

City of Forks
Council Meeting Minutes Regular Session
City Council Chambers
May 11, 2026

PLEDGE OF ALLEGIANCE AND CALL TO ORDER

0:03 Mayor Fletcher led the Pledge of Allegiance and then called the meeting to order at 7:30 p.m.

0:25 **ROLL CALL**

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

MODIFICATIONS/APPROVAL OF AGENDA

0:43 Mayor Fletcher noted an error on the agenda, and asked that the resolution number for Action Item 9 be changed from 537 to 538.

1:13 **Motion** to approve the agenda as modified by Soha, second Gingell, motion carried.

PUBLIC COMMENT

1:55 Lissy Andros, Executive Director Forks Chamber of Commerce, reported new Visitor Information Center records were set with January, February, March, and April showing the highest number of visitors for those months to date. She also thanked the Council for approving Chamber use of Tillicum Park for movies throughout the summer, and said the 4th of July schedule is now available on the forkswa.com website.

ACTION ITEMS

1. Council Meeting Minutes

3:06 **Motion** to approve minutes from the April 27, 2026 Regular Meeting by Gingell, second Soha, motion carried.

2. Expenditures

3:30 **Motion** to approve payroll checks 45682 through 45700 in the amount of \$162,514.41, claim checks 45701 through 45735 and EFTs as included in the total amount of \$101,623.37, and travel checks 3773 through 3778 in the amount of \$537.85 by Soha, second Gingell, motion carried.

3. Hoh Indian Tribe Intergovernmental Agreement

4:21 Mayor Fletcher introduced the Agreement, which Council read through.

- 8:41 **Motion** to table this item until more information is provided by Pearson, second Gingell. There was a brief discussion regarding the type of information needed to proceed.
- 10:09 Charlotte A. Archer, interim attorney for the City of Forks and present via Zoom, explained the accurate protocol for a situation like this.
- 10:39 **Motion** to table this item until the May 26, 2026 Regular Meeting by Pearson, second Gingell, motion carried.
- 4. Forks Industrial Park Trenching Bid Award**
- 11:30 Mayor Fletcher directed Council to the applicable documents in their notebooks.
- 13:31 **Motion** to authorize the Mayor and staff to enter into a contract with D&H Enterprises for the Forks Industrial Park PUD Electrical Extension Trenching, Boring, & Backfill Project by Soha, second Pearson, motion carried.
- 5. Forks Industrial Park PUD Mainline Extension Revision**
- 14:43 **Motion** to approve the revision to the original Line Construction Agreement No. 260406 adding extra conduit, as well as the cost involved, by Soha, second Pearson, motion carried.
- 15:55 In response to a question asked by Pearson after the motion was seconded, Ms. Archer offered a warning regarding the sharing of information and public records.
- 6. Set Forks Comprehensive Plan Public Hearing for June 8, 2026**
- 16:01 **Motion** to set the Forks Comprehensive Plan public hearing for June 8, 2026 by Soha, second Gingell, motion carried.
- 7. Set Planning Commission Decision Appeal Public Hearing for June 8, 2026**
- 16:50 Ms. Archer provided information regarding the Planning Commission decision, the appeal of that decision, and Council's role in the appeal.
- 20:49 **Motion** to set the Planning Commission decision appeal public hearing for June 8, 2026 by Soha, second Gingell, motion carried 3–0 with Pearson abstaining.
- 8. Resolution No. 536: Employee Policy and Procedure Manual Amendment**
- 21:21 Clerk/Treasurer DePew summarized the changes to the Employee Policy and Procedure Manual.
- 22:51 **Motion** to approve Resolution No. 536 amending the City of Forks Employee Policy and Procedure Manual by Soha, second Pearson, motion carried.
- 23:17 **9. Resolution No. 538: Waiving of State Competitive Bidding Requirements**
Council and staff discussed the project.

15:23 **Motion** to approve Resolution No. 538 waiving state competitive bidding requirements by Soha, second Gingell, motion carried.

DISCUSSION ITEMS

1. Forks Industrial Park Fire Suppression System

25:45 Public Works Director Hampton noted he already explained the project before action was taken on Resolution No. 538. There was no further discussion.

2. Council Member Reports

There were no Council member reports.

3. Staff Reports

27:50 **Clerk/Treasurer DePew** directed Council to the dispute resolution memorandum regarding the unacceptable refinishing of the Rainforest Art Center floor, explaining that Randy McAvoy will serve as onsite consultant when the contractor returns to refinish the floor again. She also reminded Council the next Regular Meeting will be the Tuesday after Memorial Day, and reported the Tillicum Park RCO grant application was submitted with a presentation to be held on Wednesday, and one of the small restrooms at Tillicum Park is now open from 6:00 a.m. to 4:45 p.m. She then told Council the City responded to the request from Maria Cantwell's office for information regarding the FAA grant, the City's application for which she supported, for runway improvements at the Quillayute Airport.

29:55 **Public Works Director Hampton** reported the E St paving project will go out to bid soon to close at the end of May, the crew will start work on a new water main project associated with property development, and he will be ordering a new drinking fountain for the Ben Dome.

4. Mayor's Report

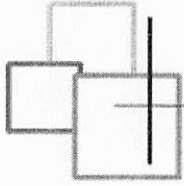
Mayor Fletcher informed Council that Attorney/Planner Fleck is on medical leave, but that he and City staff have been working to keep things caught up with the help of Ms. Archer and others.

5. ADJOURNMENT

32:26 **Motion** to adjourn by Soha, second Gingell, motion carried. Meeting adjourned at 8:02 p.m.

Tim Fletcher, Mayor

Caryn DePew, Clerk/Treasurer

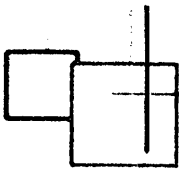


Voucher Directory

Fiscal: : 2026 - May

Council Date: : 2026 - May - Manuals Second Council

Vendor	Number	Reference	Account Number	Description	Amount
Rain Paint LLC					
	45754			2026 - May - Manuals Second Council	
		RP-2026-001			
			Ind. Park Insulation		
			410-000-000-594-59-60-01	Industrial Park Upgrades	\$30,393.00
		Total RP-2026-001			\$30,393.00
	Total 45754				\$30,393.00
Total Rain Paint LLC					\$30,393.00
WA Dept Natural Resources					
	45736			2026 - May - Manuals Second Council	
		Refund050826			
			RAC Deposit Refund		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$500.00
		Total Refund050826			\$500.00
	Total 45736				\$500.00
Total WA Dept Natural Resources					\$500.00
Grand Total		Vendor Count	2		\$30,893.00



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2026 - May - Manuals Second Council

410	Airport/Industrial Park	\$30,893.00
	Count: 1	\$30,893.00

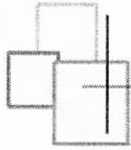
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a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

Signed: _____
Title: Accounting Technician

Date: _____

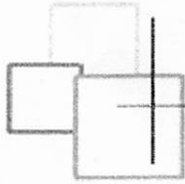
Audited and ordered paid by Forks City Council:

Auditing Committee



Register

Number	Name	Fiscal Description	Amount
<u>45737</u>	AFLAC Remittance Processing	2026 - May - Second Council Date	\$21.00
<u>45738</u>	AWC Employee Benefit Trust	2026 - May - Second Council Date	\$375.00
<u>45739</u>	AWC Life Ins - Supplemental	2026 - May - Second Council Date	\$37.10
<u>45740</u>	Department of Employment Security	2026 - May - Second Council Date	\$145.83
<u>45741</u>	Dept of Labor & Industry	2026 - May - Second Council Date	\$2,159.35
<u>45742</u>	Dept of Retirement - Def Comp	2026 - May - Second Council Date	\$613.90
<u>45743</u>	Dept of Retirement - Def Comp - Roth	2026 - May - Second Council Date	\$60.38
<u>45744</u>	Dept of Retirement Systems-LEOFF	2026 - May - Second Council Date	\$2,400.81
<u>45745</u>	Dept of Retirement Systems-PERS 2	2026 - May - Second Council Date	\$4,225.39
<u>45746</u>	Dept of Retirement Systems-PERS 3	2026 - May - Second Council Date	\$610.12
<u>45747</u>	Dept of Retirement Systems-PSERS	2026 - May - Second Council Date	\$1,787.24
<u>45748</u>	EFTPS	2026 - May - Second Council Date	\$16,392.66
<u>45749</u>	Employment Security Dept - PFML	2026 - May - Second Council Date	\$588.51
<u>45750</u>	Teamsters Local 589	2026 - May - Second Council Date	\$296.50
<u>45751</u>	United Way	2026 - May - Second Council Date	\$38.00
<u>45752</u>	WA Cares	2026 - May - Second Council Date	\$294.35
<u>45753</u>	Washington State Support Registry	2026 - May - Second Council Date	\$317.00
<u>Direct Deposit Run - 5/20/2026</u>	Payroll Vendor	2026 - May - Second Council Date	\$54,243.54
			\$84,606.68



Fund Transaction Summary

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

Fund Number	Description	Amount
001	General Fund	\$49,515.08
101	Street	\$3,624.55
140	Lodging Tax Fund	\$541.86
150	Transit Center Fund	\$186.00
400	Water	\$19,454.24
402	Sewer	\$7,749.40
410	Airport/Industrial Park	\$3,535.55
	Count: 7	\$84,606.68

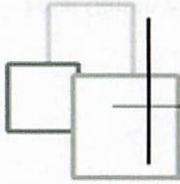
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a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

Signed: _____
Title: Accounting Technician

Audited and ordered paid by Forks City Council:

Date: _____

Auditing Committee



Voucher Directory

Fiscal: : 2026 - May

Council Date: : 2026 - May - Second Council Date

Vendor	Number	Reference	Account Number	Description	Amount
AWC Employee Benefit					
	45755			2026 - May - Second Council Date	
		052026/AWC Leoff1			
			Leoff 1-Rice		
			001-000-000-521-20-41-15	Rice	\$1,057.10
		Total 052026/AWC Leoff1			\$1,057.10
	Total 45755				\$1,057.10
Total AWC Employee Benefit					\$1,057.10
Baker Sterchi Coden & Rice					
	45756			2026 - May - Second Council Date	
		464963			
			Legal Services		
			001-000-000-515-31-41-00	Professional Services	\$350.00
		Total 464963			\$350.00
	Total 45756				\$350.00
Total Baker Sterchi Coden & Rice					\$350.00
Beckwith Consulting Group					
	45757			2026 - May - Second Council Date	
		Beckwith -2			
			Tillicum Park Improvement Plan		
			001-000-000-594-76-63-01	Tillicum Park Improvements	\$6,131.25
			010-000-000-594-76-63-01	Tillicum Park Improvements	\$6,131.25
				GMA	

Vendor	Number	Reference	Account Number	Description	Amount
		Total Beckwith -2			\$12,262.50
		Beckwith-3			
			Tillicum Park Improvement Plan		
			001-000-000-594-76-63-01	Tillicum Park Improvements	\$4,356.25
			010-000-000-594-76-63-01	Tillicum Park Improvements	\$4,356.25
				GMA	
		Total Beckwith-3			\$8,712.50
	Total 45757				\$20,975.00
Total Beckwith Consulting Group					\$20,975.00
C.C. Dept Of Health & Human Service					
	45758			2026 - May - Second Council Date	
		HHS26-0182			
			Testing		
			400-000-000-534-80-41-42	Testing	\$126.00
		Total HHS26-0182			\$126.00
	Total 45758				\$126.00
Total C.C. Dept Of Health & Human Service					\$126.00
Canon Fin Serv Inc					
	45759			2026 - May - Second Council Date	
		43182508			
			Copier Lease		
			001-000-000-515-31-31-00	Operating Supplies	\$33.36
			001-000-000-558-61-31-00	Operating Supplies	\$33.36
			101-000-000-542-31-31-00	Operating Supplies	\$100.08
			400-000-000-534-80-31-00	Operating Supplies	\$66.72
			402-000-000-535-80-31-00	Operating Supplies	\$66.72
			410-000-000-552-10-31-00	Operating Supplies	\$33.37
		Total 43182508			\$333.61
	Total 45759				\$333.61
Total Canon Fin Serv Inc					\$333.61
Carradine, Tim					

