



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, January 11, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting by phone call 408-419-1715 and use Meeting ID: 875 561 784.

If you would like to participate via video conference, visit www.bluejeans.com and join the Work Session with Meeting ID: 875 561 784.

No in-person attendance will be allowed until Governor's Proclamation is lifted.

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

Administration - 9 a.m.

1. Calendar/Correspondence
2. Agreement with Canyon City Solutions Software for True Star Behavioral Health Services clinical documentation and billing

Agreement 

Public Works

3. Resolution initiating a County Rod Project designated as CRP C1255, Traffic Control Devices (5a)*

Resolution 

4. Letter designating applicant agent and letter of support for the Dungeness Off-Channel Reservoir project (5b)*

Dungeness Off-Channel Reservoir project 

Community Development

5. Indemnification of lost original note and/or deed of trust and request for full reconveyance

Recon 

Board of Commissioners

6. Resolution appointing Philip Giuntoli to the Planning Commission

Resolution 

7. Discussion and resolution appointing members to the Clallam County Districting Commission

Discussion and resolution 

Budget

8. Resolution creating a new Bullman Beach Water System Fund

Resolution 

9. Discussion of proposed supplemental appropriations to be considered on January 26 (4a)*

Supplemental appropriations 

10. Discussion of proposed budget emergencies to be considered on January 26 (4b)*

Budget emergencies 

Continued Work Session - 1 p.m.

11. Discussion and next steps on Conservation Futures

Conservation Futures - 1 p.m. continued work session 

General Discussion/Items for Future Agendas

- A. NODC update (January 25)
- B. Wake Boat Discussion (January 25 at 10 a.m.)
- C. CRC recommendation discussion (March 15)
- D. Noise Ordinance (TBD)

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

Executive Session regarding Midway Metals - scheduled after the agenda packet was posted on 1-7-2021 

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.

- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

2
1/11/21

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 01/11/2021**

REGULAR AGENDA ☒ **Meeting Date: 01/19/2021**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.21.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Agreement between Canyon City Solutions Relia Trax and Clallam County Juvenile & Family Services for True Star Behavioral Health Services clinical documentation and billing; replaces Avail KeyNotes agreement.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

No budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and sign.

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Cindy Hanson Cindy Hanson

Relevant Departments: _____

Date submitted: 01/05/2021

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext. 2256

Canyon City Solutions ReliaTrax™ Software License

This License For Customer Use of CANYON CITY SOLUTIONS Software ("LICENSE") is the agreement which governs use of the software of CANYON CITY SOLUTIONS ("CCS") downloadable and accessed from the Internet, including computer software and associated printed materials ("SOFTWARE"). By downloading, installing, copying, or otherwise using the SOFTWARE, the undersigned Customer agrees to be bound by the terms of this LICENSE.

RECITALS

The CCS SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is not sold, and instead is only licensed for use, strictly in accordance with this document. This LICENSE sets forth the terms and conditions of the SOFTWARE LICENSE only.

1. DEFINITIONS

1.1 Customer. Customer means the undersigned entity or entities or individual(s) who download(s) the SOFTWARE or access(es) the SOFTWARE via the Internet. For the purposes of Section 2.1.2 (Limitations) and Section 3.2 (Termination), a reference to "Customer" will also include any employees of Customer.

1.2 Active Client. Any client of the Customer that is in the active state.

1.3 Inactive Client. Any client of the Customer that is in the inactive state

1.4 Intake Client. Any client of the Customer that is in the intake state.

1.5 Referral Client. Any client of the Customer that is in the referral state.

1.6 Hold Client. Any client of the Customer that is in the hold state.

2. GRANT OF LICENSE

2.1 Rights and Limitations of Grant. CCS hereby grants Customer the following non-exclusive, non-transferable right to use the SOFTWARE, with the following limitations:

2.1.1 Rights. Any user, authorized by the Customer, may access and/or use the SOFTWARE on any computer at any location.

2.1.2 Limitations.

No Reverse Engineering. Customer may not reverse engineer, decompile, or disassemble the SOFTWARE, nor attempt in any other manner to obtain the source code.

No Rental. Customer may not rent or lease the SOFTWARE to someone else.

3. TERMINATION

3.1 Either Customer or CCS may terminate this LICENSE for any reason upon thirty (30) days' written notice to the other party. Notices shall be given via electronic mail to the email addresses set forth below on the signature page to this LICENSE. Notices are deemed received on the day transmitted.

3.2 This LICENSE will automatically terminate if Customer fails to comply with any of the terms and conditions hereof. In such event, Customer must immediately destroy all copies of the SOFTWARE and provide proof satisfactory to CCS of such destruction.

3.3 Defensive Suspension. If Customer commences or participates in any legal proceeding against CCS, then CCS may, in its sole discretion, suspend or terminate all license grants and any other rights provided under this LICENSE during the pendency of such legal proceedings.

3.4 Data Access. Upon termination and if requested by Customer, CCS will provide access to a digital copy of client attendance, billing and clinical documentation for Customer to download.

4. COPYRIGHT

All title and copyrights in and to the SOFTWARE (including but not limited to all images, photographs, animations, video, audio, music, text, and other information incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by CCS, or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Accordingly, Customer is required to treat the SOFTWARE like any other copyrighted material, except as otherwise allowed pursuant to this LICENSE and that it may make one copy of the SOFTWARE solely for backup or archive purposes.

5. APPLICABLE LAW

This LICENSE shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Nevada. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

6. DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY

6.1 No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND CCS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER WHETHER EXPRESS OR, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6.2 No Liability for Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CCS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF

OR INABILITY TO USE THE SOFTWARE, EVEN IF CANYON CITY SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. MISCELLANEOUS

If any provision of this LICENSE is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This LICENSE is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This LICENSE may only be modified in writing signed by an authorized officer of CCS. Customer agrees that it will not ship, transfer or export the SOFTWARE into any country, or use the SOFTWARE in any manner, prohibited by the United States Bureau of Industry and Security or any export laws, restrictions or regulations.

8. PAYMENTS

CCS will provide the SOFTWARE at no charge during a one month evaluation period beginning on the date of this LICENSE. Thereafter, the Customer will pay CCS to use the SOFTWARE under this LICENSE at a rate of \$3.00 per month for each Active/Hold Client and \$0.05 per month for each Inactive Client and \$0.00 per month for each Intake/Referral Client or a minimum payment of \$150.00 per month whichever is greater. State and local sales taxes, if applicable, will be calculated on the total license fees based on the billing address and will be added on to the license fee amount. Payments are due on the 1st day of each month, and will be deemed past due by the 15th of the month. **CCS reserves the right to suspend or terminate service due to non-payment.**

9. ATTACHMENTS

The parties acknowledge that the following attachments, which are attached to the LICENSE, are expressly incorporated by this reference.

Attachment A – Business Associate Agreement

CLALLAM COUNTY JUVENILE SERVICES,
TRUE STAR BEHAVIORAL HEALTH:

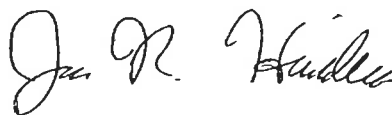
Signature

Name

E-mail Address

Date

CANYON CITY SOLUTIONS:

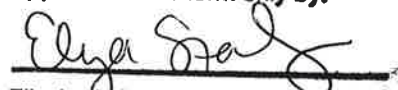


James R. Hinderks

james@reliatrax.com

10/31/20

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Attachment A

Business Associate Agreement Provisions

This Business Associate Agreement (the "Agreement" between the Covered Entity ("CE")), identified on the signature page of this agreement, and the Business Associate ("BA") Canyon City Solutions, LLC is effective as of the date on the signature page.

Recitals

- (a) CE possesses Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined) and the HIPAA Regulations (as hereinafter defined), and is permitted to use or disclose such information only in accordance with HIPAA and the HIPAA Regulations;
- (b) CE has licensed BA's ReliaTrax software (the "Software") to assist CE in tracking, processing and managing of the services or goods furnished to Clients, which Software is licensed to CE under the terms of a separate agreement (the "License Agreement");
- (c) The Software is designed to function by creating and utilizing, on computer server equipment within the custody and control of BA, a database (the "Server Database") of electronic Client information transmitted to BA for the sole purpose of providing electronic data processing and support services for CE;
- (d) BA may receive such information from CE, or create and receive such information on behalf of CE, in order to perform certain of the services;
- (e) CE wishes to ensure that BA will appropriately safeguard Protected Health Information (PHI); and
- (f) The parties have determined that the proper operation of the Software will require the BA to communicate PHI of the Clients and to store and manipulate such information as part of the Server Database, which activities are covered by HIPAA and the HIPAA regulations, and that the parties are required to document their service arrangements under Sections 164.502(e)(2) and 164.504(e) of the HIPAA Regulations;

NOW THEREFORE, CE and BA agree as follows:

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" (BA) shall generally have the same meaning as the term "Business Associate" in 45 CFR 160.103, and in reference to the party to this agreement, shall mean Canyon City Solutions, LLC.
- (b) Covered Entity. "Covered Entity" (CE) shall generally have the same meaning as the term "Covered Entity" in 45 CFR 160.103, and in reference to the party in this agreement, is identified on this document's signature page.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (e) Data Aggregation. "Data Aggregation" means the combining, by the BA, of the Covered Entity's de-identified PHI with de-identified PHI that the Business Associate received from other Covered Entities to permit data analyses that relates to health care operations.

Obligations and Activities of BA

BA agrees to:

- (a) Not use or disclose protected health information (PHI) other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to CE any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information;
- (e) Make available protected health information in a designated record set to the CE as necessary to satisfy CE's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the CE pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy CE's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the CE as necessary to satisfy CE's obligations under 45 CFR 164.528;
- (h) To the extent the BA is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the CE in the performance of such obligation(s); and

- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by BA

- (a) BA may not use or disclose protected health information except for services relating to the health care operations of the CE.
- (b) BA may use or disclose protected health information as required by law.
- (c) BA agrees to make uses and disclosures and requests for protected health information consistent with CE's minimum necessary policies and procedures.
- (d) BA may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE.
- (e) BA may use protected health information for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
- (f) BA may provide Data Aggregation services relating to the health care operations of the covered entity.
- (g) BA may not disclose any De-Identified (Section 164.514 of the HIPAA Privacy Rule) protected health information that identifies the CE without CE's prior written authorization.

Provisions for CE to Inform BA of Privacy Practices and Restrictions

- (a) CE shall notify BA of any limitation(s) in the notice of privacy practices of CE under 45 CFR 164.520, to the extent that such limitation may affect BA's use or disclosure of protected health information.
- (b) CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BA's use or disclosure of protected health information.
- (c) CE shall notify BA of any restriction on the use or disclosure of protected health information that CE has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of protected health information.

