



# **AGENDA**

## **BOARD OF CLALLAM COUNTY COMMISSIONERS**

223 East 4th Street Room 160  
Port Angeles, Washington  
Tuesday, December 12, 2023 – 10:00 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or [Loni.Gores@clallamcountywa.gov](mailto:Loni.Gores@clallamcountywa.gov)

### **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

### **REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA**

Modification - Add item 1c and additional document to H1 

**PUBLIC COMMENT ? Please limit comments to three minutes (10 minutes total)**

**CONSENT AGENDA ? Any Commissioner may remove items for discussion**

1a. Approval of vouchers for the week of December 4

Approval of vouchers 

1b. Approval of minutes for the week of December 4

Approval of minutes 

1c. Letter to the District and Municipal Court Judges' Association Council of Independent Courts

Letter 

### **REPORTS AND PRESENTATIONS**

**\* Recognizing Toni Goralski for over 24 years of service to Clallam County**

**\* Recognizing Ron Cameron for over 38 years of service to Clallam County**

### **CONTRACTS AND AGREEMENTS**

2a. Agreement with Washington State Parks and Recreation Commission for Boating Safety Grant

Agreement 

- 2b. Agreement with Norpoint Protective Services for Courthouse security services

Agreement 

- 2c. Agreement amendment E with Anchor QEA, LLC for Dungeness Off-Channel Reservoir Project

Agreement 

- 2d. Agreement amendment 2 with Salish Behavioral Health to extend the agreement expiration

Agreement 

- 2e. Agreement with Glisson & Morris, P.S. for supplemental appellate legal services

Agreement 

## **ADMINISTRATION**

- 3a. Reappointing Katherine Krueger and Alice Ryan to the North Pacific Coast Marine Resources Committee

Resolution 

- 3b. Reappointing Jennifer Pelikan to the North Olympic Library System Board of Trustees

Resolution 

- 3c. Reappointing Karin Ashton to the Clallam Bay / Sekiu Sewer Advisory Committee

Resolution 

- 3d. Reappointing Margaret Owens to the Crescent Community Advisory Council

Resolution 

- 3e. Reappointing Cindy Kelly and Brandon Janisse to the Boundary Review Board

Resolution 

- 3f. Reappointing Helen Kenoyer to the Board of Health

Resolution 

- 3g. Reappointing Helen Kenoyer to the Behavioral Health Advisory Board

Resolution 

- 3h. Reappointing Jim Haguewood and Gene Unger to the Lake Sutherland Steering Committee

Resolution 

## **COMMUNITY DEVELOPMENT**

4a. Approval to extend LDV2018-00035 Pakala LLC 14 lot cluster development

Approval 

**HEARING(S) ? Beginning at 10:30 a.m.**

H1. An Ordinance amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule Parks Department Fee Schedule 205-A

Ordinance 

Additional document added 12-8-23 

**PUBLIC COMMENT ? Please limit comments to three minutes**

**EXECUTIVE SESSION - 1 p.m.**

Pursuant to RCW 42.30.110, an executive session will be held at 1 p.m., Tuesday, December 12, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

This executive session is being called to discuss real estate.

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

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Executive Session 

**The following meetings are scheduled for the Board of Commissioners December 11 - 15:**

**Monday, December 11:**

**9:00 a.m. Work Session**

**12:00 p.m. WSAC Virtual Update**

**Tuesday, December 12:**

**9:00 a.m. Airport Dedication Ceremony**

**10:00 a.m. Board Meeting**

**10:30 a.m. Hearing(s) - See Agenda**

**1:00 p.m. Executive Session**

**Wednesday, December 13:**

**8:00 a.m. Coffee with Colleen**

**Thursday, December 14:**

**1:00 p.m. KONP Radio Show**

**INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:**

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.

- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

**Note: 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.**

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# MEMORANDUM

LONI GORES  
Clerk of the Board

December 8, 2023



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**TO: Board of Commissioners, Administrator Mielke**

**RE: Agenda Modification(s)**

**FILE: A14.09.18**

- The following item has been added to the December 11, 2023 work session agenda:

**Board of Commissioners**

25 Letter to the District and Municipal Court Judges' Association Council of Independent Courts (1c)\*

- The following item has been added to the December 12, 2023 regular agenda:

**CONSENT AGENDA**

1c Letter to the District and Municipal Court Judges' Association Council of Independent Courts



1a  
DEC 12 2023

Date of report: December 6, 2023

|                |                     |
|----------------|---------------------|
| <b>General</b> | <b>\$175,862.20</b> |
| <b>Other</b>   | <b>\$425,073.50</b> |
| <b>Total</b>   | <b>\$600,935.70</b> |