Vendor	Number	Reference	Account Number	Description	Amount
	45760		2026 - May - Second Council Date		
		7776			
			IT Services		
			001-000-000-514-23-48-02	Computer Repair	\$241.42
			001-000-000-514-23-48-02	Computer Repair	\$276.36
			001-000-000-515-31-48-02	Computer Repair	\$24.89
			001-000-000-515-31-48-02	Computer Repair	\$115.41
			001-000-000-558-50-41-00	Professional Services	\$25.79
			001-000-000-558-61-48-02	Computer Repair	\$24.89
			001-000-000-558-61-48-02	Computer Repair	\$115.41
			101-000-000-542-31-48-41	Computer Repair	\$36.28
			400-000-000-534-80-48-41	Computer Repair	\$49.77
			400-000-000-534-80-48-41	Computer Repair	\$232.14
			400-000-000-534-80-48-41	Computer Repair	\$120.05
			400-000-000-534-80-48-41	Computer Repair	\$450.36
			402-000-000-535-80-48-01	Computer Repair	\$153.53
			402-000-000-535-80-48-01	Computer Repair	\$44.52
			410-000-000-546-10-41-00	Professional Services	\$143.30
			410-000-000-546-10-41-00	Professional Services	\$19.24
			410-000-000-552-10-48-02	Computer Repair	\$49.77
		Total 7776			\$2,123.13
		7777			
			IT Services		
			001-000-000-521-20-48-28	Computer Repair	\$325.80
			001-000-000-523-61-48-17	Computer Repair	\$325.80
		Total 7777			\$651.60
	Total 45760				\$2,774.73
Total Carradine, Tim					\$2,774.73
Century West Engineering Corp.					
	45761		2026 - May - Second Council Date		
		251953			
			Runway Improvement Design		
			412-000-000-594-46-63-01	Runway Improvements	\$4,956.84

Vendor	Number	Reference	Account Number	Description	Amount
		Total 251953			\$4,956.84
	Total 45761				\$4,956.84
Total Century West Engineering Corp.					\$4,956.84
Centurylink					
	45762			2026 - May - Second Council Date	
		052026/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 052026/CenturyLink			\$741.45
	Total 45762				\$741.45
Total Centurylink					\$741.45
CenturyLink Business Services					
	45763			2026 - May - Second Council Date	
		784401101			
			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 784401101			\$627.77
	Total 45763				\$627.77
Total CenturyLink Business Services					\$627.77
Clallam County EDC					
	45764			2026 - May - Second Council Date	
		4791			

Vendor	Number	Reference	Account Number	Description	Amount
			1Q Prof. Servicese		
			410-000-000-552-10-41-00	Professional Services	\$2,250.00
		Total 4791			\$2,250.00
		4833			
			Ind. Pk. NRIC Grant Match		
			410-000-000-594-59-60-01	Industrial Park Upgrades	\$4,447.00
		Total 4833			\$4,447.00
	Total 45764				\$6,697.00
Total Clallam County EDC					\$6,697.00
Clallam Public Defender					
	45765			2026 - May - Second Council Date	
		052026/Public Defender			
			Public Defender Services		
			001-000-000-512-52-41-00	Public Defender	\$2,833.33
		Total 052026/Public Defender			\$2,833.33
	Total 45765				\$2,833.33
Total Clallam Public Defender					\$2,833.33
Daily Journal Of Commerce					
	45766			2026 - May - Second Council Date	
		3419946			
			E St Advertisement		
			301-000-000-595-30-00-08	TIB E Street	\$882.75
		Total 3419946			\$882.75
	Total 45766				\$882.75
Total Daily Journal Of Commerce					\$882.75
Elite Electrical Contracting Co., Inc.					
	45767			2026 - May - Second Council Date	
		4149			
			Light Pole Replacement		
			101-000-000-542-31-48-00	Repair & Maintenance	\$6,485.00
		Total 4149			\$6,485.00

Vendor	Number	Reference	Account Number	Description	Amount
	Total 45767				\$6,485.00
Total Elite Electrical Contracting Co., Inc.					\$6,485.00
Enterprise FM Trust					
	05202026/Enterprise EFT		2026 - May - Second Council Date		
		574757A-050526			
			Vehicle Leases		
			001-000-000-594-14-66-03	2020 Nissan Rogue	\$31.62
			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	\$52.97
			400-000-000-594-34-66-03	2020 Nissan Rogue	\$51.53
			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
			400-000-000-594-34-66-10	2020 Toyota Tacoma 710210D - JC	\$105.92
			402-000-000-594-35-66-03	2020 Nissan Rogue	\$17.57
			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	\$16.40
			410-000-000-594-52-66-04	2020 Toyota Tacoma 741021D - JC	\$105.94
		Total 574757A-050526			\$3,563.64
	Total 05202026/Enterprise EFT				\$3,563.64
Total Enterprise FM Trust					\$3,563.64
Ferguson Enterprises, Inc.					
	45768		2026 - May - Second Council Date		
		0115643			
			Inventory Parts		
			400-000-000-534-80-34-00	Inventory	\$840.26
		Total 0115643			\$840.26
		0117138			

Vendor	Number	Reference	Account Number	Description	Amount
			Meter MXU's		
			400-000-000-534-80-34-10	Water Meters	\$11,988.06
		Total 0117138			\$11,988.06
		0117742			
			Jacoby Main Parts		
			400-000-000-534-80-34-00	Inventory	\$31,678.60
		Total 0117742			\$31,678.60
		0118206			
			C900 for Jacoby Project		
			400-000-000-534-80-34-00	Inventory	\$13,987.68
		Total 0118206			\$13,987.68
		0119129			
			Inventory Parts		
			400-000-000-534-80-34-00	Inventory	\$511.48
		Total 0119129			\$511.48
		0119145			
			Jacoby Project		
			400-000-000-534-80-34-00	Inventory	\$511.48
		Total 0119145			\$511.48
	Total 45768				\$59,517.56
Total Ferguson Enterprises, Inc.					\$59,517.56
First Step Family Support					
	45769			2026 - May - Second Council Date	
		052026/First Step			
			RAC Deposit Refund		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$500.00
		Total 052026/First Step			\$500.00
	Total 45769				\$500.00
Total First Step Family Support					\$500.00
Forks Auto Electric					
	45770			2026 - May - Second Council Date	
		321573			

Vendor	Number	Reference	Account Number	Description	Amount
			Battery		
			402-000-000-535-80-35-01	Biosolids - Mach & Eqmpt	\$205.25
		Total 321573			\$205.25
		321602			
			Clutch Solenoid		
			410-000-000-546-10-48-68	Batwing Mower (both airports)	\$73.85
		Total 321602			\$73.85
	Total 45770				\$279.10
Total Forks Auto Electric					\$279.10
Forks Outfitters, Inc					
	45771				
			2026 - May - Second Council Date		
		052026/Outfitters			
			Supplies		
			001-000-000-514-23-31-45	Janitorial Supplies	\$9.61
			001-000-000-521-20-31-00	Operating Supplies	\$18.45
			001-000-000-523-61-31-00	Operating Supplies	\$13.02
			001-000-000-523-61-31-55	Jail Cleaning Supplies	\$14.11
			001-000-000-523-61-31-55	Jail Cleaning Supplies	\$14.11
			001-000-000-554-31-31-00	Operating Supplies	\$27.14
			001-000-000-576-80-48-00	Repair & Maintenance	\$77.56
			150-000-000-547-10-31-00	Operating Supplies	\$91.30
			150-000-000-547-10-48-00	Repair And Maintenance	\$83.64
			400-000-000-534-80-31-00	Operating Supplies	\$21.70
			400-000-000-534-80-31-00	Operating Supplies	\$46.64
			400-000-000-534-80-31-00	Operating Supplies	\$18.66
			400-000-000-534-80-31-00	Operating Supplies	\$30.39
			400-000-000-534-80-31-00	Operating Supplies	\$39.28
			400-000-000-534-80-31-00	Operating Supplies	\$54.67
			400-000-000-534-80-31-41	Tools	\$10.84
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$15.66
			400-000-000-534-80-48-51	Field Repair Van	\$39.05
			400-000-000-534-80-48-51	Field Repair Van	\$3.25
			402-000-000-535-80-31-00	Operating Supplies	\$32.97

Vendor	Number	Reference	Account Number	Description	Amount
			402-000-000-535-80-31-00	Operating Supplies	\$20.62
			402-000-000-535-80-31-00	Operating Supplies	\$22.49
			402-000-000-535-80-31-00	Operating Supplies	\$62.29
			402-000-000-535-80-31-00	Operating Supplies	\$34.74
			402-000-000-535-80-31-00	Operating Supplies	\$44.50
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$5.34
			410-000-000-546-10-31-45	Janitorial Supplies	\$4.98
		Total 052026/Outfitters			\$857.01
	Total 45771				\$857.01
Total Forks Outfitters, Inc					\$857.01
Jackson Civil Engineering, LLC					
	45772			2026 - May - Second Council Date	
		0032-04-05			
			E Street Reconstruction		
			301-000-000-595-30-00-08	TIB E Street	\$48,916.50
		Total 0032-04-05			\$48,916.50
		0032-08-02			
			Jacoby Water Line Review		
			400-000-000-534-80-41-00	Professional Services	\$90.00
		Total 0032-08-02			\$90.00
		0037-GEN-03			
			Sewer Runoff Information		
			402-000-000-535-80-41-00	Professional Services	\$116.67
		Total 0037-GEN-03			\$116.67
	Total 45772				\$49,123.17
Total Jackson Civil Engineering, LLC					\$49,123.17
Jerry's Small Engines					
	45773			2026 - May - Second Council Date	
		052026/Jerry's			
			Supplies		
			400-000-000-534-80-31-00	Operating Supplies	\$58.59
		Total 052026/Jerry's			\$58.59

Vendor	Number	Reference	Account Number	Description	Amount
	Total 45773				\$58.59
Total Jerry's Small Engines					\$58.59
Kitsap County Sheriff's Office	45774			2026 - May - Second Council Date	
		EVOC2026-13			
			EVOC-Lenz & Verplank		
			001-000-000-521-20-43-11	Training/tuition	\$108.44
		Total EVOC2026-13			\$108.44
	Total 45774				\$108.44
Total Kitsap County Sheriff's Office					\$108.44
Maxrev Motors LLC	45775			2026 - May - Second Council Date	
		1562			
			Steering Column Repair		
			400-000-000-534-80-31-15	2002 F450 Dump Truck 59826D	\$733.90
		Total 1562			\$733.90
		1686			
			Brakes		
			001-000-000-521-20-48-33	2018 Explorer 63456D/Verplank	\$1,553.53
		Total 1686			\$1,553.53
	Total 45775				\$2,287.43
Total Maxrev Motors LLC					\$2,287.43
Olympic Springs Inc.	45776			2026 - May - Second Council Date	
		052026/Oly. Springs			
			Water		
			001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$32.91
		Total 052026/Oly. Springs			\$32.91
	Total 45776				\$32.91
Total Olympic Springs Inc.					\$32.91

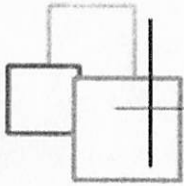
Vendor	Number	Reference	Account Number	Description	Amount
Postmaster - Trust Acct					
	45777			2026 - May - Second Council Date	
		052026/CCR Mailing			
			Annual CCR Mailing		
			400-000-000-534-80-42-41	Postage	\$1,200.00
		Total 052026/CCR Mailing			\$1,200.00
		052026/Postmaster			
			Postage		
			400-000-000-534-80-42-41	Postage	\$450.00
			402-000-000-535-80-42-51	Postage	\$150.00
		Total 052026/Postmaster			\$600.00
	Total 45777				\$1,800.00
Total Postmaster - Trust Acct					\$1,800.00
Rusty Gate Nursery					
	45778			2026 - May - Second Council Date	
		052026/Rusty Gate			
			Supplies		
			001-000-000-576-80-31-00	Operating Supplies	\$81.45
			400-000-000-594-34-63-35	E St Water Main Replace Proj.	\$27.69
		Total 052026/Rusty Gate			\$109.14
	Total 45778				\$109.14
Total Rusty Gate Nursery					\$109.14
Sound Publishing, Inc					
	45779			2026 - May - Second Council Date	
		8193388			
			Advertising		
			001-000-000-558-61-41-01	Advertising	\$3,199.27
		Total 8193388			\$3,199.27
		8193616			
			Utilities/Maint. Ad		
			101-000-000-542-31-41-01	Advertising	\$42.37
			400-000-000-534-80-44-00	Advertising	\$14.13