Permissible Requests by CE

CE shall not request BA to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by CE.

Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date on the signature page of the CE, and shall terminate on the expiration/termination of the License or on the date CE terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. BA authorizes termination of this Agreement by CE, if CE determines BA has violated a material term of the Agreement and BA has not cured the breach or ended the violation within the time specified by CE.

- (c) Obligations of BA Upon Termination. Upon termination of this Agreement for any reason, BA shall, destroy all protected health information received from CE, or created, maintained, or received by BA on behalf of CE, which the BA still maintains in any form. BA shall retain no copies of the protected health information.
- (d) Survival. The obligations of BA under this Section shall survive the termination of this Agreement.

Miscellaneous

- (a) Data Ownership. BA acknowledges that BA has no ownership rights with respect to PHI.
- (b) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (c) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (d) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (e) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- (f) Right or cause of action. Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (g) References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended, and for which compliance is required.
- (h) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- (i) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (j) Headings. The headings of each section are inserted solely for purposes of convenience and shall not alter the meaning of this Agreement.
- (k) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.
- (l) Counterpart Execution. This Agreement may be executed separately by each party in identical counterparts, including counterparts transmitted by facsimile or electronic mail, and shall be effective when Associate has received an original or facsimile of the signature page of this Agreement signed by the authorized representative of the CE.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the effective date set forth below.

"Covered Entity"

By: _____ Date: _____

Print Name: _____

Title: _____

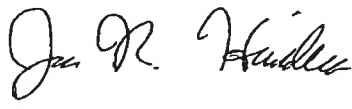
Company: _____

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

"Business Associate"

By: 

Date: 10/31/20

Print Name: James R. Hinderks

Company: Canyon City Solutions, LLC



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

3
1/11/21
5a

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date: 01/11/21**

REGULAR AGENDA ☒ **Meeting Date: 01/12/21**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |
- Documents exempt from public disclosure attached: ☐

Executive summary:

A resolution to initiate a County Road Project (CRP) for Traffic Control Devices. This project covers installation of new traffic signs along County roads to include regulatory, warning, school, guide, recreation and road name signs.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This project is budgeted as a part of the Annual Construction Program as Item #30.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

That the Board signs this agreement.

County Official signature & print name: R. Tyler, Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Road Dept.

Date submitted: 01/06/21

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



CR RESOLUTION ____, 2021

INITIATE A COUNTY ROAD PROJECT DESIGNATED AS CRP C1255,
TRAFFIC CONTROL DEVICES

IT IS HEREBY RESOLVED THAT improvements to various county roads will include the following:

Traffic Signing - County Wide

Installation of new traffic signs along county roads to include regulatory, warning, school, guide, recreation, and road name signs.

This project is hereby declared to be a public necessity and the county engineer is hereby ordered to report and proceed thereon as by law provided.

IT IS FURTHER RESOLVED that an appropriation from the officially adopted road fund budget and based on the county engineer's estimate is hereby made in the amounts and for the purposes shown:

ACCOUNT CODE	PURPOSE	TOTAL ESTIMATE
595.11	Engineering	\$1,000.00
595.20	Right of way acquisition	\$0.00
	Total (Not subject to 36.77.065)	\$1,000.00
595.33	Construction by Day Labor	\$9,000.00
	Total (Subject to 36.77.065)	\$9,000.00
	Total	\$10,000.00

Est. Date to Commence Work: Jan-21

Road Dist.: All

Est. Date to Complete Work: Dec-21

Road Type: Acess & Arterial

Signed This _____ Day of _____, 20__

R. Tyler, P.E.
County Engineer

This project is included in the officially adopted annual road program in accordance with RCW 36.81.130 as a portion of Item No. 30.

IT IS FURTHER RESOLVED that the construction is to be accomplished by county forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach

PLEASE PUBLISH: January 15, 2021

PLEASE BILL:

Clallam County Public Works/Road Dept.
223 E. 4th St., Ste. 6
Port Angeles, WA 98362



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

4
1/11/21
5b

Department: Public Works

WORK SESSION ☒ **Meeting Date: 1-11-21**

REGULAR AGENDA ☒ **Meeting Date: 1-12-21**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: Letter of Local Support |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County applied for funding for the Dungeness Off-Channel Reservoir from FEMA through its Building Resilient Infrastructure and Communities (BRIC) program. The subapplication request is for approximately \$9,939,744 for constructing a phased reservoir and infiltration facility. We were recently informed that our subapplication has made it through the initial state-level round and with some extra details may now move on to the national competition. The funder requires a letter of local support and a designation of an applicant agent. Due to the quick turnaround required by FEMA WA, the letter and designation must be handled in back to back work session and regular session sequence.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

There is no budgetary impact at this time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please sign the draft letter of local support and designate Carol Creasey as the Applicant Agent.

County Official signature & print name: Carol L. Creasey Carol L. Creasey

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

Relevant Departments: Public Works

Date submitted: 1-6-21

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

6 January 2021

Resolution Designating Applicant Agent

For the State of Washington Building Resilient Infrastructure and Communities (BRIC) Program Sub-Application and Grant:

BE IT RESOLVED THAT

Carol L. Creasey, Reservoir Project Manager/County Hydrogeologist
(Print Name and Title)

OR HIS/HER ALTERNATE

Ross Tyler, Public Works Director/County Engineer
(Print Name and Title)

Is hereby authorized to execute for and on behalf of Clallam County, a local government entity, state agency, special purpose district, or federally recognized tribe established under the laws of the state of Washington, this application, grant agreement, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under the Disaster Recovery Reform Act, Section 1234; amended Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

THAT Clallam County hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state non-disaster mitigation.

Passed and approved this _____ day of _____, 20____

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

File:

6 January 2021

David Spicer
Mitigation Program Manager
FEMA WA BRIC
WA Military Dept., Emergency Management Division
Camp Murray TA-20
Tacoma, WA 98439-5122

Dear Mr. Spicer:

The purpose of this letter is to document the availability of local funds and Clallam County commitment in support of the County's FEMA BRIC subapplication entitled Building Climate Resilience: the Dungeness Off-Channel Reservoir. The Clallam County Board of Commissioners strongly supports the Dungeness Off-channel Reservoir project. Climate change projections for the Dungeness watershed indicate decreased snowpack with increased rain events and flooding. The Off-Channel Reservoir will deliver a climate change resilient solution by storing early season, high flow Dungeness River water for use by irrigators during the late irrigation season as an alternative to river diversions when flows are critically low. This source switch will improve flows from August to September when irrigation demand is highest and ESA-listed Chinook salmon and steelhead are returning to spawn in the Dungeness River. It is projected that total spring and summer season streamflow in the Puget Sound region in WA will decrease by 24–31% on average by the end of the century. Drought in the Dungeness has already made its impact felt in 3 of the past 5 years. Additionally, the off-Channel Reservoir will expand capacity for aquifer recharge mitigation and restoration programs to offset permit exempt well impacts and restore independent streams and help alleviate flooding on roads and properties in the City of Sequim area.

Clallam County has recognized the Reservoir as its top water resources priority because of its benefits to the Dungeness River, community/agriculture water supply and development, and salmon recovery. The Reservoir is the greatest and most cost effective remaining water storage and flow restoration opportunity in the Dungeness basin to enable reliable and vital water supplies in the Dungeness basin for farms, people, and fish. Attached is a Resolution passed by the Board of County Commissioners in 2018 that underscores our commitment.

The total estimated cost for this phase of the Reservoir project is \$9,939,744.15 with a proposed federal share of \$7,454,808.11 and a proposed local share of \$2,484,936.04. The County recently was awarded a 2020 Streamflow Restoration grant from WA Department of Ecology, of which a portion will be used as match to cover our local share.

Thank you for considering our subapplication for Building Climate Resilience: the Dungeness Off-Channel Reservoir.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



RESOLUTION 92, 2018

4a
10/30

IN SUPPORT OF THE DUNGENESS FLOW RESTORATION AND
AQUIFER RECHARGE OFF-CHANNEL RESERVOIR

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Dungeness River watershed is water-short most years during the critical period in late summer when both agricultural irrigators and ESA-listed salmonids rely on adequate streamflow.
2. Reservoirs of water held in annual snowpack and ancient glaciers are decreasing over time, and extreme low-flow conditions on the River are becoming more frequent and exacerbated during drought years.
3. Clallam County is highly supportive of the reservoir project proposal and has prioritized it over all other flow restoration proposals as providing substantial and significant flow benefit.
4. Clallam County has been a party to discussions and has supported proposals for water storage via reservoirs and aquifer recharge for well over a decade.
5. Finding funding to implement the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir is Clallam County's highest flow restoration priority because the project addresses all top recommendations for River Restoration and has multiple additional benefits.
6. Clallam County is a willing landowner, local stakeholders are mobilized, the reservoir has a great deal of popular support in the community, and the planning group is actively identifying models for local cost-share for the reservoir and future operations.
7. State funding for streamflow restoration projects will be made available to certain basins in Washington state including the Dungeness as allowed in ESSB 6091 (January 2018) and documentation of support from stakeholders and initiating governments is requested.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners in consideration of the above findings of fact:

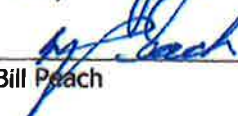
1. Supports the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir as its highest priority to implement flow restoration, water storage and aquifer recharge because of its scale, location, cost/benefit and feasibility.

PASSED AND ADOPTED this thirtieth day of October, 2018.

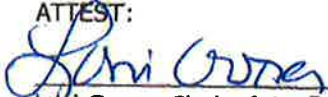
BOARD OF CLALLAM COUNTY COMMISSIONERS


Mark Ozias, Chair


Randy Johnson


Bill Peach

ATTEST:


Loni Gores, Clerk of the Board



5
1/11/21

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: DCD

WORK SESSION ☒ Meeting Date: January 11, 2021

REGULAR AGENDA ☒ Meeting Date: January 19, 2020

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other Request for Reconveyance |

Documents exempt from public disclosure attached: ☐

Executive summary:

Through the Community Trade and Economic Development Community Development (now the Dept. of Commerce) Block Grant Program, Housing Rehabilitation Grants #00-00-64020-003 and 04-64004-044 - Sub-recipient Olympic Community Action Programs - non-interest loans were provided to low-income housing units. Borrowers signed deeds of trust in favor of the county. The borrower has paid the full amount of the loan and the filing fee and is now requesting the county to reconvey. Attached is confirmation that the loan has been paid. This request is for the BOCC Chair to sign the Request for Reconveyance. Assessor's Parcel #132808-430250, June Colby.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please sign Request for Reconveyance.