STATE OF WASHINGTON

County of Clallam

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_  
SHOONA RIGGS COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON

\_\_\_\_\_  
MARK OZIAS, Chair

\_\_\_\_\_  
MIKE FRENCH

\_\_\_\_\_  
RANDY JOHNSON

\_\_\_\_\_  
TODD MIELKE (County Administrator)

# Weekly Expenditures

December 4 - 8, 2023

| Fund #            | Department                                    | Expenditures      |                   | Use Tax      |               |
|-------------------|-----------------------------------------------|-------------------|-------------------|--------------|---------------|
|                   |                                               | General Fund      | Other             | General Fund | Other         |
| 00100.211         | <b>Assessor</b>                               | 93.60             |                   |              |               |
| 00100.221         | <b>Auditor</b>                                | 819.51            |                   |              |               |
| 00100.241/291     | <b>Commissioners (BOCC)</b>                   | 9,500.14          |                   |              |               |
| 19914.291         | BOCC - Veterans Relief                        |                   | 1,454.71          |              |               |
| 19961.291         | BOCC - American Rescue Plan Act               |                   | 85,007.15         |              |               |
| 00100.331-334     | <b>Dept. of Community Develop't (DCD)</b>     | 5,877.53          |                   |              |               |
| 30301.331         | DCD - Lower Dungeness Floodplain              |                   | 3,258.12          |              |               |
| 11301.511         | <b>Health &amp; Human Services (HHS)</b>      |                   | 3,384.69          |              |               |
| 00100.511         | HHS - Environmental Health                    | 920.98            |                   |              |               |
| 11322.511         | HHS - Homeless Task Force                     |                   | 26,831.99         |              |               |
| 11323.511         | HHS - Chem Dep/Mental Hlth                    |                   | 79,129.96         |              |               |
| 11324.511         | HHS - Affordable Housing                      |                   | 49,758.33         |              |               |
| 11331.511         | HHS - Developmental Disabilities              |                   | 428.70            |              |               |
| 00100.461         | <b>Human Resources (HR)</b>                   | 4,975.88          |                   |              |               |
| 50401.461         | HR - Risk Management                          |                   | 47,718.73         |              |               |
| 50501.461         | HR - Workers Compensation                     |                   | 1,724.21          |              |               |
| 00100.411         | <b>Information Technology (IT)</b>            | 16,061.41         |                   |              |               |
| 30701.411         | IT - Capital Projects                         |                   | 24,626.47         |              |               |
| 00100.851         | <b>Juvenile Services</b>                      | 1,985.26          |                   |              |               |
| 13001/13051       | <b>Noxious Weed/LMD #2</b> (Lake Mgmt. Dist.) |                   | 1,611.43          |              | 43.53         |
| 00100.911/912     | <b>Parks Fair Facilities (PFF)</b>            | 3,578.63          |                   |              |               |
| 30101.911         | PFF - REET 1 (Real Estate Excise Tax)         |                   | 330.11            |              |               |
| 30501.911         | PFF - Capital Projects                        |                   | 27,336.71         |              |               |
| 00100.841-843     | <b>Prosecuting Attorney</b>                   | 44,920.89         |                   |              |               |
|                   | <b>Public Works (PW)</b>                      |                   |                   |              |               |
| 10101.611         | PW - Roads                                    |                   | 12,755.22         |              |               |
| 40201.611         | PW - Solid Waste                              |                   | 11.14             |              |               |
| 41401.611         | PW - Clallam/Seki Sewer                       |                   | 4,337.52          |              |               |
| 42401.611         | PW - Carlsborg Sewer                          |                   | 428.53            |              |               |
| 43401.611         | PW - Bullman Beach Water System               |                   | 53.07             |              |               |
| 50301.611         | PW - ER&R (Equip't Rental & Revolving)        |                   | 52,434.11         |              |               |
| 00100.811-815,817 | <b>Sheriff</b>                                | 36,638.05         |                   | 4.98         |               |
| 00100.816         | Sheriff - Jail Medical                        | 9,718.39          |                   |              |               |
| 11003.811         | Sheriff - Boating Safety                      |                   | 51.07             |              |               |
| 11008.811         | Sheriff - OPNET Drug                          |                   | 136.76            |              |               |
| 11065.811         | Sheriff - OPSCAN Operations                   |                   | 1,690.01          |              |               |
| 11080.811         | Sheriff - Inmate Commissary                   |                   | 271.63            |              | 259.60        |
| 00100.861         | <b>Superior Court</b>                         | 40,257.38         |                   |              |               |
| 00100.231         | <b>Treasurer</b>                              | 509.57            |                   |              |               |
| <b>Total</b>      |                                               | <b>175,857.22</b> | <b>424,770.37</b> | <b>4.98</b>  | <b>303.13</b> |