Vendor	Number	Reference	Account Number	Description	Amount
		Total 8193616			\$56.50
	Total 45779				\$3,255.77
Total Sound Publishing, Inc					\$3,255.77
St. Marie Law					
	45780			2026 - May - Second Council Date	
		65			
			Conflict Attorney		
			001-000-000-512-52-41-01	Conflict Attorney	\$2,360.00
		Total 65			\$2,360.00
	Total 45780				\$2,360.00
Total St. Marie Law					\$2,360.00
Swanson's Repair					
	45781			2026 - May - Second Council Date	
		0180559			
			Backhoe Tire Install		
			400-000-000-534-80-48-42	Case Back-Hoe	\$162.90
		Total 0180559			\$162.90
	Total 45781				\$162.90
Total Swanson's Repair					\$162.90
Unum					
	45782			2026 - May - Second Council Date	
		052026/Unum			
			Leoff 1 LTC Insurance		
			001-000-000-521-20-41-15	Rice	\$188.70
		Total 052026/Unum			\$188.70
	Total 45782				\$188.70
Total Unum					\$188.70
USA Bluebook					
	45783			2026 - May - Second Council Date	
		INV01032556			

Vendor	Number	Reference	Account Number	Description	Amount
			Testing Supplies		
			400-000-000-534-80-41-42	Testing	\$86.48
		Total INV01032556			\$86.48
	Total 45783				\$86.48
Total USA Bluebook					\$86.48
USDA					
	05242026/USDA EFT			2026 - May - Second Council Date	
		052420269/USDA			
			Loan Payment		
			400-000-000-591-34-70-01	USDA Water Tank Loan Principal	\$2,721.90
			400-000-000-592-34-80-01	USDA Water Tank Loan Interest	\$3,078.10
		Total 052420269/USDA			\$5,800.00
	Total 05242026/USDA EFT				\$5,800.00
Total USDA					\$5,800.00
Verizon Wireless, Bellevue					
	45784			2026 - May - Second Council Date	
		6142893520			
			Cellular Service		
			001-000-000-511-61-42-00	Communication	\$39.23
			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 6142893520			\$858.35
	Total 45784				\$858.35
Total Verizon Wireless, Bellevue					\$858.35
WA Department Of Transportation					
	45785			2026 - May - Second Council Date	
		FB19000110261			
			Fuel		
			001-000-000-521-20-32-00	Fuel/oil	\$1,248.84

Vendor	Number	Reference	Account Number	Description	Amount
		Total FB19000110261			\$1,248.84
		FB91000010261			
			Fuel		
			001-000-000-511-61-32-00	Unleaded	\$59.16
			001-000-000-521-20-32-00	Fuel/oil	\$225.81
			001-000-000-558-50-32-00	Fuel/oil	\$21.85
			001-000-000-576-80-32-00	Fuel	\$15.45
			101-000-000-542-31-32-00	Fuel	\$942.56
			140-000-000-557-30-32-00	Fuel	\$12.32
			150-000-000-547-11-32-00	Fuel	\$11.09
			400-000-000-534-80-32-00	Fuel	\$765.30
			402-000-000-535-80-32-00	Fuel	\$80.43
			410-000-000-546-10-32-00	Fuel	\$16.08
			410-000-000-552-10-32-00	Fuel	\$4.93
		Total FB91000010261			\$2,154.98
	Total 45785				\$3,403.82
Total WA Department Of Transportation					\$3,403.82
WA Dept Lic Bus Prof Div					
	05202026/CPL EFT			2026 - May - Second Council Date	
		05202026/CPL EFT			
			CPL Fees		
			650-000-000-589-30-00-50	State Share Gun Permit/DOL	\$165.00
		Total 05202026/CPL EFT			\$165.00
	Total 05202026/CPL EFT				\$165.00
Total WA Dept Lic Bus Prof Div					\$165.00
Walter E. Nelson Co.					
	45786			2026 - May - Second Council Date	
		INVSEA1132387			
			Toothpaste		
			001-000-000-523-61-31-00	Operating Supplies	\$205.75
		Total INVSEA1132387			\$205.75
		INVSEA1136504			

Vendor	Number	Reference	Account Number	Description	Amount
			Janitorial Supplies		
			001-000-000-521-20-31-45	Janitorial Supplies	\$43.61
			001-000-000-576-80-31-75	Janitorial Cleaning Supplies	\$12.05
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$98.40
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$39.12
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$37.59
		Total INVSEA1136504			\$230.77
		INVSEA1136663			
			Janitorial Supplies		
			001-000-000-514-23-31-45	Janitorial Supplies	\$39.12
			001-000-000-521-20-31-45	Janitorial Supplies	\$43.61
			001-000-000-576-80-31-75	Janitorial Cleaning Supplies	\$12.05
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$98.40
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$37.59
		Total INVSEA1136663			\$230.77
		Total 45786			\$667.29
Total Walter E. Nelson Co.					\$667.29
Grand Total		Vendor Count	35		\$184,025.88



Fund Transaction Summary

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

Fund Number	Description	Amount
001	General Fund	\$26,624.03
010	Donation Program	\$10,487.50
101	Street	\$8,070.70
140	Lodging Tax Fund	\$12.32
150	Transit Center Fund	\$186.03
301	Street Projects	\$49,799.25
400	Water	\$73,028.39
402	Sewer	\$2,471.52
410	Airport/Industrial Park	\$8,224.30
412	Quillayute Airport	\$4,956.84
650	State Collections	\$165.00
	Count: 11	\$184,025.88

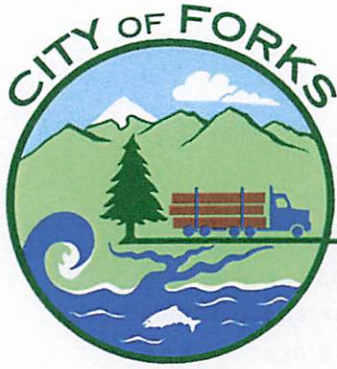
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a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



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

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

May 26, 2026

The Honorable Governor Bob Ferguson
Office of the Governor
416 14th Ave SW
Olympia, WA 98504

Re: Support for the joint, collaborative Emerald Coast Opportunity Zone application Dear Governor

Dear Governor Ferguson,

On behalf of the City of Forks, I am writing to you today to voice our support for the joint Emerald Coast Opportunity Zone application that continues the historic collaboration between Tribal, city and county governments. On the Olympic Peninsula, our communities have many potential opportunities that could become not only attractive investment opportunities, but catalysts for innovative economic growth in the North Olympic Peninsula.

The Emerald Coast Opportunity Zone application consists of five rural census tracts located in Clallam and Jefferson Counties. We are supportive of each of these five applications being forwarded by the Clallam County Economic Development Council (EDC) and EDC Team Jefferson (EDCTJ) in their respective capacities as the Associated Development Organizations (ADOs).

The continued engagement, cooperation, and collective tone build on the nationwide marketing effort that our communities have pursued since 2018. Our community website, www.EmeraldFunds.org generates substantial interest from major national investors. We have applied the lessons learned to target five ready-for-investment census tracts. It is our intention to catalyze sustainable economic growth that is aligned with the cultural and environmental values of the Peninsula.

We enthusiastically support the following five census tracts to be selected as Opportunity Zones as part of the Emerald Coast Opportunity Zone 2.0:

<u>Rural Census Tract</u>	<u>County</u>	<u>Location Description</u>
53009002400	Clallam	West End of Clallam and Quileute Tribal Lands
53009000700	Clallam	Port Angeles including shuttered paper mill site
53009000900	Clallam	Downtown Port Angeles targeted for redevelopment
53031950603	Jefferson	Port Townsend including Boat Yard areas
53031950702	Jefferson	West End of Jefferson and Hoh Tribal Lands & Brinnon

While the original Emerald Coast Opportunity Zone footprint included 14 census tracts, extensive engagement with investors has enabled us to refine our proposal. The selected tracts represent locations where there is strong alignment between targeted and defined market interest and community priorities, ensuring that future investment supports locally driven economic outcomes.

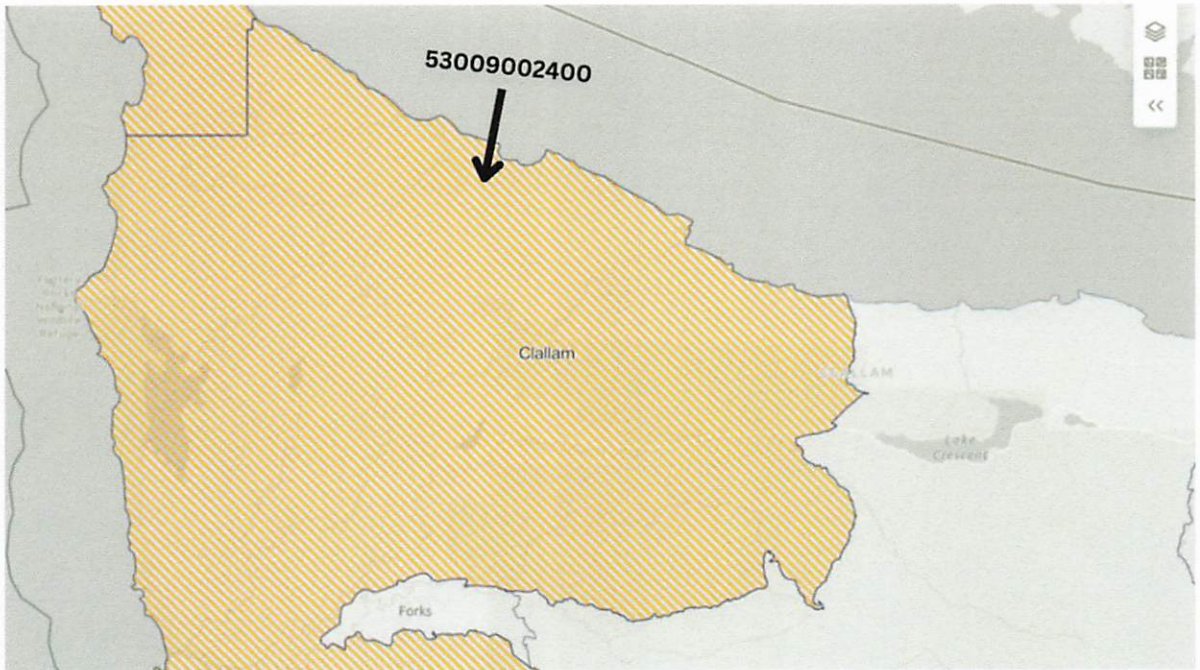
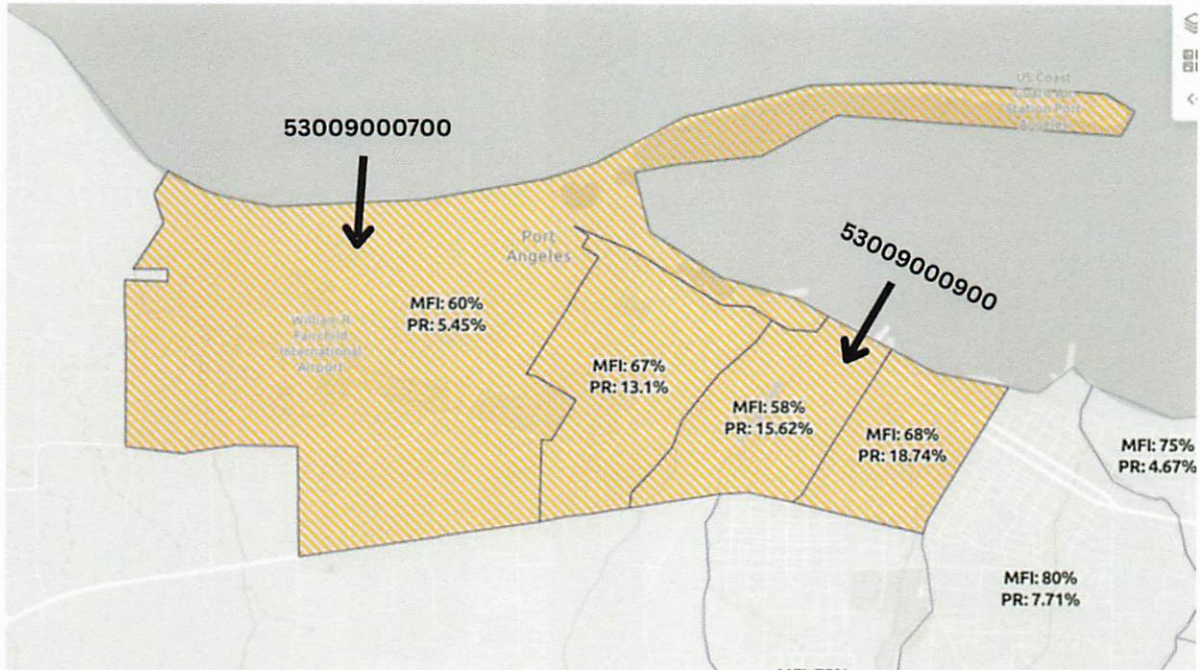
Our communities have struggled economically as historic industries of fishing and forestry have declined and we have experienced retirees choosing our area for second homes or short-term rentals. Continuation of this investment program is critical for the communities within the Emerald Coast Opportunity Zone to reach our near-term potential.