County Official signature & print name: Lori Kennedy for Mary Ellen Winborn Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Lori Kennedy

Relevant Departments: DCD

Date submitted: 12-6-20

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Indemnification of Lost Original Note
and/or Deed of Trust and Request for Full Reconveyance

The undersigned is/are the beneficiary(ies) and holder of that certain Deed of Trust and Original Note executed by **June Colby**, as Grantor(s), **County of Clallam**, as Beneficiary(ies), and **Olympic Peninsula Title Company**, as Trustee, dated **April 7, 2000**, recorded on **April 19, 2000**, in the office of the county recorded of Clallam County, State of Washington Auditor's File No. **2000 1045805**.

It is hereby certified that although a diligent search has been made for the original Promissory Note and/or Deed of Trust that the same has/have been lost and cannot be found.

The undersigned hereby agrees (s) to hold and save said Trustee harmless from and against any and all liability and loss it may suffer by reason of the fact that it is executing a Reconveyance of the Deed of Trust recorded against that certain real property securing said instrument, without the surrender to said Trustee of the Original Note and/or Deed of Trust in the amount of \$ **23,392.90**.

The Note and all other indebtedness secured by said Deed of Trust have been Fully Satisfied.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warrantee, to the person (s) entitled thereto, the right, title, and interest now held by you thereunder.

STATE OF WASHINGTON} SS
County of Clallam } SS

ACKNOWLEDGEMENT – Representative Capacity

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as
the

_____ of

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 20 ____.

Notary Public in and for the State of Washington,
residing at

My appointment expires _____

CLALLAM COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
223 E. 4th St., Ste. 5, Port Angeles, WA 98362-0149
(360) 417-2354

PAYOFF REQUEST FOR COMMUNITY DEVELOPMENT BLOCK GRANT 00-64020-003

June Colby
1020 Cook Road
Forks, WA 98331

Date
12/21/2020

**PAYOFF FOR COMMUNITY DEVELOPMENT BLOCK GRANT LOAN FOR JUNE COLBY IN ORDER TO
ISSUE RECONVEYANCE OF DEED OF TRUST**

Parcel # 132808-430250
Deed of Trust # 2000 1045805
Loan Date: 4-7-2000
Loan Due Date: 4-7-2020

Loan Amount \$23,392.90

PAYMENT DUE UPON RECEIPT OF INVOICE

Please remit to:
Clallam County Community Development
223 E. 4th St., Ste. 5
Port Angeles, WA 98362

Attn Lori Kennedy

TOTAL \$23,392.90



First Federal
www.ourfirstfed.com
1.800.800.1577

CHECK NO. 85797

98-7084/3251

Date: 1/05/2021

Escrow No.: 119668-KG

\$ 23,392.90

PAY TWENTY THREE THOUSAND THREE HUNDRED NINETY TWO AND 90/100 DOLLARS

To The Order Of Clallam County Community Development
Attn: Lori Kennedy
223 E 4th Street, Ste 5
Port Angeles, WA 98362
Ref: 00-64020-003

PORT ANGELES TRUST IOLTA
TWO SIGNATURES REQUIRED

⑈85797⑈ ⑆325170848⑆0156059406⑈

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW. IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

OLYMPIC PENINSULA TITLE CO. PORT ANGELES TRUST IOLTA

Check No. 85797

Date: 1/05/2021 Escrow No.: 119668-KG
Payee: Clallam County Community Development
Attn: Lori Kennedy
223 E 4th Street, Ste 5
Port Angeles, WA 98362

(SA) Closed: 1/06/2021

Amount: \$ 23,392.90

Seller:

Buyer: June E. Colby

Ref: 00-64020-003

Memo 1:

Memo 2:

Detail: Payoff

Payoff

Property: 1020 Cook Road, Forks, WA 98331

OLYMPIC PENINSULA TITLE
23,392.90
Title Insurance • Escrows • Contract Collections

OPT FOR OLYMPIC PENINSULA TITLE



CLALLAM COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
223 E. 4th St., Ste. 5, Port Angeles, WA 98362-0149
(360) 417-2354

DEPOSIT SLIP

RECEIVED FROM:

June Colby
1020 Cook Road, SQ 98382
Sequim, WA 98382
360-683-9449

DATE
1/6/2021

DESCRIPTION	AMOUNT
-------------	--------

CDBG GRANT #00-64020-003
Loan #98CC63L

~~\$23,392.00~~

23,392.90

Heaney

April 7, 2000 June Colby & Lindsey Halvorsen (deceased) borrowed \$23,392.00 provided by the CTED to Clallam County to use for housing rehabilitation. It is on Assessor's Parcel Number 132808-430250

June Colby paid the loan in full on January 6, 2021 on check #85797 from Olympic Peninsula Title

RECEIPT TO:
DEPT. COMMUNITY DEVELOPMENT MISCELLANEOUS REVENUE
00100.334.36991.00.0010

CLALLAM COUNTY, WASH.
175112 JAN 14 2021

MD

Loan Close Out

Borrower's Name: June Colby
Lindsey J. Halverson

Address: 1020 Cook Road
Forks, WA 98331

Amount Due & Payable: \$23,392.90

Loan Date: 4/7/00

Due Date: April 7, 2020

Title Policy #: 48 0033 107 00004558

Title Ref. #: 77308-PC

Promissory Note: ☒

Principle reduced by remaining contingency ☒ \$1,607.10

Deed of Trust: ☒

DOT Record #: 2000 1045805

DOT Record Date: 4/19/00

Loan Agreement ☒

CLALLAM COUNTY HOUSING PRESERVATION PROGRAM
PROMISSORY NOTE MODIFICATION AGREEMENT
IN REFERENCE TO DEED OF TRUST RECORDED UNDER AUDITOR'S FILE NO: # 2000 1045805

Project #: 98CC63L
Legal Address: 1020 Cook Road
Forks, WA 98331

The East 145 feet of the following described tract of land: Beginning at a point 386 feet East and 385 feet North of the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 8, Township 28 North, Range 13 West, W.M., Clallam County, Washington;
Thence East parallel with the Southerly line of said Southwest Quarter of the Southeast Quarter 406 feet;
Thence North 110 feet;
Thence West 406 feet;
Thence South 110 feet to the Point of Beginning.

Situate in the County of Clallam, State of Washington
parcel number 132808-430250

This secured Promissory Note Modification Agreement is made this 31 day of January, 2000, between June Colby and Lindsey J. Halverson, **BORROWER**, and **CLALLAM COUNTY, LENDER**.

RECITALS

- A. On April 7, 2000, the **BORROWER** executed a Secured Promissory Note and a **DEED OF TRUST** in the amount of Twenty-Five-Thousand and no/100 (\$25,000.00) in favor of the **LENDER**.
- B. **BORROWER** and **LENDER** now wish to modify the face amount of the Promissory Note.

AGREEMENT

In consideration of the mutual promises contained herein, **BORROWER** and **LENDER** agree as follows:

1. **Face Amount.** The first paragraph of the Note is hereby amended to read as follows:

FOR VALUE RECEIVED, the undersigned (herein called the BORROWER) jointly and severally promise(s) to pay to the order of CLALLAM COUNTY, (herein called the LENDER), the sum of Twenty-Three-Thousand-Three-Hundred-Ninety-Two and 90/100 dollars(\$23,392.90), with no interest on the unpaid balance of this Note, or at such rate as adjusted below. Both the principal and interest of this Note are payable in lawful money of the United States at the principal office of CLALLAM COUNTY in Port Angeles, Washington, or at such other place as shall be designated by the LENDER in writing. All indebtedness shall be due and payable twenty (20) years from the date of the original Promissory Note, or upon sale or transfer of any interest of the undersigned in and to the real property, or any portion thereof, which has been conveyed in trust as security for the repayment of this Promissory Note, or upon the death of the undersigned, whichever shall occur first. If this obligation is the joint obligation of more than one person, then this Promissory Note shall become due and payable upon the sale of any interest of either of said persons in and to the real property conveyed as security for the repayment of this Promissory Note, or upon the death of said persons who shall die last, whichever shall first occur.

2. **No other Change.** Except as specifically amended above, all other terms and conditions of the Note will remain the same and shall remain in full force and effect.

BORROWER(S):

June Colby


Lindsey J. Halverson

LENDER:


Authorized Representative
CLALLAM COUNTY
223 East Fourth, Port Angeles, WA 98362



PROMISSORY NOTE

CLALLAM COUNTY HOUSING PRESERVATION PROGRAM DEFERRED LOAN ON OWNER OCCUPIED HOUSING

AMOUNT: \$25,000.00

**ADDRESS: 1020 COOK ROAD
Forks, WA 98331**

DATE: APRIL 7, 2000

FOR VALUE RECEIVED, the undersigned (herein called the BORROWER) jointly and severally promise(s) to pay to the order of **Clallam County** (herein called the LENDER), the sum of **Twenty-Five-Thousand and no/100 Dollars (\$25,000.00)**, with no interest on the unpaid balance of this Note, or at such rate as adjusted below. Both the principal and interest of this Note are payable in lawful money of the United States at the principal office of **Clallam County** in Port Angeles, Washington, or at such other place as shall be designated by the LENDER in writing. All indebtedness shall be due and payable twenty (20) years from the date of this Promissory Note, or upon sale or transfer of any interest of the undersigned in and to the real property, or any portion thereof, which has been conveyed in trust as security for the repayment of this Promissory Note, or upon the death of the undersigned, whichever shall occur first. If this obligation is the joint obligation of more than one person, then this Promissory Note shall become due and payable upon the sale of any interest of either of said persons in and to the real property conveyed as security for the repayment of this Promissory Note, or upon the death of said persons who shall die last, whichever shall first occur.

The BORROWER acknowledges that if BORROWER shall no longer actually reside in and occupy the premises subject to and described in the Deed of Trust, then the interest rate on the unpaid principal balance due under this Note shall automatically increase to an annual interest rate which is one percentage point above the monthly average for U.S. Treasury borrowing rates for twenty (20) year term notes for the prior month, without notice to BORROWER, at the option of LENDER, and if the interest rate is so adjusted, the BORROWER further acknowledges that a monthly repayment schedule shall be established for payment of the principal and interest due under this Note which will provide for the full payment of principal and interest due under this Note within two hundred and forty months.

The BORROWER reserves the right to prepay at any time all or any part of the principal amount due under this Note without payment of penalties or premiums. All payments received on amounts due under this Note shall be applied first to the interest due on the Note, and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any.

