appeal:

Pursuant to Forks Municipal Code 17.85.050, this decision is issued in writing following the conclusion of the hearing and recites the Council's findings in support thereof. Pursuant to FMC 17.135.040, copies of this decision shall be delivered to the applicant or appellant, to the building inspector, and one copy shall be filed with the council as a permanent record. The decision of the council shall be final and conclusive unless within 10 days from the date of said decision the original applicant (or appellant) or an adverse party makes application to the Superior Court of Washington for Clallam County for a writ of certiorari, prohibition or mandamus.