This joint application continues our concentrated and collaborative effort to secure investment in the North Olympic Peninsula communities. We believe designation of these census tracts will invigorate our communities with new residential, commercial, and industrial developments that will potentially become the cornerstone for economic stability and sustainability in the decades to come.

Sincerely,

Tim Fletcher, Mayor
City of Forks

ECOZ Opportunity Zone 2.0 Census Tracts in Clallam County



CITY OF FORKS
TREASURER'S REPORT
March 2026

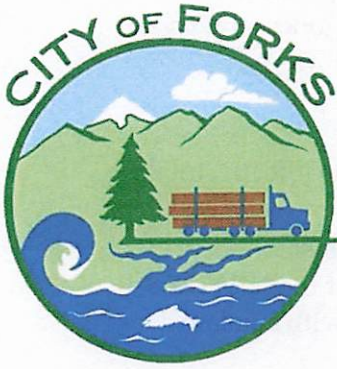
FUND	PREV BAL CASH	PREV BAL INVESTMENT	PREV BAL CASH/INV	2026 March RECEIPTS*	2025 March RECEIPTS*	2026 March DISBURSE	2025 March DISBURSE*	INVESTMENT PURCHASED	ENDING CASH	END BAL CASH/INV	2025 March END BAL*
GENERAL	-900,848.67	2,455,800.00	1,554,951.33	155,283.82 ¹	169,683.31	151,625.47 ⁷	238,637.11	2,455,800.00	-897,190.32	1,558,609.68	1,452,155.30
STREET	101,500.48	0.00	101,500.48	8,631.01 ²	18,916.09	20,078.66	20,644.43	0.00	90,052.83	90,052.83	94,867.61
LODGING TAX	730,309.98	939,200.00	1,669,509.98	39,019.48	41,114.72	1,506.64 ⁸	2,117.38	939,200.00	767,822.82	1,707,022.82	1,354,598.99
AP/IND PARK/RAC/ICN	242,890.94	0.00	242,890.94	15,780.63 ³	13,232.91	20,077.28 ⁹	22,590.79	0.00	238,594.29	238,594.29	263,683.62
WATER	804,760.83	0.00	804,760.83	116,617.69	122,036.32	97,709.19	101,304.14	0.00	823,669.33	823,669.33	718,139.67
SEWER	486,777.16	0.00	486,777.16	43,686.41	45,400.95	36,752.38 ¹⁰	312,497.16	0.00	493,711.19	493,711.19	1,026,125.17
PETTY CASH	400.00	0.00	400.00	0.00	0.00	0.00	0.00	0.00	400.00	400.00	850.00
TRAVEL	4,000.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00
IND PARK DEVELOPMENT	4,000.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00
CAPITAL IMPROVEMENTS	122,025.07	0.00	122,025.07	2,078.99 ⁴	215.32	0.00 ¹¹	2,406.86	0.00	124,104.06	124,104.06	131,412.09
INFRASTRUCTURE PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INMATE CUSTODIAL FUND	2,018.99	0.00	2,018.99	1,031.90	2,117.00	1,544.82	1,896.01	0.00	1,506.07	1,506.07	1,648.25
QUILLAYUTE AP	112,413.35	0.00	112,413.35	70,021.24 ⁵	1,397.75	303.61	290.18	0.00	182,130.98	182,130.98	240,833.51
TRANSIT CENTER	611.79	0.00	611.79	1,516.83 ⁶	27.79	1,286.22 ¹²	2,414.88	0.00	842.40	842.40	2,114.00
SEIZED PROPERTY	3,128.96	0.00	3,128.96	0.00	0.00	0.00	0.00	0.00	3,128.96	3,128.96	3,128.96
DONATIONS	102,412.53	0.00	102,412.53	0.00	0.00	0.00	0.00	0.00	102,412.53	102,412.53	52,404.53
GRANT/CONSTRUCTION	129,510.37	0.00	129,510.37	0.00	0.00	0.00	0.00	0.00	129,510.37	129,510.37	106,128.99
SEARCH & RESCUE	3,876.00	0.00	3,876.00	0.00	0.00	0.00	0.00	0.00	3,876.00	3,876.00	3,876.00
STREET PROJECTS	77,361.14	0.00	77,361.14	0.00	0.00	36,955.50 ¹³	0.00	0.00	40,405.64	40,405.64	0.00
STATE COLLECTIONS	9,842.67	0.00	9,842.67	3,025.70	2,554.33	426.18	150.89	0.00	12,442.19	12,442.19	9,936.77
TOTAL	2,036,991.59	3,395,000.00	5,431,991.59	456,693.70	416,696.49	368,265.95	704,949.83	3,395,000.00	2,125,419.34	5,520,419.34	5,469,903.46

*For comparison purposes.

10% or more on for various report

March 2026 Treasurer's Report Variance Notes

	March 2026	March 2025	Variance	
1 General Fund Receipts <i>2025 property tax</i>	\$ 155,283.82	\$ 169,683.31	\$ (14,399.49)	-9.27%
2 Street Fund Receipts <i>2025 property taxes</i>	\$ 8,631.01	\$ 18,916.09	\$ (10,285.08)	-119.16%
3 AP/IP/RAC/ICN Fund Receipts <i>2026 increase to Industrial Park revenue</i>	\$ 15,780.63	\$ 13,232.91	\$ 2,547.72	16.14%
4 Capital Improvement Fund Receipts <i>2026 REET</i>	\$ 2,078.99	\$ 215.32	\$ 1,863.67	89.64%
5 Quillayute Airport Fund Receipts <i>2026 FAA grant reimbursement</i>	\$ 70,021.24	\$ 1,397.75	\$ 68,623.49	98.00%
6 Transit Center Fund Receipts <i>2026 lease payment timing</i>	\$ 1,516.83	\$ 27.79	\$ 1,489.04	98.17%
7 General Fund Disbursements <i>2025 patrol car purchase</i>	\$ 151,625.47	\$ 238,637.11	\$ (87,011.64)	-57.39%
8 Lodging Tax Fund Disbursements <i>2025 reimbursement timing</i>	\$ 1,506.64	\$ 2,117.38	\$ (610.74)	-40.54%
9 AP/IP/RAC/ICN Fund Disbursements <i>2026 lower salary allocation</i>	\$ 20,077.28	\$ 22,590.79	\$ (2,513.51)	-12.52%
10 Sewer Fund Disbursements <i>2025 WWTF construction</i>	\$ 36,752.38	\$ 312,497.16	\$ (275,744.78)	-750.28%
11 Capital Improvements Disbursements <i>2025 lobby restroom remodel</i>	\$ -	\$ 2,406.86	\$ (2,406.86)	-100.00%
12 Transit Center Fund Disbursements <i>2025 supply order</i>	\$ 1,286.22	\$ 2,414.88	\$ (1,128.66)	-87.75%
13 Street Project Fund Disbursements <i>2026 TIB E Street reimbursement</i>	\$ 36,955.50	\$ -	\$ 36,955.50	100.00%



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

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forkswashington.org

Forks City Council

26 May 2026

7:30 p.m.

Forks City Council Chambers
500 East Division Street

Notice is hereby given that the City Council will hold a quasi-judicial public hearing regarding the recommendation of the Forks Planning Commission associated with three requests for zoning map or zoning code changes. As described below, two requests were changes to zoning map designations for specific parcels of property, while the third was a request to amend an existing land use definition. This quasi-judicial hearing will take place as part of the City Council's regularly scheduled 7:30 pm, 26 May 2026 meeting to be held at 500 East Division Street in Forks.

Public comment will be taken during the meeting for those who have an interest in the matter. Individuals requiring special assistance in order to participate in the hearing should contact Mr. Fleck prior to the meeting. Please call 360/374-5412, ext. 111.

Materials can be viewed at: <https://forkswashington.org/notices/notice-of-public-hearing-25/>

BACKGROUND

The three requests below were subject to the Forks Planning Commission's own quasi-judicial hearing. The Planning Commission recommended, by an affirmative vote on each, that the City Council adopt the requested changes. These are:

1. **Property Rezone - Amy and Guy Ruble** - Request to rezone two existing lots, located at 950 Big Pine Way, from their current Very Low Density Residential (R1) zoning to Low Density Residential (R2). See FMC Chapters 17.20 and 17.25 respectively. Lots are described as being Parcel B and Parcel C of the Boundary Lot Adjustment Survey filed on 20 August 2015 associated with the Clallam County Auditor file number 2015-1324683. Lot B is 5.001 acres, and Lot C is 5.001 acres. Both lots are identified with Clallam County Parcel Numbers 132804240025 (Parcel B) and 132804240050 (Parcel C) and are located in the SE ¼ of the SW ¼ of Section 33, T 29 N, R 13, W.M.
2. **Property Rezone - City of Forks Request - Forks Municipal Airport (FMA)** - Request to rezone the three parcels associated with the main operational areas of the FMA from the current overlap

zoning of Moderate Density Commercial/Moderate Density Residential (OL-5)(FMC 17.60) to Moderate Density Commercial (C2) (FMC Chapter 17.45). In the City's overlap zones, any use is required to comply with the more restrictive of the two zoning designations that were overlapped or combined. See FMC 17.60.

Three lots associated with the FMA property, located at 1510 South Forks Avenue (SR 101) totaling ~ 70.2 acres. The lots have the following short legal descriptions:

property totaling ~ 70.2 acres. The lots have the following short legal descriptions:

- a. Tax Parcel #1092, Except the West 30' consisting of the portion of the SE ¼ of the NE ¼ of Section 17 north of the State Highway consisting of 5.5 acres and identified with Clallam County Parcel Number 132817140015;
 - b. The NE ¼ of the NE ¼ of Section 17 except the West 30' and except the State right of way consisting of 38.9 acres identified with Clallam County Parcel Number 132817110010.
 - c. Those portions of the NW ¼ of the NW ¼ of Section 16 located North of Highway consisting of 25.8 acres and identified with Clallam County Parcel Number 132816220000;
3. **Definition Amendment - Patrick Anderson - Amend FMC 17.10.315 - Mini-Storage Facility** to include within the definition "modular storage units, including shipping-container based storage" as additions to the current requirement that any such facility be only buildings.

On 26 May 2026, as part of its regularly scheduled meeting, the City Council will conduct the hearings on each of the requests as follows:

1. **Request of Amy and Guy Ruble**

Applicants are seeking a rezone of two five plus acre lots from the current Very Low Density Residential (R1) to Low Density Residential (R2). If granted, the request would alter the Forks Zoning Code's zoning map.

- a. Staff Report -
- b. Comments by Applicant
- c. Public Comment & Testimony
- d. Rebuttal of Applicant
- e. Questions and Deliberations of the Council
- f. Action of the Council which may include the adoption of an ordinance approving the request of the Applicant.

2. **Request of the City of Forks**

Applicant is seeking a rezone of three parcels, totaling ~70.2 acres, all of which are associated with the main operational portions of the Forks Municipal Airport with the request to rezone the airport property from its current overlap zone of Moderate Density Commercial/Moderate Density Residential (OL5) to Moderate Density Commercial (C2).