If the interest on, and principal due on, this Note are not paid during the calendar month which includes the due date, the BORROWER shall pay to the LENDER a late charge of Five Dollars (\$5) or five percent (5%), whichever is larger, per calendar month, or fraction thereof, on the amount past due and remaining unpaid.

In the event the BORROWER shall fail to pay the interest on or principal amount due on this Note within sixty days of the due date, the unpaid principal amount due under this Note, together with accrued interest and late charges shall become due and payable, at the option of the LENDER, without notice to the BORROWER. Failure of the LENDER to exercise such option shall not constitute a waiver of such default.

MODIFICATION. From time to time without affecting the obligation of the Maker or its successors or assigns to pay the outstanding balance of principal or interest and to observe the covenants contained herein or in the several loan documents, and without giving notice to or obtaining the consent of the Maker or its successors or assigns and without liability on the part of the holder hereof, the Payee or any subsequent holder may, at its sole option, extend the time for payment of the outstanding balance of principal or default interest or any part thereof, release anyone



liable on any of the outstanding principal or default interest balance, accept a renewal, modification, or extension of this Note, modify the terms and time of payment of the outstanding extension of this Note, modify the terms and time of payment of the outstanding balance of principal and default interest, or join in any extension or subordination agreement, or agree in writing with the Maker hereof to modify the rate of default interest or term of this Note.

This Note is secured by a Deed of Trust dated **April 7, 2000**, duly filed for record in the office of the Clallam County Auditor, Clallam County Courthouse, Port Angeles, Washington.

If suit is instituted by the LENDER to recover on this Note, or any portion thereof, BORROWER agrees to pay all costs of such collection, including reasonable attorney's fee and court costs, and the BORROWER further agrees that venue and jurisdiction may be in Clallam County, Washington, at the Lender's option. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Any notice to BORROWER provided for in this Note shall be in writing and be given by mailing such notice by certified mail, return receipt requested, addressed to BORROWER at the property address stated below, or to such other address as BORROWER may designate by notice in writing to the LENDER. Any notice to the LENDER shall be given by mailing such notice by certified mail, return receipt requested, to the LENDER at the address stated below.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of its date.

LENDER:

Signature: Julie A. Jiggs
Authorized Signature
Clallam County

BORROWERS:

Signature: June Colby
June Colby
Signature: Lindsey Halverson
Lindsey J. Halverson

Address: PO Box 863
223 E 4th Street
Port Angeles, WA 98362

Property Address: 1020 COOK ROAD
Forks, WA 98331



2000 1045805 Clallam County

FILED FOR RECORD AT THE CLERK'S OFFICE
CLALLAM TITLE CO
RECORDED
2000 APR 19 4:11:14
5
KENTON L. CLALLAM
CLALLAM COUNTY, WASH.
KLLH DEPUTY

77308-r

AFTER RECORDING, MAIL TO:
Housing Preservation Program
106 N Lincoln Street, Port Angeles, WA 98362

DEED OF TRUST

THIS DEED OF TRUST is made this **7th** day of **April, 2000**, among the Grantor(s), **LINDSEY J. HALVERSON AND JUNE E. COLBY**, formerly **JUNE HALVERSON**, as tenants in common [herein (Borrower(s))]; The Trustee, **CLALLAM TITLE COMPANY**; and The Beneficiary, **THE COUNTY OF CLALLAM** (herein "Lender"). Borrower, in consideration of the indebtedness herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property which is not used principally for agricultural or farming purposes located in the County of Clallam, State of Washington:

The East 145 feet of the following described tract of land: Beginning at a point 386 feet East and 385 feet North of the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 8, Township 28 North, Range 13 West, W.M., Clallam County, Washington;
Thence East parallel with the Southerly line of said Southwest Quarter of the Southeast Quarter 406 feet;
Thence North 110 feet;
Thence West 406 feet;
Thence South 110 feet to the Point of Beginning.

Situate in the County of Clallam, State of Washington.

Assessor's Parcel Number 132808-430250

which has the address of **1020 Cook Road, Forks, WA 98331** (herein "property address"); together with all the improvements now or hereafter erected on the property, and all easements, rights, rents (subject however, to the rights and authorities given herein to Lender to collect and apply such rents), royalties, and all fixtures now or hereafter attached to the property, all of those, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Deed of Trust and all of the foregoing, together with said property are herein referred to as the "Property";

This Deed of Trust is for the purpose of securing performance of each agreement contained herein and the repayment of the indebtedness evidenced by Borrower's note dated **April 7th, 2000**, (herein "Note"), in the principal sum of **Twenty-Five-Thousand and no/100 (\$25,000.00)**, with interest thereon; all renewals, modifications, and extensions thereof; and all other sums, with interest thereon, advanced to the Borrower by the Lender.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend the title for the Property against all claims and demands.

COVENANTS: BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal and interest on all indebtedness secured by this Deed.
2. **COMMENCEMENT OF CONSTRUCTION AND INSTALLATION OF PRESERVATION IMPROVEMENTS.** Borrower shall commence construction and installation of preservation improvements promptly, and in any event within sixty (60) days from the date of this instrument, and to complete same in accordance with any agreements relating to preservation plans and specifications satisfactory to Lender within twelve (12) months of the date of this instrument; shall allow Lender to inspect said improvements at all times during construction and installation thereof; and shall not discontinue work on the preservation of said residence for any reason, other than strikes, lock-outs, acts of God, fires, floods or other similar catastrophes, riots, war or insurrection for a period of more than thirty (30) days. Failure to comply with these provisions shall constitute a default, and upon default hereunder the entire indebtedness secured by the Deed of Trust shall be immediately due and payable, at the Lender's option.

Lender after due notice to the Borrower is hereby authorized to (a) enter upon the secured Property and employ any guards to protect the improvements from depredation or injury and to preserve and protect such Property, (b) to carry any or all then existing contracts between the Borrower and other parties for the purpose of making any of the improvements, (c) to make and enter into additional contracts and incur obligations of the Borrower hereunder, either in the name of the Lender or the Borrower and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Lender provided in this Paragraph, all of which amount so paid by the Lender, with interest thereon from the date of each such payment, at the rate contained in the Note, shall be payable by the Borrower to the Lender on demand, and shall be secured by this Deed of Trust.

3. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender from the Borrower shall be applied by the Lender first in payment of interest due, then to the principal due, and then to late charges, if any.
4. **CHARGES; LIENS.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien in legal proceedings which present the enforcement of the lien or forfeiture of the Property or any part thereof.
5. **HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property continuously insured against losses by fire and other hazards in an amount which shall exceed that amount of coverage required to pay the sum secured by the Deed of Trust and prior liens existing on the subject Property.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repairing economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option to restoration or repair of the Property or to the sums secured by this Deed of Trust.

In the event of foreclosure, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower shall keep the Property in good repair and shall not permit impairment or deterioration of the Property.
7. **PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, or arrangements or proceedings involving a bankruptcy or death of Borrower, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest including, but not limited to, payment of Borrower's obligations under a Mortgage or Deed of Trust, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.
- Any amount disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the outstanding principal due under this Note. Nothing contained in this paragraph shall require Lender to incur expense or take any action hereunder.
8. **CONDEMNATION.** The proceeds of any award to claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.
- If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds to the sums secured by this Deed of Trust.
9. **BORROWER NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to the Borrower shall not operate to release, in any manner, the liability of the Borrower.
10. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
11. **REMEDIES CUMULATIVE.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
12. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY.** The covenants and agreements herein contained shall bind, and the right hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several.
13. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail, return receipt required, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by mailing such notice by certified mail, return receipt required, addressed to Lender's Address stated herein or at such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
14. **TRANSFER OF PROPERTY.** If all or any part of the Property or an interest therein is sold or transferred, assigned or conveyed, whether by deed, contract, or other instrument, by Borrower without Lender's prior written consent, Lender shall declare all sums secured by this Deed of Trust to be immediately due and payable.
15. **DEFAULT AND FORECLOSURE.** Upon default by Borrower in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Lender. In such event and upon written request of Lender, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to

the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any shall be distributed to the persons entitled thereto.

Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Borrower had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the acts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Lender may cause this Deed of Trust to be foreclosed as a mortgage.

It is expressly understood by and between the parties that this Deed of Trust shall be construed under the laws of the State of Washington and that venue for any and all actions brought on this contract shall be in the Superior Court for Clallam County.

16. **ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraphs 14 and 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraphs 14 and 15 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

17. **RECONVEYANCE.** The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of the Borrower and the Lender, or upon satisfaction of the obligation secured and written request for reconveyance made by the Lender or the person entitled thereto.

18. **SUCCESSOR TRUSTEE.** In the event of the death, incapacity or resignation of Trustee, Lender may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is received, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Borrower, Trustee or Lender shall be a party unless such action or proceeding is brought by the Trustee.

BORROWER(S):

June Colby
June Colby
Lindsey J. Halverson
Lindsey J. Halverson

LENDER:

THE COUNTY OF CLALLAM
Housing Preservation Program
106 N. Lincoln Street
Port Angeles, WA 98362

Property 1020 Cook Road _____
Address: Forks, WA 98331

Signature: Julie A. Briggs
Authorized Signature, Clallam County

State of Washington
County of Cowlitz

On this 7th day of April, 2000, personally appeared before me Lindsey J. Halverson to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that He signed the same as His free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of April, 2000



Christy Vieth
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
residing at: Cowichan Rock
My appointment Expires: 10-30-2000

State of Washington
County of Clallam

On this 7th day of April, 2000, personally appeared before me June Colby to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as Her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of April, 2000



Carolyn M. Sparkman
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
residing at: Port Angeles
My appointment Expires: 05/12/01

REQUEST OF RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note or notes secured by this Deed of Trust. Said Note or notes, together with all other indebtedness secured by this Deed of Trust have been paid in full. You are hereby directed to cancel said Note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person legally entitled thereto.

LENDER _____

DATE _____

AFTER RECORDING MAIL TO:
Olympic Peninsula Title Co.
403 South Peabody
Port Angeles, WA 98362

SUBSTITUTION OF TRUSTEE

Whereas, **CLALLAM TITLE COMPANY**, a Corporation, is the Original Trustee, and the undersigned, **THE COUNTY OF CLALLAM**, is the present beneficiary under that certain Deed of Trust executed by **LINDSEY J. HALVERSON AND JUNE E. COLBY, FORMERLY JUNE HALVERSON**, as Grantors on **JUNE 7, 2000**, said Deed of Trust was recorded in the office of the county recorder of **Clallam** County on **APRIL 19, 2000** under recording number **2000-1045805**, and covers real property situated in the county of **Clallam**, State of Washington. Legal Description contained in said Deed of Trust.

Whereas the undersigned Beneficiary hereby substitute a new trustee under said Deed of Trust in the place and stead of said Trustee:

Now therefore, the undersigned Beneficiary hereby substitutes and appoints **OLYMPIC PENINSULA TITLE COMPANY**, whose address is **403 SOUTH PEABODY, PORT ANGELES WA 98362** as Successor Trustee under said Deed of Trust.

Dated December 22, 2020

(Beneficiary)

By: _____

By: _____

STATE OF _____ }
COUNTY OF _____ } SS:

I certify that I know or have satisfactory evidence that the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of _____
Residing at: _____
My appointment expires: _____

Place Notary Seal and/or Stamp above



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

6
1/11/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 01-11-21

REGULAR AGENDA ☒ Meeting Date: 01-19-21

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Planning Commission for representation of District IIIb due to a resignation. A press release was issued during the month of November 2020 soliciting applications from interested citizens within District III. Two applications were received.

The Director of the Department of Community Development and the Board of Clallam County Commissioners support the appointment of Philip Giuntoli to fill the vacant position as the District IIIb representative.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing Philip Giuntoli to the Planning Commission.

County Official signature & print name: Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Mary Ellen Winborn/Bill Peach

Relevant Departments: DCD/BOCC

Date submitted: 01-04-21

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Appointing Philip Giuntoli 01-19-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE PLANNING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Planning Commission for representation of District IIIb due to a resignation.
2. A press release was issued during the month of November 2020 soliciting applications from interested citizens within District III. Two applications were received.
3. The Director of the Department of Community Development and the Board of Clallam County Commissioners support the appointment of Philip Giuntoli to fill the vacant position as the District IIIb representative.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Philip Giuntoli** is appointed as District IIIb representative for a term ending December 31, 2023.

PASSED AND ADOPTED this nineteenth day of January, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.172
Appointee
DCD



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

7
1/11/21

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 1/11/21

REGULAR AGENDA ☐ **Meeting Date:** 1/19/21

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Charter requires that a Districting Commission be appointed every 10 years beginning in 1991 for the purpose of hiring a Districting Master. The process is detailed in Section 7.40 of the Charter. The Districting Master is tasked to propose new district boundaries (if necessary) based on the 2020 Census figures. Each Commissioner is responsible for appointing one member and the political parties each appoint a member.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Discuss appointments and direct the Clerk of the Board to final a Resolution for consideration at the January 19, 2021 meeting.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Republican Party, Democratic Party

Relevant Departments: Board of Commissioners

Date submitted: January 5, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



RESOLUTION _____, 2021

APPOINTING MEMBERS TO THE CLALLAM COUNTY DISTRICTING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Clallam County Charter at Section 7.40 provides that, "By January 31, 1991, and by January 31st of each tenth (10th) year thereafter, a Districting Commission shall be appointed. Each member of the Board of Commissioners shall appoint one (1) member. A member of the Board of Commissioners shall not serve on the Districting Commission. The central committee of each major political party, as such party is defined by state law, shall each appoint one (1) member to the Districting Commission."
2. A press release was issued on December 3, 2020 to the Sequim Gazette, Forks Forum, and the Peninsula Daily News; and radio stations KONP and KSQM to solicit applications from interested citizens.
3. A notice to the public was issued on December 8, 2020 to be published in the Sequim Gazette, Forks Forum, and the Peninsula Daily News to solicit applications from interested citizens.
4. On December 3, 2020 emails were sent to the Clallam County Democratic Party and the Clallam County Republican Party to invite them to join the BOCC work session on December 7, 2020 to discuss the application process and make a recommendation to the Districting Commission no later than December 31, 2020.
5. A work session was held January 11, 2021 to discuss Commissioner appointments to the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. _____ is appointed as the District I member.
2. _____ is appointed as the District II member.
3. _____ is appointed as the District III member.
4. Beverly Hetrick-Oosterveld is appointed as the Clallam County Democratic Party member.
5. James F. McEntire, Jr. is appointed as the Clallam County Republican Party member.
6. The Districting Commission will serve as established in applicable state and local legislation.

PASSED AND ADOPTED this eighteenth of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

File: A22.156
Clerk



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

42
12/18/20

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
E-mail: commissioners@co.clallam.wa.us

Rich Sill, County Administrator

NOTICE

CLALLAM COUNTY SEEKS APPLICATIONS FOR MEMBERS TO THE CLALLAM COUNTY DISTRICTING COMMISSION

The Board of Clallam County Commissioners announces it is seeking applications from interested citizens for appointment to the Clallam County Districting Commission.

The Clallam County Charter, Section 7.40, provides that, "By January 31st of each tenth (10th) year thereafter, a Districting Commission shall be appointed. Each member of the Board of Commissioners shall appoint one (1) member. . . The central committee of each major political party, as such party is defined by state law, shall each appoint one (1) member to the Districting Commission."

Members of the Districting Commission serve without compensation but will be reimbursed for expenses. The Districting Commission will meet within 15 days after appointment to develop procedures for employment of a Districting Master to draw a districting plan.

Appointments will be made as follows: District 1 (Sequim), District 2 (Port Angeles), District 3 (West End), Democratic Party, and Republican Party.

Interested citizens are invited to complete a Board and Committee application available online at: <http://www.clallam.net/boards/index.html>. Applications may also be obtained by calling or emailing the Board of Commissioners' Office at 360.417.2233 or agores@co.clallam.wa.us

Questions can be directed to the Board of Commissioners' Office at 360.417.2233 or agores@co.clallam.wa.us

Deadline: Applications are due no later than Thursday, December 31, 2020 at 4:30 p.m.
Completed applications can be mailed or delivered to the Clallam County Human Resources Department at 223 East 4th Street, Ste. 16, Port Angeles, WA 98362-3015.
Applications delivered to other offices or received late will not be considered nor will ones received by facsimile or e-mail.

Publish: December 10, 13 and 18 – PDN
December 16 – Sequim Gazette
December 17 – Forks Forum

Loni Gores, CMC, Clerk of the Board

Bill: Board of Commissioners Office



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
E-mail: commissioners@co.clallam.wa.us

Rich Sill, County Administrator

December 3, 2020

PRESS RELEASE **For Immediate Release**

CLALLAM COUNTY SEEKS APPLICATIONS FOR MEMBERS TO THE CLALLAM COUNTY DISTRICTING COMMISSION

December 3, 2020, Port Angeles, Washington – The Board of Clallam County Commissioners announces it is seeking applications from interested citizens for appointment to the Clallam County Districting Commission.

The Clallam County Charter, Section 7.40, provides that, "By January 31st of each tenth (10th) year thereafter, a Districting Commission shall be appointed. Each member of the Board of Commissioners shall appoint one (1) member. . . The central committee of each major political party, as such party is defined by state law, shall each appoint one (1) member to the Districting Commission."

Members of the Districting Commission serve without compensation but will be reimbursed for expenses. The Districting Commission will meet within 15 days after appointment to develop procedures for employment of a Districting Master to draw a districting plan.

Appointments will be made as follows: District 1 (Sequim), District 2 (Port Angeles), District 3 (West End), Democratic Party, and Republican Party.

Interested citizens are invited to complete a Board and Committee application available online at: <http://www.clallam.net/boards/index.html>. Applications may also be obtained by calling or emailing the Board of Commissioners' Office at 360.417.2233 or agores@co.clallam.wa.us

Questions can be directed to the Board of Commissioners' Office at 360.417.2233 or agores@co.clallam.wa.us

Deadline: Applications are due no later than Thursday, December 31, 2020 at 4:30 p.m.
Completed applications can be mailed or delivered to the Clallam County Human Resources Department at 223 East 4th Street, Ste. 16, Port Angeles, WA 98362-3015. Applications delivered to other offices or received late will not be considered nor will ones received by facsimile or e-mail.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

8
1/11/21

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 1/11/2021

REGULAR AGENDA ☒ **Meeting Date:** 1/19/2021

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

- | | | |
|--|---|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU** | Contract # |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |
- Documents exempt from public disclosure attached: ☐

Executive Summary:

This resolution approves the creation of the new Bullman Beach Water System fund (43401). The County was assigned receivership of the Bullman Beach Water System in late 2020 and will be receiving funds from the Bullman Beach Water Association, as well as, user fees to be deposited into this new fund. Costs are expected to be incurred in the County's operation and system re-design/engineering assessment efforts.

Budgetary Impact:(Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget Action is required, has it been submitted and a copy attached?** ☐

Budget changes will be processed in January, 2021.

Recommended Action:(Does the Board need to act? If so, what is the department's recommendation?)

Please review and approve.

County Official signature & print name: Debi Cook

A green ink signature of Debi Cook.

Name of Employee attending meeting: Debi Cook, Mark Lane

Relevant Departments: BOCC, Finance, Public Works

Date Submitted: 1/04/2021

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Sum - Res Bullman Beach 12-31-2020.docx

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



RESOLUTION _____, 2021

CREATING NEW BULLMAN BEACH WATER SYSTEM FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County was assigned receivership of the Bullman Beach Water System on October 9, 2020 pursuant to Clallam County Superior Court order No. 20-2-00338-05.
2. The County will be receiving funds from the Bullman Beach Water Association and water system user fees to be deposited into this new dedicated fund, as well as funds to be provided by the County's General Fund to fund costs expected to be incurred in the County's operation and system re-design/engineering assessment efforts relating to the water system.
3. Creation of this new fund allows for all of the County's Bullman Beach Water System accounting requirements to transfer to the County while in its receivership.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. Bullman Beach Water System (43401.611), an Enterprise Fund, is now established.

PASSED AND ADOPTED this _____ day of January, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

9
1/11/21
4a

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/11/21

REGULAR AGENDA ☒ Meeting Date: 1/12/21

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on January 26, 2021
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Public Works - Bullman Beach Water System – \$44,520
Superior Court - \$35,061
Sheriff – Operations - \$54,501
Sheriff – Emergency Services – \$14,280
Juvenile Services – \$14,564

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve the attached notice of supplemental appropriations.