- a. Staff Report
- b. Comments by Applicant
- c. Public Comment & Testimony
- d. Rebuttal of Applicant
- e. Questions and Deliberations of the Council
- f. Action of the Council which may include the adoption of an ordinance approving the request of the Applicant.

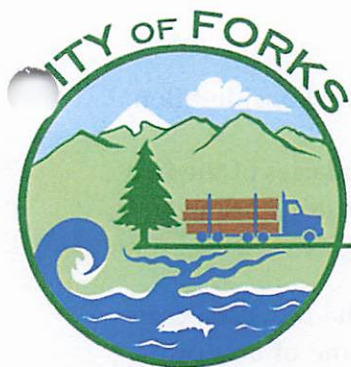
3. Request of Patrick Anderson

Applicant requested that an amendment to FMC 17.10.315 - Mini-Storage Facility to include within the definition “modular storage units, including shipping-container based storage” as additions to the current requirement that any such facility be only buildings.

- a. Staff Report
- b. Comments by Applicant
- c. Rebuttal of Applicant
- d. Public Comment
- e. Questions and Deliberations of the Commission
- f. Action of the Commission that may include the adoption of the amendment to this land use definition.

Copies of this notice will be mailed to those that received notice associated with the Planning Commission’s earlier hearing. A SEPA DNS was issued and was not appealed. A copy of the Planning Commission’s recommendation and other associated materials regarding these three requests can be obtained by contacting Mr. Rod Fleck at 360/374-5412, ext. 111. Written comments will be received up to the hearing before the City Council on each of the requests. Comments and Testimony will only be taken from those present in person before the City Council.

If you have any questions, please contact Mr. Fleck at 360/374-5412, ext. 111; or via e-mail at rodf@forkswashington.org. Individuals requiring special assistance in order to participate in the hearing should contact Mr. Fleck prior to the meeting.



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

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

To: Mayor Fletcher
Members of the Forks City Council

22 April 2026

RE: Staff Report for Rezone Request of Amy and Guy Ruble - 950 Big Pine Way

FROM: Rod Fleck, Attorney/Planner

During tonight's regularly scheduled meeting, the Council will consider the request by Amy and Guy Ruble seeking a rezone of their property located at 950 Big Pine Way. Attached is the staff report given to the Forks Planning Commission regarding the three requests.

Procedural Aspects during and after the Forks Planning Commission on 18 March 2026.

As noted in the staff report, both a SEPA mitigated determination of non-significance as well as notice of the hearing was provided to the public via mailing and publication. The Commission held their hearing on 18 February 2026 and adopted the provided agenda for the meeting. The Commissioners in attendance were Brian Weekes Chair, Jason Huling, Dean Decker, and Rob Nelson. I attended as staff. Those attending in the Public included: Amy Ruble via ZOOM representing the proponent. In the audience were both Lindsey Wallerstedt and De Ann Horton. Also in attendance were Katharine Jackson, Lindsey Wallerstedt, De Ann Horton, John Anderson, and Caryn DePew. People on line included 'Amy.Gates,' Amy Ruble, Patrick Anderson, and three 'iPhone' users with two later identified as Laurie and Erik.

The hearing started with Chairman Weekes calling the meeting to order and to specifically making a request to adopt the printed agenda. Once this motion was made, an Appearance of Fairness and Conflict of Interest Inquiry was made of all Commissioners regarding the three items before them that evening. In the course of that inquiry Huling indicated that he lived near the Ruble property, but outside of the 500' area.

All four commissioners indicated that they had knowledge of the applicants. With Huling living in the same area, but outside of three hundred (300'). Weekes knew of the parties, Decker indicated that he had done and does business with the parties. Nelson acknowledged knowing the parties.

As to prior communications with any of the three proponents about their requests and proposals, the Commissioners indicated that they did not have any communications about the proposals that were before them other than what had been provided in the staff report.

Commissioners indicated that their employers had no financial interest in the matters for consideration.

Commissioners affirmed that none of them lived within 300 feet of the proposed boundaries of the two properties requesting rezones. Fleck had also measured distances known to him regarding Huling and also determined that Huling's property was outside of this area.

All Commissioners indicated that they did not have special knowledge regarding the requests, their substance or the merits of any of the three requests that would prejudice the outcome of any of the requests.

All indicated that they believed that they could be fair and impartial in the hearing regarding the proponents and the opponents.

A request was made to those in attendance and the proponent via ZOOM as to whether any participant had a challenge to a Commissioner as a result of the completed inquiry. No challenges were raised by any member of the public.

A staff report was provided by Fleck regarding all three requests made by Ruble, the City, and Patrick Anderson with the latter being a request for a change in zoning definitions.

Ruble's request was requesting a rezone of their two five-acre parcels located at 950 Big Pine Way. They specifically requested a rezone from Very Low Density Residential (R1) to Low Density Residential (R2) for both parcels.

Fleck shared that a State Environmental Policy Act review and determination was undertaken. He issued a Determination of Non-Significance on the three proposed requests. This determination was published in the SEPA Register and Forks Forum, while also being distributed to the owners of record located within three hundred feet of the Ruble's property. The SEPA checklist was also included in the materials published with the filing in the State's SEPA register. Further, copies were mailed to both the Quileute Tribe and Hoh Tribe staff with both acknowledging receipt.

The SEPA DNS, the Notice of Public Hearing, and Notice of Requests were provided to all individuals within five hundred feet (500') of Ruble's and City's property.

The City also notified Department of Commerce of the proposed requests for consideration which initiated the 60-day comment period for Commerce to review. Commerce responded and provided comments regarding the City's request, but no comments were received from Commerce regarding the Ruble or Anderson request.

Before the Commission, I read into the record the two letters that were received immediately prior to the meeting as they were received after the staff report. The first was from Lindsey Wallerstedt who strongly opposed the Ruble request. She stated that the neighborhood's pattern of development of large single-family residences on large lots has provided for a quiet, rural character to the neighborhood. The rezone would be inconsistent with other parcels in the area. The incremental change would adversely impact on the character of the neighborhood. Further, Big Pine Way being a privately maintained roadway was not designed for increase traffic usage. Density changes would result in more traffic on the narrow roadway that is maintained by a small number of owners.

Additional traffic would result in additional wear, more maintenance, and potential safety concerns. Increased density would be in contrast to the rural nature and character of the neighborhood.

De Ann Horton provided the second letter. She formally opposed the Ruble request to rezone their parcels. The rezone would impact traffic, road maintenance, and community safety. Traffic would increase on the privately maintained roadway which was not designed for such additional traffic. Increased traffic would also present safety risks to pedestrian traffic, school children and residents, who use the roadway daily. Additionally, the burden of maintaining the roadway is undertaken by only a few homeowners and additional development would place an unfair, additional burden upon those undertaking the roadway maintenance. The request would change the character of the neighborhood with subsequent development of the properties. Rezoning uses now permitted would adversely impact the roadway and neighborhood.

Both letters are attached. There was no additional testimony offered from the audience attendees.

Ruble, in the designated rebuttal period, refuted issues associated with roadway maintenance indicating that she is one of the participants in the roadway maintenance associated with Big Pine Way. Big Pine Way is a privately maintained roadway, but for the portion associated with the City'. She also noted that the rezone would create potential opportunities for redevelopment, however, that each proposed development would require compliance with the zoning code and particularly the Land Use Matrix there.

During the Planning Commission's deliberations, done in open session, the Commission considered the information provided and asked staff for information on the nearby zoning. I noted that the nearest area that is designated Low Density Residential (R2) is to the SE of the Ruble Properties and is associated with Sawyer Way. This was also commented on by Horton as to be the location of this zoning designation currently on Big Pine Way. Weekes noted that there was a need for additional opportunities to develop lots at a smaller scale. He indicated his preference for granting the request so that the zoning could allow for additional housing needs into the future.

A motion was made to approve the requested rezone of the Ruble property. This motion was made by Huling that was seconded by Nelson. A brief discussion occurred following that with Nelson indicating that he agreed with Weekes' position. Further, Decker indicated that any future development would require permits and the rezone would allow for those permits. Huling moved to approve the rezone which was seconded by Nelson.

Discussion ended after inquiries by Weekes regarding additional need for discussion. The Commission then voted to recommend the approval of the Ruble request which was approved on a vote of four in favor of the motion with no one voting against it. The Council was informed of this in the materials made available to the Council following the Commission's meeting.

Substantive Issues

The issue before the Council is the consideration of the recommendation of the Commission. The Council has the ability to approve, modify, or deny the recommendation received from the Commission.

Council has the ability to consider the amendment request and the Commission's recommendation, provided that the proposal complies with the City's Comprehensive Plan currently in place. That plan designates this area very low residential. The rezone would require the Council to consider a change to the zoning map designation for the property and also the comp plan designation of the property.

The issues raised at the Planning Commission focused on the matters associated with changes in the neighborhood regarding traffic and the potential for the creation of additional lots out of the current five-acre lot size. The opponents raised issues regarding increased potential traffic, road impacts on a privately maintained roadway, and change to the character of the neighborhood. The Planning Commission focused on future change and growth in the community and determined that the rezoning request would allow for the lots in question to be divided in the future. However, the applicant noted that they do not have the desire to divide their property into smaller lots.

The Council action would need to be taken in the form of an ordinance. This would need to be drafted to include findings and a determination based upon the information provided.

TO: Mayor Tim Fletcher
Members of the City Council

FROM: Rod Fleck, Attorney/Planner

DATE: 20 March 2026

RE: Recommendation from Forks Planning Commission &
Set Public Hearing - *Annual Zoning Code Updates*

1. *Amy & Guy Ruble - 950 Big Pine Way, Lot B and Lot C*
2. *City of Forks, Forks Airport - 1510 South Forks Avenue, main operational areas*
3. *Patrick Anderson - Definition Amendment to amend FMC 17.10.315 - Mini Storage Facility*



I am writing this memo to do the following:

- (1) Report to the City Council the actions of the Forks Planning Commission recommendation to approve the three requests for zoning amendments in response to the City's annual solicitation requesting rezones; and,
- (2) Request that the City Council **set a public hearing for 27 April 2025** to consider these requests and the Planning Commission's recommendation to approve the three requests.

This memo will be part of a more detailed staff report for such a future hearing. That staff report will include a detailed summary of the Planning Commission's hearings, deliberations, and decisions. This memo only provides a basic summary and notice of Commission's decision recommending the approval of these requests, and to allow the Council to understand the basis for scheduling a required public hearing on these matters.

Procedural elements

The City of Forks advertises in the latter part of each year for zoning or planning amendments. This is done to allow the public an opportunity to request changes to the Zoning Code (FMC Title 17). If not done as part of this annual effort, a party would be required to pay various fees and costs associated with their rezone request. In response to our 2025 solicitation request, we received three requests for zoning amendments. These requests were summarized within the staff report to the Planning Commission as follows:

1. **Property Rezone - Amy and Guy Ruble** - Request to rezone two existing lots, located at 950 Big Pine Way, from their current Very Low Density Residential (R1) zoning to Low Density Residential (R2). See FMC Chapters 17.40 and 17.45 respectively. Lots are described as being Parcel B and Parcel C of the Boundary Lot Adjustment Survey filed on 20 August 2015 associated with the Clallam County Auditor file number 2015-1324683. Lot B is 5.001 acres, and Lot C is 5.001 acres. Both lots are identified with Clallam County Parcel Numbers 132804240025 (Parcel B) and 132804240050 (Parcel C) and are located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, T 29 N, R 13, W.M.
2. **Property Rezone - City of Forks Request - Forks Municipal Airport (FMA)** - Request to rezone the three parcels associated with the main operational areas of the FMA from the current overlap zoning of Moderate Density Commercial/Moderate Density Residential (OL-5)(FMC 17.60) to Moderate Density Commercial (C2) (FMC Chapter 17.45). In the City's overlap zones, any use is

required to comply with the more restrictive of the two zoning designations that were overlapped or combined. See FMC 17.60.