County Official signature & print name: Morgann Halencak

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: January 6, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on January 26, 2021 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Public Works - Bullman Beach Water System – Additional funding from the Bullman Beach Water Association and projected water system user fee revenues/\$44,520

Superior Court - Salish Behavioral Health Organization contract renewal for Criminal Justice Treatment Account funds for the betterment of therapeutic courts/\$35,061

Sheriff – Operations - Additional funding from FY20 Department of Justice Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program Grant for reimbursement of equipment and personal protective equipment costs associated with COVID-19 and other coronavirus events/\$54, 501

Sheriff – Emergency Services – Additional funding from FY20 Washington State Military Department Supplemental Funding for reimbursement of equipment and printing costs associated with COVID-19/\$14,280

Juvenile Services – Additional funding from VOCA to recruit, support and train Child Advocates/Guardian Ad Litem/\$14,564

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: 12 January 2021

Mark Ozias, Chair

Publish: January 17 and 24
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- X ✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	43401.611 ✓	Budget Name	PW- Bullman Beach Water System
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	Bullman Beach Water System ✓	36991.00.0010 ✓	Miscellaneous Revenue	44,520
Total				44,520 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	Bullman Beach Water System ✓	50800.00.0000	Ending Fund Balance	44,520
Total				44,520 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding consists of an estimated \$30,000 to be transferred into this fund from the Bullman Beach Water Association, and \$14,520 of projected water system user fee revenues.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

CLALLAM COUNTY BUDGET CHANGE FORM

1/26/2021



Date Submitted: 1/04/21 Budget Hearing/Meeting Date:

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.861 ✓	Budget Name	Superior Court ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	33700.00.0040 ✓	SBHO Criminal Justice Treatment Account (CJTA)	\$35,061.00
Total				\$35,061.00 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	56692.49.0083 ✓	Recovery Support Services	\$32,561.00
00100.861 ✓	Superior Court ✓	56692.35.5500 ✓	Information Technology Equipment	\$2,500.00
Total				\$35,061.00 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Superior Court has entered into a contract renewal with the Salish Behavioral Health Organization for Criminal Justice Treatment Account (CJTA) funds set aside by the State of Washington for the betterment of therapeutic courts. This contract renewal period is from January 1, 2021, through December 31, 2021, in the total amount of \$196,106.00 to be split between (5) entities with the agreement that \$20,800.00 will be set aside for in-jail service leaving a balance of \$175,306.00 to be distributed equally to each of the (5) entities in the amount of \$35,061.00 each. The County approved this contract on 12/01/20 and we are asking that these funds be entered into our 2021 Budget for use.

 County Official Approval: [Signature]
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

 [Signature]
 6



1/5/2021

Budget Hearing/Meeting Date: 01/26/2021 ¹...²...³...A...

- | | | | |
|---------------------------------|------------|--------------------|----------------------|
| Budget Number xxxxx.xxx. | 00100.811✓ | Budget Name | Sheriff - Operations |
|---------------------------------|------------|--------------------|----------------------|

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Operations	33116.03.4000 ✓	COVID Emergency Supplemental Funding Grant	\$ 54,501
				\$ 54,501

[illegible]

Receipt of Department of Justice Bureau of Justice Assistance FY20 Coronavirus Emergency Supplemental Funding Program Grant #2020-VD-BX-1581 awarded in FY2020 for reimbursement of equipment and personal protective equipment costs associated with law enforcement response to the COVID19 and other coronavirus events. \$37,811 is the remainder of the funding that was not spent in FY2020. \$16,690 was spent but not reimbursed until FY2021.

7

Budget Hearing/Meeting Date: 01/26/2021

Sheriff – Emergency Services

Revised: J:\SDATA\BUDGETS_2021\Budget Changes\817 EMPG COVID19 012621.docx

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. COMMISSION

JAN 05 2021



Date Submitted: 01/05/2021 ✓ Budget Hearing/Meeting Date: 01/26/2021 ✓

1...2...3...A...

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	C0100.851 ✓	Budget Name	Juvenile Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851 ✓	Juvenile Services ✓	33316.57.5010 ✓	Crime Victim Advocacy Pass Thru	14,564
Total				14,564 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.851 ✓	Juvenile Services ✓	52760.41.4410 ✓	Advertising	6,112
00100.293. ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	8,452
Total				14,564 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The VOCA grant funds will be used to recruit, support and train Child Advocates/Guardian Ad Litem.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

John Jacobson

[Signature]



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

10
✓ 1/11/21
4b

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/11/21

REGULAR AGENDA ☒ Meeting Date: 1/12/21

Required originals approved and attached? ☐

Will be provided on:

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on January 26, 2021

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

General Funds Reserve - \$75,000

Public Works – Bullman Beach Water System - \$75,000

Park & Facilities – REET - \$70,000

Public Works – Clallam Bay/Seki Sewer - \$70,000

Sheriff – Jail Medical – \$19,219

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve the attached notice of debatable emergencies.

County Official signature & print name: Morgann Halencak

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: January 6, 2021

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Budget Debatables 01-12-21
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2021

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

General Funds Reserve – Funding for Bullman Beach Water System operating, maintenance, administration and pre-engineering assessment costs /\$75,000

Public Works - Bullman Beach Water System - Funding for Bullman Beach Water System operating, maintenance, administration and pre-engineering assessment costs /\$75,000

Park & Facilities – REET – Funding for the emergency repair of a failed pump at the Sekiu Pump Station /\$70,000

Public Works – Clallam Bay/Sekiu Sewer - Funding for the emergency repair of a failed pump at the Sekiu Pump Station /\$70,000

Sheriff – Jail Medical – Funding for Inmate Health Care Services for FY2021/\$19,219

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. A public hearing on the debatable emergencies listed above will be held January 26, 2021 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 12th day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: January 17, 2021

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.293 ✓	Budget Name	General Funds Reserve ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000	Ending Fund Balance	75,000
Total				75,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	59790.00.0000 ✓	Transfer to Bullman Beach	75,000
Total				75,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from General Fund Reserves to Bullman Beach Water System fund that the County was assigned receivership for in late 2020. The amount represents the initial placeholder funding to support the preliminary estimated operating, maintenance, administration and pre-engineering assessment costs of the fund. This funding does NOT include funding for the cost of the water system capital replacement costs to be incurred, which will be determined at a later date once an engineering assessment is completed and the proposed solution is determined. (1 of 2)

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	43401.611 ✓	Budget Name	PW - Bullman Beach Water System ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	Bullman Beach Water System ✓	39790.00.0000 ✓	Transfer from General Fund Reserves	75,000
Total				75,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	Bullman Beach Water System ✓	53450.49.0090 ✓	Miscellaneous	75,000
Total				75,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from General Fund Reserves to Bullman Beach Water System fund that the County was assigned receivership for in late 2020. The amount represents the initial placeholder funding to support the preliminary estimated operating, maintenance, administration and pre-engineering assessment costs of the fund. This funding does NOT include funding for the cost of the water system capital replacement costs to be incurred, which will be determined at a later date once an engineering assessment is completed and the proposed solution is determined. (2 of 2)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature in black ink, appearing to be "J. Cool".

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	30101.911 ✓	Budget Name	Parks & Facilities - REET ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks & Facilities - REET ✓	50800.00.0000	Ending Fund Balance	70,000
Total				70,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 ✓	Parks & Facilities - REET ✓	59735.00.0070 ✓	Transfer to Clallam Bay/Seki Sewer	70,000
Total				70,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Seki Sewer for an emergency repair of a failed pump at the Seki Pump Station. (1 of 2)

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/04/2021 ✓

Budget Hearing/Meeting Date: 1/26/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	41401.611 ✓	Budget Name	PW – Clallam Bay/Seki Sewer ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay/Seki Sewer ✓	39735.00.0070 ✓	Transfer from REET 1	70,000
Total				70,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
41401.611 ✓	PW – Clallam Bay/Seki Sewer ✓	59430.41.7777 ✓	PW Other Services and Charges	70,000
Total				70,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Transfer of funding from Parks & Facilities REET 1 to Clallam Bay/Seki Sewer for an emergency repair of a failed pump at the Sekiu Pump Station. (2 of 2)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signatures]

CLALLAM COUNTY BUDGET CHANGE FORM

JAN 0 2021

1/5/2021

Date Submitted: 01/06/2021

Budget Hearing/Meeting Date: 01/26/2021 ✓



- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or revisions within departments
- **Reduction of Budget** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx	00100.816 ✓	Budget Name	Sheriff's Jail Medical ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending fund Balance	\$ 19,219
Total				\$ 19,219 ✓

EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816 ✓	Sheriff's Jail Medical	52360.41.0020 ✓	Professional Services	\$ 19,219
Total				\$ 19,219 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Amendment #10 to the Correctional Healthcare Services Agreement for Inmate Health Care Services was signed by the Board of County Commissioners on 12/08/20. This budget action provides the appropriate amount of funding to pay the contracted costs in FY2021.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Handwritten signatures and initials, including a large signature and the number "10" at the bottom right.



WORK SESSION

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street, Room 160
Port Angeles, Washington
January 11, 2021

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting by phone call 408-419-1715 and use Meeting ID: 875 561 784.

If you would like to participate via video conference, visit www.bluejeans.com and join the Work Session with Meeting ID: 875 561 784.

No in-person attendance will be allowed until Governor's Proclamation is lifted.

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

Administration – 9 a.m.

- 1 Calendar/Correspondence
- 2 Agreement with Canyon City Solutions Software for True Star Behavioral Health Services clinical documentation and billing

Public Works

- 3 Resolution initiating a County Rod Project designated as CRP C1255, Traffic Control Devices (5a)*
- 4 Letter designating applicant agent and letter of support for the Dungeness Off-Channel Reservoir project (5b)*

Community Development

- 5 Indemnification of lost original note and/or deed of trust and request for full reconveyance

Board of Commissioners

- 6 Resolution appointing Philip Giuntoli to the Planning Commission
- 7 Discussion and resolution appointing members to the Clallam County Districting Commission

Budget

- 8 Resolution creating a new Bullman Beach Water System Fund
- 9 Discussion of proposed supplemental appropriations to be considered on January 26 (4a)*
- 10 Discussion of proposed budget emergencies to be considered on January 26 (4b)*

Continued Work Session - 1 p.m.

- 11 Discussion and next steps on Conservation Futures

General Discussion/Items for Future Agendas

- NODC update (January 25)
- Wake Boat Discussion (January 25 at 10 a.m.)
- CRC recommendation discussion (March 15)
- Noise Ordinance (TBD)

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110.

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

11
cont-ws
y/11/21
@1pm

Department: BOCC

CONTINUED WORK SESSION

☒ Meeting Date: 1/11/21 – 1 p.m.

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Discussion and steps |

Documents exempt from public disclosure attached: ☐

Executive summary:

In 2019 the Commissioners established a Conservation Futures Fund for Clallam County. Clallam County Code 5.45.050 outlines the establishment of a Conservation Futures Program Advisory Board as follows:

5.45.050 Establishment of a Conservation Futures Program Advisory Board.

Effective January 1, 2020, the Board of County Commissioners shall appoint a Conservation Futures Program Advisory Board to implement the provisions of this chapter. The Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded. The Advisory Board shall also make annual or more frequent recommendations to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program. All recommendations of the Program Advisory Board shall be forwarded to the Board of County Commissioners for final action.

The Advisory Board shall consist of five voting members, with one voting member from each of the respective County Commissioner Districts and two at-large members, with expertise and experience in the areas of farming and agriculture, family forestry, or natural resource conservation. Nonvoting ex officio members include the North Olympic Land Trust Director or designee, the Clallam Conservation District Director or designee, the Clallam County Habitat Biologist or designee, the WSU Extension Agent, and representatives from one or more tribal governments. Terms of the Advisory Board members shall be limited to four years. Initial terms shall be staggered so that no more than 33 percent of the board members' terms shall expire in any year.

The purpose of today's discussion will be to establish a process and a timeline for identifying members and formally establishing the Advisory Board.

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None at this time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The purpose of today's discussion will be to establish a process and a timeline for identifying members and formally establishing the Advisory Board.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners, North Olympic Land Trust, Clallam Conservation District, Clallam County Habitat Biologist, WSU Extension Agent, Tribal Representatives, Finance Department, Department of Community Development

Relevant Departments: Board of Commissioners, Finance Department, WSU Extension, Department of Community Development

Date submitted: December 23, 2020

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

CLALLAM COUNTY CONSERVATION FUTURES FUND--19910 SUMMARY FINANCIAL STATUS AS OF 12/31/2020 & BUDGET FOR 2021
--

	<u>2020 Actuals</u>	<u>2021 Budget</u>
REVENUES		
Real and Personal Property Taxes**	\$ 266,916	\$ 278,000
Leasehold Excise Tax	\$ 1,638	\$ -
DNR Timber Trust 2	\$ 8	\$ -
Housing Authority PILT	\$ 8	\$ -
Investment Interest	\$ 339	\$ -
DNR Other than Timber	\$ 1,158	\$ -
Sale of County Timber	\$ 16,582	\$ -
TOTAL REVENUE	\$ 286,650	\$ 278,000
TOTAL EXPENDITURES	\$ -	\$ -
OPERATING SURPLUS/(DEFICIT)	\$ 286,650	\$ 278,000
BEGINNING FUND BALANCE	\$ -	\$ 286,650
OPERATING SURPLUS/(DEFICIT)	\$ 286,650	\$ 278,000
ENDING FUND BALANCE	\$ 286,650	\$ 564,650

**Based on Levy Rates of \$.0273752777 for 2020 and \$.025619972587 estimated for 2021 per \$1,000 of assessed value)

CLALLAM COUNTY

BACKGROUND--RCW GOVERNING CREATION OF A CONSERVATION FUTURES FUNDS

Conservation futures are a useful tool for counties to preserve lands of public interest for future generations. ... (1) Any board of county commissioners may establish by resolution a special fund which may be termed a conservation futures fund to which it may credit all taxes levied pursuant to RCW 84.34.230.

RCW 84.34.240

Acquisition of open space, etc., land or rights to future development by certain entities—Conservation futures fund—Additional requirements, authority.

Conservation futures are a useful tool for counties to preserve lands of public interest for future generations. Counties are encouraged to use some conservation futures as one tool for salmon preservation purposes.

(1) Any board of county commissioners may establish by resolution a special fund which may be termed a conservation futures fund to which it may credit all taxes levied pursuant to RCW 84.34.230. Amounts placed in this fund may be used for the purpose of acquiring rights and interests in real property pursuant to the terms of RCW 84.34.210 and 84.34.220, and for the maintenance and operation of any property acquired with these funds.

(2)(a) Generally, the amount of revenue used for maintenance and operations of real property, the rights or interests of which were acquired pursuant to the terms of RCW 84.34.210 and 84.34.220, may not exceed fifteen percent of the total amount collected from the tax levied under RCW 84.34.230 in the preceding calendar year. Revenues from this tax may not be used to supplant existing maintenance and operation funding.

(b) A county may use up to twenty-five percent of the total amount for maintenance and operations of real property, the rights and interests of which were acquired pursuant to the terms of RCW 84.34.210 and 84.34.220, which may not be used to supplant existing maintenance and operation funding, if the county has:

- (i) Acquired rights and interests in four hundred or more acres of real property under RCW 84.34.210 and 84.34.220; and
- (ii) Collected a conservation futures levy for twenty or more years.

(3) Any rights or interests in real property acquired under this section must be located within the assessing county. The county must determine if the rights or interests in real property acquired with these funds would reduce the capacity of land suitable for development necessary to accommodate the allocated housing and employment growth, as adopted in the countywide planning policies. When actions are taken that reduce capacity to accommodate planned growth, the jurisdiction must adopt reasonable measures to increase the capacity lost by such actions.

(4) In counties greater than one hundred thousand in population, the board of county commissioners or county legislative authority shall develop a process to help ensure distribution of the tax levied under RCW 84.34.230, over time, throughout the county.

(5)(a) Between July 24, 2005, and July 1, 2008, the county legislative authority of a county with a population density of fewer than four persons per square mile may enact an ordinance offering a ballot proposal to the people of the county to determine whether or not the county legislative authority may make a one-time emergency reallocation of unspent conservation futures funds to pay for other county government purposes, where such conservation futures funds were originally levied under RCW 84.34.230 but never spent to acquire rights and interests in real property.

(b) Upon adoption by the county legislative authority of a ballot proposal ordinance under (a) of this subsection the county auditor shall: (i) Confer with the county legislative authority and review any proposal to the people as to form and style; (ii) give the ballot proposal a number, which thereafter must be the identifying number for the proposal; (iii) transmit a copy of the proposal to the prosecuting attorney; and (iv) submit the proposal to the people at the next general or special election that is not less than ninety days after the adoption of the ordinance by the county legislative authority.

(c) The county prosecuting attorney must within fifteen working days of receipt of the proposal compose a concise statement, posed as a positive question, not to exceed twenty-five words, which shall express and give a true and impartial statement of the proposal. Such concise statement must be the ballot title.

(d) If the measure is affirmed by a majority voting on the issue it shall become effective ten days after the results of the election are certified.

(6) Nothing in this section may be construed as limiting in any manner methods and funds otherwise available to a county for financing the acquisition of such rights and interests in real property.

Chapter 5.45 CONSERVATION FUTURES FUND

Sections:

5.45.010 Purpose.

5.45.020 Property tax levy imposed.

5.45.030 Fund established.

5.45.040 Use of fund.

5.45.050 Establishment of a Conservation Futures Program Advisory Board.**5.45.060 Review of tax and funding priorities required.****5.45.070 Severability.**

SOURCE: ADOPTED:

Ord. 958 11/26/19

5.45.010 Purpose.

It is hereby declared to be in the public interest and to be a County purpose to adopt and impose a property tax levy as authorized by RCW 84.34.230 and to create a special fund to which all such levy proceeds shall be credited. The purpose of the fund created is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the County and its citizens.

5.45.020 Property tax levy imposed.

Pursuant to RCW 84.34.230, there is hereby imposed a property tax levy to be applied against all taxable property within Clallam County. The levy shall be applied at a rate of two and three-quarter cents per \$1,000 of assessed valuation.

5.45.030 Fund established.

A special fund is hereby established, as provided for under RCW 84.34.230, which shall be known as the conservation futures fund and to which will be credited all taxed levied under this chapter.

5.45.040 Use of fund.

Amounts placed in the conservation futures fund shall be used to acquire rights and interests in farm and agricultural land, open space land, timberland, and public access to water on a voluntary basis, as established in Chapter 84.34 RCW and for the maintenance and operation of any property acquired with these funds. The purpose is to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the property for public use or enjoyment. Included are debt issuances and debt service costs related to bond monies and repayment in instances where bonds are issued to further these purposes. Until withdrawn for such use, the monies accumulated in the fund may be invested in interest-

bearing securities. It shall be the joint responsibility of the Clallam County Treasurer and the County Auditor to account for all aspects of this fund. Any money remaining in the fund upon fund closure shall be transferred as directed by the Board of County Commissioners.

5.45.050 Establishment of a Conservation Futures Program Advisory Board.

Effective January 1, 2020, the Board of County Commissioners shall appoint a Conservation Futures Program Advisory Board to implement the provisions of this chapter. The Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded. The Advisory Board shall also make annual or more frequent recommendations to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program. All recommendations of the Program Advisory Board shall be forwarded to the Board of County Commissioners for final action.

The Advisory Board shall consist of five voting members, with one voting member from each of the respective County Commissioner Districts and two at-large members, with expertise and experience in the areas of farming and agriculture, family forestry, or natural resource conservation. Nonvoting ex officio members include the North Olympic Land Trust Director or designee, the Clallam Conservation District Director or designee, the Clallam County Habitat Biologist or designee, the WSU Extension Agent, and representatives from one or more tribal governments. Terms of the Advisory Board members shall be limited to four years. Initial terms shall be staggered so that no more than 33 percent of the board members' terms shall expire in any year.

5.45.060 Review of tax and funding priorities required.

All monies collected during the initial 10-year period shall be expended for the conservation of farm and agricultural land.

No later than December 31, 2030, and every 10 years thereafter, the Board of County Commissioners shall hold a public hearing to consider public input regarding the continued need for the tax collected pursuant to RCW 84.34.230. The Advisory Board shall submit a report to the Board of Commissioners, which includes an accounting of all funds collected and expended as well as recommendations for future funding priorities. After the public hearing, the Board of Commissioners shall determine whether to continue collecting the tax, whether to change the rate of the tax, or whether to repeal the tax. The Board of

Commissioners will also set funding priorities. The Board of Commissioners shall consider, among other things, whether there is a continued need for funding, whether alternative funding sources exist and are adequate, and the success of past projects.

Any changes to this chapter must be made pursuant to the process set forth in the Clallam County Home Rule Charter.

5.45.070 Severability.

If any provision of this chapter, or its application to any person or circumstance, is held invalid, the remainder of the chapter, or the application of the provision to other persons or circumstances, is not affected.

The Clallam County Code is current through Ordinance 969, passed November 10, 2020.

Disclaimer: The Commissioner's Office has the official version of the Clallam County Code. Users should contact the Commissioner's Office for ordinances passed subsequent to the ordinance cited above.

County Website: <http://www.clallam.net/>

County Telephone: (360) 417-2256

Code Publishing Company



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
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360.417.2233 Fax: 360.417.2493
E-mail: commissioners@co.clallam.wa.us

Rich Sill, County Administrator

File: A22.26

PRESS RELEASE **For Immediate Release**

CLALLAM COUNTY SEEKS VOLUNTEERS FOR CONSERVATION FUTURES PROGRAM ADVISORY BOARD

December 23, 2020 - Port Angeles, Washington – The Board of Clallam County Commissioners announces openings for the Conservation Futures Program Advisory Board.