Three lots associated with the FMA property, located at 1510 South Forks Avenue (SR 101) totaling ~ 70.2 acres. The lots have the following short legal descriptions:

property totaling ~ 70.2 acres. The lots have the following short legal descriptions:

- a. Tax Parcel #1092, Except the West 30' consisting of the portion of the SE ¼ of the NE ¼ of Section 17 north of the State Highway consisting of 5.5 acres and identified with Clallam County Parcel Number 132817140015;
 - b. The NE ¼ of the NE ¼ of Section 17 except the West 30' and except the State right of way consisting of 38.9 acres identified with Clallam County Parcel Number 132817110010.
 - c. Those portions of the NW ¼ of the NW ¼ of Section 16 located North of Highway consisting of 25.8 acres and identified with Clallam County Parcel Number 132816220000;
3. Definition Amendment - Patrick Anderson - Amend FMC 17.10.315 - Mini-Storage Facility to include within the definition "modular storage units, including shipping-container based storage" as additions to the current requirement that any such facility be only buildings.

These requests required State Environmental Policy Act (SEPA) review and determination, which I undertook. A 'Determination of Non-Significance (DNS)' was issued on 27 February 2026 and published in the Forks Forum and SEPA Registry. Notice of this request and setting the matter before the Planning Commission during their 18 March 2026 meeting was also published in the Forks Forum. Further, these notices were mailed to all property owners of record within 500' of the limits of the Ruble's and the City's properties. Both the Quileute and Hoh Tribes' natural resource departments were provided with email copies of the notices and SEPA Checklist. In addition, the 60-day notice of these proposed changes was initiated with State Commerce.

The SEPA DNS was not challenged and the matter proceeded to the Planning Commission for their consideration. During the Planning Commission's meeting and the specific hearings on these requests, they received a staff report from me. There were two letters received immediately prior to the hearing that were in opposition to the Ruble request. These were received from Lindsey Wallerstedt and De Ann Horton, and both letters were read into the record. There was a comment received from State Commerce regarding the City's request that was made part of the staff report for the hearing. There were no comments received regarding Patrick Anderson's request. After each individual hearing for each of the requests, the Planning Commission did vote to recommend the approval of the applicants' requests. Additional information and details will be provided to the Council as part of the staff report during any hearing scheduled by the Council. The above summary is provided to ensure that the Council is aware of who provided written or verbal statements in preparation for the required appearance of fairness inquiries of any scheduled hearing.

RECOMMENDATION

The City Council would need to schedule a public hearing on these requests and the Planning Commission's recommendations. In preparation for this hearing, I will need to ensure notice requirements are complied with, meeting minutes for this week's Planning Commission's hearing are completed, an additional staff report developed, and a draft ordinance is created. Based upon that, I would request that this public hearing be scheduled for 27 April 2026. After that hearing, the Council could take action on the requests and the Commission's recommendation on those requests.

Ex. A

March 4, 2026

Rod Fleck, City Attorney Planner
500 East Division
Forks, WA 98331

Re: Proposed Rezoning Request by Amy and Guy Ruble

Dear Members of the Planning Commission,

As a property owner on Big Pine Way I would like to express my strong opposition to the request by Amy and Guy Ruble to rezone two five-plus acre lots from Very Low Density Residential (R1) to Low Density Residential (R2).

Our neighborhood has long been defined by large residential parcels of approximately five-plus acres. This pattern of development has intentionally preserved the quiet, private, rural character of the area and has created a safe and stable environment for the families who live here. Many of us chose to purchase our homes specifically because of this established zoning and the expectation that the neighborhood would remain consistent with the City's planning framework.

Rezoning these lots would introduce a level of development that is inconsistent with the surrounding properties and the existing land use. By allowing one parcel to convert to Low Density Residential would not just impact a single property; it would create a precedent for additional rezoning requests that could gradually transform the entire neighborhood. This type of incremental change has the potential to jeopardize the rural character that residents relied upon when investing in their homes and establishing their families here.

There are also significant infrastructure and safety concerns. Big Pine Way is served by a private road that was never designed to accommodate higher traffic use. The density change would inevitably bring more traffic, placing additional strain on a roadway that is already narrow and maintained by a select few residents. More traffic means increased wear and tear, higher maintenance costs for property owners, and heightened safety risks for residents, children, and pets. These are real and immediate impacts that would be felt by the families who live here every day.

Beyond traffic and infrastructure, the proposed zoning change would also affect the overall livability of the neighborhood. Increased density typically brings more activity and noise, changes that are inconsistent with the quiet, private and low-density character of the area. Residents have worked hard to build and maintain a peaceful environment, and many of us raised or are raising our children here because it offers a safe and rural place to live.

Zoning decisions should protect the integrity of the City's planning efforts while also honoring the reasonable expectations of current homeowners who have relied on those plans. Approving this request would not only alter the character of our neighborhood but could weaken confidence that established zoning will be upheld.

For these reasons, and sincere concern for the safety, character, and long-term stability of the Big Pine Way neighborhood, I respectfully urge the Planning Commission to deny this rezoning request.

Thank you for your time and your careful consideration of the residents who call this neighborhood home.

Sincerely,



Lindsey Wallerstedt, 790 Big Pine Way

March 4, 2026

Forks Planning Commission/City Council
City of Forks
500 East Division
Forks, WA 98331

Re: Opposition to Proposed Rezoning of Two Existing Lots Located at 950 Big Pine Way

Dear Members of the Planning Commission/City Council,

I am writing to formally oppose the proposed rezoning of two existing lots located at 950 Big Pine Way, Forks, WA. This change would have serious and lasting consequences for the surrounding neighborhood, particularly with regard to traffic, road maintenance, and the overall character and safety of our community.

The most immediate concern is the significant increase in traffic that rezoning would inevitably bring. The road serving this property is a **private road**, not a publicly maintained one. It was never designed or built to support the level of traffic that would accompany a higher density or more intensive land use. Increased vehicle volume would create congestion and significantly increase safety risks for pedestrians, school children and residents who use the road daily.

Equally concerning is the fact that this private road is not maintained by all property owners who use it. Instead, the burden of maintaining and repairing the road currently falls on only some of the homeowners. Rezoning that allows additional development would place a disproportionate and unfair financial burden on those residents who already bear the cost of maintaining the road infrastructure. More vehicles and heavier use will accelerate deterioration, leading to higher repair costs, while the responsibility for those costs remains uneven and unresolved.

Approving this rezoning would effectively shift the impacts of private development onto a small number of existing homeowners who are already responsible for maintaining the road. This is not only inequitable, but it also raises serious questions about long term access, safety, and infrastructure sustainability.

Additionally, rezoning would alter the established residential character of the area. The surrounding neighborhood was developed with the expectation of lower traffic volumes and compatible land uses. Introducing more intensive development would bring increased noise, congestion, and disruption undermining the peaceful environment residents have invested in and relied upon.

Zoning decisions should protect the integrity of established neighborhoods and ensure that infrastructure is capable of supporting proposed changes. In this case, the existing private road system is clearly inadequate for the level of use that rezoning would allow, and the financial and safety burdens would fall unfairly on current residents.

For these reasons, I respectfully urge you to **deny the proposed rezoning request.**

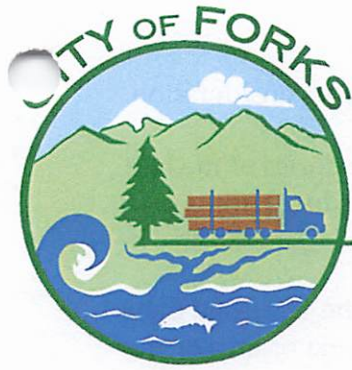
Thank you for your time and consideration of the impacts this decision would have on the residents who live here.

Sincerely,

A handwritten signature in black ink that reads "De Ann Horton". The signature is written in a cursive style with a large, flowing "D" and "H".

De Ann Horton

810 Big Pine Way
Forks, WA 98331
hortons@centurytel.net



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

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forkswashington.org

To: Mayor Fletcher
Members of the Forks City Council

24 April 2026

RE: Staff Report for Rezone Request for the rezone of the main portion of the Forks Municipal Airport

FROM: Rod Fleck, Attorney/Planner

During tonight's regularly scheduled meeting, the Council will consider the request to rezone the main portion of the Forks Municipal Airport. Attached is the staff report given to the Forks Planning Commission regarding the three requests.

Procedural Aspects during and after the Forks Planning Commission on 18 March 2026.

As noted in the staff report, both a SEPA mitigated determination of non-significance as well as notice of the hearing was provided to the public via mailing and publication. The Commission held their hearing on 18 March 2026 and adopted the provided agenda for the meeting. The Commissioners in attendance were Brian Weekes Chair, Jason Huling, Dean Decker, and Rob Nelson. I attended as staff. Those attending in the Public Included: Amy Ruble via ZOOM representing the proponent. In the audience were both Lindsey Wallerstedt and De Ann Horton. Also in attendance were Katharine Jackson, Lindsey Wallerstedt, De Ann Horton, John Anderson, and Caryn DePew. People online included 'Amy.Gates,' Amy Ruble, Patrick Anderson, and three 'iPhone' users with two later identified as Laurie and Erik.

The hearing started with Chairman Weekes calling the meeting to order and to specifically making a request to adopt the printed agenda. Once this motion was done, an Appearance of Fairness and Conflict of Interest Inquiry was made of all Commissioners regarding the three items before them that evening. In the course of that inquiry Huling indicated that he lived near the Ruble property, but outside of the 500' area.

All four commissioners indicated that they had knowledge of the applicants which included the City. Decker also indicated that he did business with the applicants.

As to prior communication with any of the three proponents about their requests and proposals, the Commissioners indicated that they did not have any communications about the proposals that were before them other than what had been provided in the staff report.

Commissioners indicated that their employers had no financial interest in the matters for consideration.

Commissioners affirmed that none of them lived within 300 feet of the proposed boundaries of the two properties requesting rezones. Fleck had also measured distances known to him regarding Huling and also determined that Huling's property was outside of this area.

All Commissioners indicated that they did not have special knowledge regarding the requests, their substance or the merits of any of the three requests that would prejudice the outcome of any of the requests.

All indicated that they believed that they could be fair and impartial in the hearing regarding the proponents and the opponents.

A request was made to those in attendance and the proponent via ZOOM as to whether any participant had a challenge to a Commissioner as a result of the completed inquiry. No challenges were raised by any member of the public.

A staff report was provided by Fleck regarding all three requests made by Ruble, the City, and Patrick Anderson with the latter being a request for a change in zoning definitions.

The City's request was to seek a rezone for the central portion of the Forks Municipal Airport. The property is currently associated with an overlap zone of Moderate Density Residential and Moderate Density Commercial (OL-5). The request is to rezone the 70+ acres of the central portion of the airport Moderate Density Commercial (C2).

Fleck shared that a State Environmental Policy Act review and determination was undertaken. He issued a Determination of Non-Significance on the three proposed requests. This determination was published in the SEPA Register and Forks Forum, while also being distributed to the owners of record located within five hundred feet (500'). The SEPA checklist was also included in the materials published with the filing in the State's SEPA register. Further, copies were mailed to both the Quileute Tribe and Hoh Tribe staff with both acknowledging receipt.

The SEPA DNS, the Notice of Public Hearing, and Notice of Requests were provided to all individuals within five hundred feet (500') of Ruble's and City's property.

The City also notified Department of Commerce of the proposed requests for consideration which initiated the 60-day comment period for Commerce to review. Commerce did indicate that the rezone, removing potential residential uses of the City's airport property, would require revisions to the proposed Comp Plan discussion on land for housing availability.

There were no members of the public providing comments on the requested rezone.

During the Planning Commission's deliberations, done in open session, the Commission considered the information provided and asked staff for clarification on the request from the City. Specifically, the potential outcomes that could be associated with the rezone. Looking at the airport with a potential for greater commercial usage, associated with aviation, or where permitted non-aviation uses, was the focus.

A motion was made to approve the On a motion by Nelson, seconded by Decker, the Commission recommended the approval of the request to rezone the City's central property to a moderate density commercial (C2) designation.

In the materials conveyed to the City Council, with the recommendation of the Commission, I noted that this motion was passed.

Council agreed to set a public hearing to consider the matter tonight.

Substantive Issues

The issue before the Council is the consideration of the recommendation of the Commission. The Council has the ability to approve, modify, or deny the recommendation received from the Commission.