CONSERVATION FUTURES (5)

Effective January 1, 2021, the Board of County Commissioners shall appoint a Conservation Futures Program Advisory Board to implement the provisions of this chapter. The Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded. The Advisory Board shall also make annual or more frequent recommendations to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program. All recommendations of the Program Advisory Board shall be forwarded to the Board of County Commissioners for final action.

The Advisory Board shall consist of five voting members, with one voting member from each of the respective County Commissioner Districts and two at-large members, with expertise and experience in the areas of farming and agriculture, family forestry, or natural resource conservation. Terms of the Advisory Board members shall be limited to four years.

How to Apply

Interested citizens are invited to contact the Clallam County Commissioners' Office at (360) 417-2233, visit their office in the Clallam County Courthouse, 223 East 4th Street, Suite 4, Port Angeles, or obtain the application online at:

<http://websrv7.clallam.net/forms/uploads/BCGMembershipApplication.pdf>

Applications must be received by close of business Friday, January 22, 2021.

CLALLAM COUNTY

Conservation Futures Program Advisory Board

Bylaws-proposed

Article I-Object

These Bylaws are promulgated and enacted by the Conservation Futures Program Advisory Board (or "CFPAB") for the governance of the CFPAB.

Article II-Precedence

These Bylaws have been generated and approved in accordance with RCW 84.34.230 and Chapter 5.45 of the Clallam County Code. To the extent any text of these Bylaws is determined to be in conflict with either the state law or the County Code the text of the state law and/or County Code will be controlling. These Bylaws also expressly recognize that state law and County Code may, in the future, be the subject of amendment. Those amended state laws and/or County Code will also be controlling.

Article III-Membership and Terms

- A. The CFPAB shall have as many "voting members" as are listed in County Code §5.45.050.
- B. "Voting members" shall be appointed to terms of differing lengths in order to stagger the occasions when the position becomes vacant.
- C. There shall initially be appointed five (5) "voting members," and each such member shall be given a Position number, 1-5
 - a. The appointee holding Position Number 1 will have a term ending December 31, 2024
 - b. The appointees holding Positions Number 2 and 3 will have a term ending December 31, 2023
 - c. The appointees holding Position Number 4 and 5 will have a term ending December 31, 2022
 - d. The term of any person appointed to fill a mid-term vacancy will end upon the date chosen for the normal expiration of that term and the person so appointed mid-term shall be eligible for re-appointment to a full term.
- D. The appointment of "members" to the CFPAB will occur in accordance with County Code §5.45.050.
- E. There shall be "ex officio" (non-voting) "members" of the CFPAB as described in County Code §5.45.050.
- F. A full term shall be four (4) years in length and no longer.

- G. Clallam County will appoint one person from the Commissioners' Office to serve as the Administrative Assistant for the CFPAB.
- H. An attorney from the Prosecuting Attorney's Office will provide legal advice and consultation to the CFPAB in its role as an advisory Board to the County Commission BUT not to individual CFPAB members.

Article IV- Purpose of Conservation Futures Program

Amounts placed in the conservation futures fund shall be used to acquire rights and interests in farm and agricultural land, open space land, timberland, and public access to water on a voluntary basis, as established in Chapter 84.34 RCW and for the maintenance and operation of any property acquired with these funds. The purpose is to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the property for public use or enjoyment. Included are debt issuances and debt service costs related to bond monies and repayment in instances where bonds are issued to further these purposes.

And the amount of revenue used for maintenance and operations of real property, the rights or interests of which were acquired pursuant to the terms of RCW 84.34.210 and 84.34.220, i.e., Conservation Futures Funding, may not exceed fifteen percent of the total amount collected from the tax levied under RCW 84.34.230 in the preceding calendar year. Revenues from this tax may not be used to supplant existing maintenance and operation funding.

All monies collected during the initial 10-year period shall be expended for the conservation of farm and agricultural land.

Article V-Duties of the CFPAB

The CFPAB shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded.

The CFPAB shall also make annual or more frequent recommendations to the Board of County Commissioners for projects to be funded as part of the conservation futures program.

The CFPAB shall develop strategic, long-term plans for the program.

Article VI-Meetings

- A. Regular meetings of the CFPAB shall be held on dates established at the first meeting of the CFPAB and shall be noticed and conducted in a manner consistent with Ch. 42.30 RCW, the Open Public Meetings Act.

- B. At the first meeting of the CFPAB, the "members" shall elect from among the "voting members" a chairperson to run the meetings and organize, with the assistance of the CFPAB's Administrative Assistant, the agenda for the meetings.
- C. Special meetings of the CFPAB may be called by the Chair of the CFPAB and shall be noticed and conducted in a manner consistent with Ch. 42.30 RCW, the Open Public Meetings Act.
- D. The CFPAB meetings and meetings of a CFPAB committee shall be open to the public and members of the media and shall occur in a location that is handicapped accessible.
- E. Public input at CFPAB meetings and committee meetings shall be limited to that time on the meeting agenda set aside for public input.
- F. Unless otherwise established by the Chair of the CFPAB, public input (oral testimony) will be limited to three minutes per speaker until such time as all persons wishing to speak have spoken or waived their right to speak, at which time a prior speaker may again speak for not more than two minutes.
- G. CFPAB members must attend all CFPAB meetings remotely until such time as the Governor's Proclamation of March 2019 and all related subsequent gubernatorial Proclamations are rescinded, lifted and/or nullified.
- H. An attendance record of all CFPAB meetings and committee meetings shall be kept.

Article VII- Agenda format

While the Chair has full discretion to establish the agenda for any and all CFPAB meetings, the following "Order of Business" is offered as a default or template agenda format for possible use:

- Open the meeting at the time set
- Pledge of allegiance
- Roll call
- Approval of minutes from prior meeting
- Adoption of agenda
- Review correspondence or communications received by CFPAB
- Unfinished business
- New business
- Public comment
- Announce date for next meeting
- Adjourn

Article VIII-Quorum

- A. Except as otherwise specifically provided in these Bylaws, the attendance (either in person or electronically) of four (4) "voting members" of the CFPAB at the CFPAB meeting shall constitute a quorum for the transaction of business.

Article IX-Voting

- A. A majority vote of the CFPAB members present and forming a quorum shall be sufficient for adoption of any motion, including recommendations to the County Commission.
- B. There shall be no secret ballots.

Article X-Adoption by the CFPAB of amendments

- A. At any meeting of the CFPAB where a quorum (as defined in Article VIII above) is present the CFPAB may, by a majority affirmative vote, change these Bylaws.
- B. At any meeting of the CFPAB where a quorum (as defined in Article VIII above) is present the CFPAB may, by a majority affirmative vote, change the criteria by which it ranks and evaluates candidates seeking funds from the Conservation Futures Program. However, such changes in the criteria are only recommendations and do not amend the criteria unless the amendment or revision is also approved by the County Commission.
- C. Any amendment suggested pursuant to Sections A and B of this Article must be on the Agenda of one CFPAB meeting and may not be approved or rejected until the next "regular" meeting of the CFPAB in order to provide time for review and consideration of the proposed amendment.

Article XI: Public Hearings

- A. The CFPAB has authority to hold such public hearings as it deems necessary at a time, date and place chosen by the Chair and arranged by the Administrative Assistant.
- B. Such hearings shall be noticed and held in compliance with the Open Public Meetings Act.
- C. If such public hearings are to be held, the CFPAB is encouraged to hold them in diverse locations reflecting the population of the county resides in the western, central and eastern regions of this County.

Article XII Vacancies

Any vacancies in the CFPAB shall be filled by the decision of the County Commission as decided in a public meeting. If needed, and if applicable, the County Commission may

enter into Executive Session pursuant to RCW 42.30.110(1) in order to complete the work of declaring the existence of a vacancy or filling a vacancy.

Article XIII Separate Rules document

Upon motion, and with 3 or more affirmative votes, the CFPAB may propose and adopt a separate document to be known as the "Rules." If such a document is adopted, and a conflict arises between these Bylaws and the 2020 Rules, the text of the Bylaws shall prevail.

Adopted by the Conservation Futures Program Advisory
Board this _____ day of _____, 2021
Signed by the Chair below:

End of document



SPECIAL MEETING NOTICE CLALLAM COUNTY BOARD OF COMMISSIONERS

Pursuant to RCW 42.30.080, an Executive Session will be held from 3:30 p.m., Monday, January 11, 2021 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings. The Board of Commissioners also strongly encourages public comments to be submitted in writing if possible.

If you would like to participate in the meeting by phone call 408-419-1715 and use Meeting ID: 875 561 784

If you would like to participate via video conference, visit www.bluejeans.com and join the Regular Meeting with Meeting ID: 875 561 784.

No in-person attendance will be allowed until Governor's Proclamation is lifted.

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

This Executive Session is necessary to discuss a possible next step regarding the unlawful solid waste dump known as Midway Metals. Solid waste continues to accumulate there and neighboring citizens are requesting the County act to stop the illegal dumping.

This Executive Session is authorized by RCW 42.30.110(1)(i), which authorizes the BoCC to enter into Executive Session "to discuss with legal counsel representing the agency... potential litigation to which the agency...is, or is likely to become a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence for the County."

Following conclusion of the executive session, the Board of County Commissioners will reconvene in open session and take action, if any, on the record.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Prosecuting Attorney, Community Development, CCSO

Executive Session ☒ **Meeting Date:** January 11, 2021, 3:30 p.m.

SPECIAL MEETING ☐ **Meeting Date:**

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other - Executive Session |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Executive Session is necessary to discuss a possible next step regarding the unlawful solid waste dump known as Midway Metals. Solid waste continues to accumulate there and neighboring citizens are requesting the County act to stop the illegal dumping.

This Executive Session is authorized by RCW 42.30.110(1)(i), which authorizes the BoCC to enter into Executive Session "to discuss with legal counsel representing the agency... potential litigation to which the agency...is, or is likely to become a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence for the County."

Budgetary impact: None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

After the Executive Session, authorize sending the "Cease and Desist" letter and any other action steps the BoCC might approve during the open session.

County Official signature & print name: _____ David Alvarez

Name of Employee/Stakeholder attending meeting: Nichols, Winborn, Benedict, Harvey, LoPiccolo, Garcelon

Relevant Departments: BOCC, Sheriff's Office Prosecuting Attorney's Office, Department of Community Development, Environmental Health,

Date submitted: January 7, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)