The recommendation is to rezone the property from its existing overlap zoning (OL5) of Moderate Density Commercial/Moderate Density Residential to only Moderate Density Commercial (C2). In an overlap zone, the more restrictive requirements between each of the zoning designations is applied to the property. See FMC 17.60.030 and 040. The issues raised during the Commission's meeting focused on ensuring more flexible approaches to the use of the airport property. However, any potential use would be subject to the FAA guidelines and requirements associated with formal receipt of federal funding.

Council has the ability to consider the amendment request and the Commission's recommendation, provided that the proposal complies with the City's Comprehensive Plan currently in place. The current overlap designation is also the Comprehensive Plan designation. The Council's action would have to change both designations.

The Council action would need to be taken in the form of an ordinance. This would need to be drafted to include findings and a determination based upon the information provided.

TO: Mayor Tim Fletcher
Members of the City Council

FROM: Rod Fleck, Attorney/Planner

DATE: 20 March 2026

RE: Recommendation from Forks Planning Commission &
Set Public Hearing - *Annual Zoning Code Updates*

1. *Amy & Guy Ruble - 950 Big Pine Way, Lot B and Lot C*
2. *City of Forks, Forks Airport - 1510 South Forks Avenue, main operational areas*
3. *Patrick Anderson - Definition Amendment to amend FMC 17.10.315 - Mini Storage Facility*



I am writing this memo to do the following:

- (1) Report to the City Council the actions of the Forks Planning Commission recommendation to approve the three requests for zoning amendments in response to the City's annual solicitation requesting rezones; and,
- (2) Request that the City Council **set a public hearing for 27 April 2025** to consider these requests and the Planning Commission's recommendation to approve the three requests.

This memo will be part of a more detailed staff report for such a future hearing. That staff report will include a detailed summary of the Planning Commission's hearings, deliberations, and decisions. This memo only provides a basic summary and notice of Commission's decision recommending the approval of these requests, and to allow the Council to understand the basis for scheduling a required public hearing on these matters.

Procedural elements

The City of Forks advertises in the latter part of each year for zoning or planning amendments. This is done to allow the public an opportunity to request changes to the Zoning Code (FMC Title 17). If not done as part of this annual effort, a party would be required to pay various fees and costs associated with their rezone request. In response to our 2025 solicitation request, we received three requests for zoning amendments. These requests were summarized within the staff report to the Planning Commission as follows:

1. **Property Rezone - Amy and Guy Ruble** - Request to rezone two existing lots, located at 950 Big Pine Way, from their current Very Low Density Residential (R1) zoning to Low Density Residential (R2). See FMC Chapters 17.40 and 17.45 respectively. Lots are described as being Parcel B and Parcel C of the Boundary Lot Adjustment Survey filed on 20 August 2015 associated with the Clallam County Auditor file number 2015-1324683. Lot B is 5.001 acres, and Lot C is 5.001 acres. Both lots are identified with Clallam County Parcel Numbers 132804240025 (Parcel B) and 132804240050 (Parcel C) and are located in the SE ¼ of the SW ¼ of Section 33, T 29 N, R 13, W.M.
2. **Property Rezone - City of Forks Request - Forks Municipal Airport (FMA)** - Request to rezone the three parcels associated with the main operational areas of the FMA from the current overlap zoning of Moderate Density Commercial/Moderate Density Residential (OL-5)(FMC 17.60) to Moderate Density Commercial (C2) (FMC Chapter 17.45). In the City's overlap zones, any use is

required to comply with the more restrictive of the two zoning designations that were overlapped or combined. See FMC 17.60.

Three lots associated with the FMA property, located at 1510 South Forks Avenue (SR 101) totaling ~ 70.2 acres. The lots have the following short legal descriptions:

property totaling ~ 70.2 acres. The lots have the following short legal descriptions:

- a. Tax Parcel #1092, Except the West 30' consisting of the portion of the SE ¼ of the NE ¼ of Section 17 north of the State Highway consisting of 5.5 acres and identified with Clallam County Parcel Number 132817140015;
- b. The NE ¼ of the NE ¼ of Section 17 except the West 30' and except the State right of way consisting of 38.9 acres identified with Clallam County Parcel Number 132817110010.
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3. **Definition Amendment – Patrick Anderson – Amend FMC 17.10.315 – Mini-Storage Facility** to include within the definition “modular storage units, including shipping-container based storage” as additions to the current requirement that any such facility be only buildings.

These requests required State Environmental Policy Act (SEPA) review and determination, which I undertook. A ‘Determination of Non-Significance (DNS)’ was issued on 27 February 2026 and published in the Forks Forum and SEPA Registry. Notice of this request and setting the matter before the Planning Commission during their 18 March 2026 meeting was also published in the Forks Forum. Further, these notices were mailed to all property owners of record within 500’ of the limits of the Ruble’s and the City’s properties. Both the Quileute and Hoh Tribes’ natural resource departments were provided with email copies of the notices and SEPA Checklist. In addition, the 60-day notice of these proposed changes was initiated with State Commerce.

The SEPA DNS was not challenged and the matter proceeded to the Planning Commission for their consideration. During the Planning Commission’s meeting and the specific hearings on these requests, they received a staff report from me. There were two letters received immediately prior to the hearing that were in opposition to the Ruble request. These were received from Lindsey Wallerstedt and De Ann Horton, and both letters were read into the record. There was a comment received from State Commerce regarding the City’s request that was made part of the staff report for the hearing. There were no comments received regarding Patrick Anderson’s request. After each individual hearing for each of the requests, the Planning Commission did vote to recommend the approval of the applicants’ requests. Additional information and details will be provided to the Council as part of the staff report during any hearing scheduled by the Council. The above summary is provided to ensure that the Council is aware of who provided written or verbal statements in preparation for the required appearance of fairness inquiries of any scheduled hearing.

RECOMMENDATION

The City Council would need to schedule a public hearing on these requests and the Planning Commission’s recommendations. In preparation for this hearing, I will need to ensure notice requirements are complied with, meeting minutes for this week’s Planning Commission’s hearing are completed, an additional staff report developed, and a draft ordinance is created. Based upon that, I would request that this public hearing be scheduled for 27 April 2026. After that hearing, the Council could take action on the requests and the Commission’s recommendation on those requests.



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To: Mayor Fletcher
Members of the Forks City Council

22 April 2026

RE: Staff Report for Request by Patrick Anderson for Amendment to Definition of 'Mini-storage facility'

FROM: Rod Fleck, Attorney/Planner

During tonight's regularly scheduled meeting, the Council will consider the request by Patrick Anderson seeking an amendment to the Zoning Code's definition of 'mini-storage facility.' Attached is the staff report given to the Forks Planning Commission regarding the three requests.

Procedural Aspects during and after the Forks Planning Commission on 18 March 2026.

As noted in the staff report, both a SEPA mitigated determination of non-significance as well as notice of the hearing was provided to the public via mailing and publication. The Commission held their hearing on 18 February 2026 and adopted the provided agenda for the meeting. The Commissioners in attendance were Brian Weekes Chair, Jason Huling, Dean Decker, and Rob Nelson. I attended as staff. Those attending in the Public Included: Amy Ruble via ZOOM representing the proponent. In the audience were both Lindsey Wallerstedt and De Ann Horton. Also in attendance were Katharine Jackson, Lindsey Wallerstedt, De Ann Horton, John Anderson, and Caryn DePew. People online included 'Amy.Gates,' Amy Ruble, Patrick Anderson, and three 'iPhone' users with two later identified as Laurie and Erik.

The hearing started with Chairman Weekes calling the meeting to order and to specifically making a request to adopt the printed agenda. Once this motion was done, an Appearance of Fairness and Conflict of Interest Inquiry was made of all Commissioners regarding the three items before them that evening. In the course of that inquiry Huling indicated that he lived near the Ruble property, but outside of the 500' area.

All four commissioners indicated that they had knowledge of the applicants. Huling lives in the same area associated with the Rubles, but outside of three hundred (300'). Weekes knew of the parties, Decker indicated that he had done and does business with the parties. Nelson acknowledged knowing the parties.

As to prior communication with any of the three proponents about their requests and proposals, the Commissioners indicated that they did not have any communication about the proposals that were before them other than what had been provided in the staff report.

Commissioners indicated that their employers had no financial interest in the matters for consideration.

Commissioners affirmed that none of them lived within 300 feet of the proposed boundaries of the two properties requesting rezones. Fleck had also measured distances known to him regarding Huling and also determined that Huling's property was outside of this area.

All Commissioners indicated that they did not have special knowledge regarding the requests, their substance or the merits of any of the three requests that would prejudice the outcome of any of the requests.

All indicated that they believed that they could be fair and impartial in the hearing regarding the proponents and the opponents.

A request was made to those in attendance and the proponents via ZOOM as to whether any participant had a challenge to a Commissioner as a result of the completed inquiry. No challenges were raised by any member of the public.

A staff report was provided by Fleck regarding all three requests made by Ruble, the City, and Patrick Anderson with the latter being a request for a change in zoning definitions.

Fleck shared that a State Environmental Policy Act review and determination was undertaken. He issued a Determination of Non-Significance on the three proposed requests. This determination was published in the SEPA Register and Forks Forum, while also being distributed to the owners of record located within three hundred feet of the Ruble's property. The SEPA checklist was also included in the materials published with the filing in the State's SEPA register. Further, copies were mailed to both the Quileute Tribe and Hoh Tribe staff with both acknowledging receipt.

The SEPA DNS, the Notice of Public Hearing, and Notice of Requests were provided to all individuals within five hundred feet (500') of Ruble's and City's property.

The City also notified Department of Commerce of the proposed requests for consideration which initiated the 60-day comment period for Commerce to review. There were no comments provided by Commerce on the Anderson request.

As the staff report was already given, Patrick Anderson participated remotely in the hearing. He explained his request was seek an amendment to the Zoning Code's definition of mini-storage. He requested that the definition be changed to allow for the utilization of shipping container-based storage as a means of providing such storage. As currently defined, mini-storage requires a building. He had proposed a definition change to FMC 17.10.315 to be amended to read:

"Mini-storage facility" means a building, and/or modular storage units, including shipping-container-based-storage, designed for the leasing of small, individual, secured portions to the public which are used for the storage of personal property.

His proposal would allow the use of modular storage units, including shipping containers, as a small storage business alternative. He noted that it was a small, but important, update that would allow for modular storage units to include shipping container storage units. He explained that modular units, including shipping containers, are utilized the world over as a premium storage method as they are wind proof, water tight, and extremely secure. Update the zoning code lowers the barrier of entry for businesses. The change would also allow under-utilized land to become productive while meeting an existing demand for such services as existing storage facilities are at, or near, capacity. He felt that the proposal is a needed change in order to promote business growth, better land use, and does not alter the intent of the zoning.

The Commission received no public testimony on this request. They proceeded to a motion to approve the request as requested. The motion passed unanimously, as I conveyed to you.

In the materials conveyed to the City Council regarding the recommendation of the Commission, I note that this motion was passed.

Substantive Issues

The issue before the Council here is the amending of the definition of 'mini-storage facility.' The proposal would allow forms of min-storage other than just a constructed building for that purpose. The shipping container language would provide potential flexibility for businesses involved in this form of commerce. Further, the inclusion of modular units could also be a means of providing flexibility within the definition as the proponent argues. The Commission agreed with Anderson's argument regarding potential business opportunities associated with individuals pursuing the requested change.

Currently, mini-storage facilities are permitted outright in both the low (C1) and moderate commercial (C2) settings. These two zones are where such activities could occur outright. Areas associated with these zones are in the northern portion of Forks where B&P, 76, and the School Bus shed. Further northward both the area associated with Olympic Adventure property is located. Also, where the former Anderson Automotive and vehicle lot are, and finally the area to the immediate SW of the Junction of SR 101 and SR 110. These zones are also areas designated along the western side of North Russell Road, and the property north and to the east of the end of that road. In addition, the area associated with Zepeda Road would be another in which mini-storage facilities can currently occur.

In high density commercial zoning, a mini-storage facility would require a Conditional Use Permit. In any zone associated with an overlap with a residential use, a Conditional Use Permit would be required from the Planning Commission. The Conditional Use Permit would require compliance with the State's Environmental Policy Act (SEPA) and would be subject to conditions or requirements associated with that permitting process.

The Council action would need to be taken in the form of an ordinance. This would need to be drafted to include findings and a determination based upon the information provided.

TO: Mayor Tim Fletcher
Members of the City Council

FROM: Rod Fleck, Attorney/Planner

DATE: 20 March 2026

RE: Recommendation from Forks Planning Commission &
Set Public Hearing - *Annual Zoning Code Updates*

1. *Amy & Guy Ruble - 950 Big Pine Way, Lot B and Lot C*
2. *City of Forks, Forks Airport - 1510 South Forks Avenue, main operational areas*
3. *Patrick Anderson - Definition Amendment to amend FMC 17.10.315 - Mini Storage Facility*



I am writing this memo to do the following:

- (1) Report to the City Council the actions of the Forks Planning Commission recommendation to approve the three requests for zoning amendments in response to the City's annual solicitation requesting rezones; and,
- (2) Request that the City Council set a **public hearing for 27 April 2025** to consider these requests and the Planning Commission's recommendation to approve the three requests.

This memo will be part of a more detailed staff report for such a future hearing. That staff report will include a detailed summary of the Planning Commission's hearings, deliberations, and decisions. This memo only provides a basic summary and notice of Commission's decision recommending the approval of these requests, and to allow the Council to understand the basis for scheduling a required public hearing on these matters.

Procedural elements

The City of Forks advertises in the latter part of each year for zoning or planning amendments. This is done to allow the public an opportunity to request changes to the Zoning Code (FMC Title 17). If not done as part of this annual effort, a party would be required to pay various fees and costs associated with their rezone request. In response to our 2025 solicitation request, we received three requests for zoning amendments. These requests were summarized within the staff report to the Planning Commission as follows:

1. ***Property Rezone - Amy and Guy Ruble*** - Request to rezone two existing lots, located at 950 Big Pine Way, from their current Very Low Density Residential (R1) zoning to Low Density Residential (R2). See FMC Chapters 17.40 and 17.45 respectively. Lots are described as being Parcel B and Parcel C of the Boundary Lot Adjustment Survey filed on 20 August 2015 associated with the Clallam County Auditor file number 2015-1324683. Lot B is 5.001 acres, and Lot C is 5.001 acres. Both lots are identified with Clallam County Parcel Numbers 132804240025 (Parcel B) and 132804240050 (Parcel C) and are located in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, T 29 N, R 13, W.M.
2. ***Property Rezone - City of Forks Request - Forks Municipal Airport (FMA)*** - Request to rezone the three parcels associated with the main operational areas of the FMA from the current overlap zoning of Moderate Density Commercial/Moderate Density Residential (OL-5)(FMC 17.60) to Moderate Density Commercial (C2) (FMC Chapter 17.45). In the City's overlap zones, any use is

Ordinance No. 688

An ordinance amending the Forks Municipal Code,
Section 17.10.315, Definition of Mini-Storage Facility
In response to request from *Patrick Anderson*

WHEREAS, the City of Forks adopted its first zoning code in 1997 to regulate land use in a manner that supports orderly development and safeguards the community's health, safety, and welfare; and

WHEREAS, a constituent, Patrick Anderson, petitioned the City to review and revise the current definition of Mini-Storage Facility so that it included modular storage units, including shipping-container based storage; and

WHEREAS, Mini-Storage facilities are currently permitted use in the C-1 and C-2 Commercial zones, and conditional use in the R-1, R-2, R3, and R-4 Residential zones; and

WHEREAS, on February 27, 2026, the City's SEPA Official issued a Determination of Non-Significance on the proposed amendments, which was not appealed; and

WHEREAS, on March 10, 2026, the City provided notice of the proposed amendments to the Department of Commerce; and

WHEREAS, on April 27, 2026, the Forks Planning Commission held a public hearing on the proposed amendments, which culminated in the Planning Commission recommended the amendments for adoption to the City Council; and

WHEREAS, the City Council held a public hearing on the amendments during its regularly scheduled meeting of June 8, 2026, on the recommendation from the Forks Planning Commission; and

WHEREAS, following the public hearing the City Council deliberated upon the materials provided and as a result of that deliberation decided to take the action found herein;

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

Section 1. Amending Forks Municipal Code Section 17.10.315, Mini-Storage Facility.

- A. City Council concurs with the Planning Commission's recommendation approving the amendment of FMC Section 17.10.315, definition of Mini-Storage Facility.
- B. The City hereby amends the FMC Section 17.10.315 to read as follows (amendment shown in legislative marks):

17.10.315 Mini-storage facility.

“Mini-storage facility” means a building or modular storage units, including shipping-container based storage, designed for the leasing of small, individual, secured portions to the public which are used for the storage of personal property.

Section 2. City staff are hereby directed to complete preparation of the final ordinance, including correction of any subsequently discovered typographical or scrivener's error, for codification and map updates as necessary.

Section 3. Effective Date. This ordinance shall take effect five days after it has been published within the City's journal of record as provided for by law.

Passed this 26 May 2026 by the City Council of Forks

Tim Fletcher, Mayor

Attested to:

Approved as to Form:

Caryn DePew
Clerk/Treasurer

Charlotte A. Archer
Attorney

INTERGOVERNMENTAL AGREEMENT

BETWEEN

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

**REGARDING THE PROVISION OF COUNTY AND CITY SERVICES TO CERTAIN
PROPERTIES WITHIN THE CITY OF FORKS**

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AGREEMENT.

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

1 RECITALS.

- 1.1 The Tribe currently owns in fee property located at 281 Wood Avenue, consisting of Clallam County Parcel Number 132809690272 (the "Housing 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 Tribe currently owns several other parcels within the boundaries of the City of Forks, which it may in the future apply to place into trust status pursuant to federal law. This process takes place pursuant to 25 U.S.C. § 5108 and 25 C.F.R. Part 151 and, if approved, results in the United States of America taking the land into trust for the benefit of the Tribe ("Trust Properties").**
- 1.3 Once property is taken into trust, the property and the activities taking place on that Trust Property will generally not be subject to the regulatory authority of the County or City. But because the Housing Property and any Trust Properties are located within the County and City, the Tribe wishes to receive County and City services requested by the Tribe to the Housing Property and any Trust Properties and the facilities located thereon on the same basis as the County and City provide services to other comparable land within the County and City, and the Tribe is willing to pay an appropriate amount for those services.**
- 1.4 The Housing Property and any Trust Properties covered under this Agreement are collectively referred to as the Properties. 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 Properties within the boundaries of the City of Forks, 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.**
- 1.5 The County and City intend to provide services requested by the Tribe to the Housing Property and any Trust Properties 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.

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

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.

The Parties may also agree to add additional properties to this Agreement in the future, including but not limited to any future Trust Properties within the County and City. In that event, the Parties will execute appropriate amendments to this Agreement identifying the property or properties to be added (which, upon execution of such amendments, will become "Property" subject to this Agreement), and setting forth any agreed-upon terms specific to such property or properties.

4 TRIBE'S CONTRIBUTION FOR SERVICES.

4.1 Nature of the Contribution. The Parties recognize that once a property is taken into trust, the Property will no longer be subject to Clallam County property taxes, which typically fund the provision of various County and City services to other properties. In lieu of paying Clallam County property taxes, and in exchange for the County's and City's continued provision of the agreed-upon services to the Property that they typically provide to other properties using property tax revenues, the Tribe is willing to make a contribution in an amount comparable to the Clallam County property taxes. For the avoidance of doubt, the Parties expressly acknowledge and agree that the Tribe's agreement to make this contribution is purely voluntary and that the contribution does not constitute a tax on the Tribe, the Property, or the facilities or activities thereupon. Rather, the Tribe commits as a contractual obligation to making the contribution as stated in Section 4.2.

4.2 Contribution.

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

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. 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 Properties 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 Properties will not be based on the actual revenues or projected revenues of the Properties from the activities

located thereon; provided, however, that in determining the valuation of the Properties 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 Properties 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 Properties will continue as is. In the event of future improvements to the Properties 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 Properties.
- 5.2 **Applications for New Water Service.** If the Tribe desires new water service to the Properties 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

Properties 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 Properties. 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 Properties. 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 Properties.
- 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 Properties 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 Properties 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 not currently provide sewer service to the

Properties and presently has no plans to provide sewer service in the vicinity of the Properties in the foreseeable future. In the event that the City extends sewer service to the vicinity of the Property in the future, and the Tribe desires to connect to the City's sewer service, the City will provide sewer service to the Properties and associated facilities on the same basis that the City provides sewer service to other property within the City, and the Tribe will pay comparable amounts in exchange for such service. Unless otherwise agreed, the Tribe will perform the actual installation and construction of sewer service to Properties 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 Properties and presently has no plans to provide storm drainage service in the vicinity of the Properties in the foreseeable future. In the event that the City extends storm drainage service to the vicinity of the Properties 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 Properties 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 Properties 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 Properties 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 Properties 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 Properties. 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 Properties 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 Properties and associated facilities on the same basis that the County provides such services to other property within the County. The County's provision of emergency medical services to the Properties and associated facilities will be funded by the Tribe's contribution under Agreement Section 4.

11 ROAD/TRANSPORTATION SERVICES.

- 11.1 General.** In the event of future developments to the Properties that may impact County and/or City roads in the vicinity of the Properties, the Tribe commits to assess, address, and mitigate any transportation-related impacts and traffic-safety considerations on such local roads as part of its planning and construction of such developments. In the event that such developments cause traffic increases or other transportation-related impacts to such local roads that cannot be adequately mitigated, the Parties will work cooperatively to satisfactorily address such impacts under Agreement Section 4. Any roads the Tribe adds to the Properties will be considered private roads and the City will not provide road maintenance, snow or ice removal, or other services it customarily supplies to public roads within the City. However, the Tribe will work with the County and the City to coordinate the road names and addresses for emergency 911 purposes.

12 LAW ENFORCEMENT SERVICES.

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

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

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

13 OTHER SERVICES.

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

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

14 DISPUTES AND REMEDIES.

14.1 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:

14.1.1 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.

14.1.2 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.

14.1.3 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.

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

14.1.5 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.

14.2 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 14 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 14.3; (2) mediate according to Section 14.4; and (3) arbitrate according to Section 14.5, in that order. Arbitration may only be compelled, and an arbitration award may only be enforced in the manner described in Sections 14.6 and 14.7, respectively, below.

14.3 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.

14.4 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 14.7, below.

14.5 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 14.6 and 14.7, below, will govern instead. Any Party involved in the dispute may initiate arbitration, by providing a written notice of its intention to arbitrate to the other Party (or Parties) involved in the dispute, upon either a written determination by the mediator or the Parties' mutual written agreement that mediation has been unsuccessful, or at any time at least sixty (60) days after the initial meeting with the mediator. Following a Party's receipt of the written notice of the other Party's intention to arbitrate, the Parties involved in the dispute will make a good faith effort to select an arbitrator as provided in Rule 15 of the JAMS Rules. The arbitrator selected must have at least ten years of legal experience in federal Indian law and contract law. If the Parties' selection process does not yield an agreed-upon arbitrator, JAMS will select one with such qualifications. If appropriate, the arbitrator may decide the dispute on summary disposition, unless the parties agree otherwise. Relief awarded by the arbitrator must be in accordance with this Agreement Section 15 and may include direct monetary damages, equitable relief, and specific performance, but may not include loss of profit, indirect, incidental, special, consequential, or punitive damages. The award rendered by the arbitrator will be final and may be enforced in accordance with applicable law only as provided in Section 14.7, below.

14.6 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 14.7, below, provided that the County and City must follow all requirements of the Quileute Sovereign Immunity Ordinance

section entitled "Procedure with Respect to Actions Authorized by this Title."

14.7 Enforcement of Arbitration Award. If an arbitration award is against the County and/or City, and in favor of the Tribe, judgment may be entered upon it in any court of competent jurisdiction. If the arbitration award is in favor of the County and/or City, and against the Tribe, judgment may be entered upon it exclusively in the Quileute Tribal Court, provided that Party (or Parties) seeking enforcement of the award must follow all requirements of the Quileute Sovereign Immunity Ordinance section entitled "Procedure with Respect to Actions Authorized by this Title." The Parties agree that the Quileute Tribal Court will only enforce the award rendered by the arbitrator and that such award is not subject to any appeal, objection or reconsideration in the 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.

15 MISCELLANEOUS.

- 15.1 Governing Law.** The validity, construction, interpretation, and legal effect of this Agreement will be governed by the laws of the State of Washington.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.

15.7 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.

15.8 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.

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