VISA Current Charges:

Statement Date:

| Report Reconciliation |            | Totals       |            |         |        |
|-----------------------|------------|--------------|------------|---------|--------|
| Total                 | 600,627.59 | General Fund | 175,862.20 |         |        |
| Final Check Lists     | 600,627.59 | Non-GF       | 425,073.50 |         |        |
| Difference            | -          | VISA Charges | -          |         |        |
|                       |            | Grand Total  | 600,935.70 | Use Tax | 308.11 |

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report  
CLALLAM COUNTY

| Tran Date  | Vendor Name             | Invoice / Credit Memo No. | Doc Group | Taxable Amount | Tax Amount | Invoice Total |
|------------|-------------------------|---------------------------|-----------|----------------|------------|---------------|
| 12/12/2023 | SWANSONS SERVICES CORP. | 1782475                   | jcoon     | 56.63          | 4.98       | 56.63         |
| 12/12/2023 | U S BANK                | 748065                    | cstjohn   | 494.63         | 43.53      | 494.63        |
| 12/12/2023 | VERICOM LLC             | 24772                     | jcoon     | 2,950.00       | 259.60     | 2,950.00      |
| Totals:    |                         |                           |           | 3,501.26       | 308.11     | 3,501.26      |

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12/06/2023 8:39:59AM

Final Check List  
CLALLAM COUNTY

Assessor

Page: 1

Bank : apbank U S BANK

| Check #                 | Date       | Vendor  | Invoice              | Inv Date    | Description                 | Amount Paid | Check Total |
|-------------------------|------------|---------|----------------------|-------------|-----------------------------|-------------|-------------|
|                         | 12/12/2023 | 0001211 | PENINSULA DAILY NEWS | PDN 11-2023 | 11/30/2023 PDN SUBSCRIPTION | 93.60       | 93.60       |
| Sub total for U S BANK: |            |         |                      |             |                             |             | 93.60       |

0.\*  
93.60+  
819.51+  
92,507.29+  
2,000.00+  
9,135.65+  
160,454.65+  
54,418.82+  
40,687.88+  
1,985.26+  
1,611.43+  
31,245.45+  
44,920.89+  
52,434.11+  
12,755.22+  
4,830.26+  
38,787.52+  
9,718.39+  
40,257.38+  
509.57+  
1,454.71+  
600,627.59\*+  
0.\*

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12/06/2023 8:45:55AM

Final Check List  
CLALLAM COUNTY

*Auditor*

Page: 1

Bank : apbank U S BANK

| Check #                 | Date | Vendor                | Invoice    | Inv Date   | Description               | Amount Paid | Check Total |
|-------------------------|------|-----------------------|------------|------------|---------------------------|-------------|-------------|
| 12/12/2023 0000546      |      | EXPRESS SERVICES, INC | 29930470   | 11/15/2023 | SAVANAH WISE              | 596.16      | 596.16      |
| 12/12/2023 0000593      |      | FORKS, CITY OF        | 20231117   | 11/17/2023 | CLOSING FORKS BALLOT DR   | 60.00       | 60.00       |
| 12/12/2023 0047781      |      | STRAIT SIGNS          | 11-17-2023 | 11/17/2023 | INSTALL & REMOVAL OF BALI | 163.35      | 163.35      |
| Sub total for U S BANK: |      |                       |            |            |                           |             | 819.51      |

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12/06/2023 8:51:33AM

Final Check List  
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

| Check #                 | Date | Vendor                  | Invoice         | Inv Date   | Description               | Amount Paid | Check Total |
|-------------------------|------|-------------------------|-----------------|------------|---------------------------|-------------|-------------|
| 12/12/2023 0000382      |      | CODE PUBLISHING COMPANY | GC0012514       | 11/29/2023 | MUNICIPAL CODE, WEB UPD,  | 230.12      | 230.12      |
| 12/12/2023 0000753      |      | PENINSULA HOUSING AUTH  | SH52310312023   | 11/29/2023 | OCTOBER PAYMENT PER CO    | 28,307.65   | 28,307.65   |
| 12/12/2023 0001211      |      | PENINSULA DAILY NEWS    | PDN 11/29/2023  | 11/29/2023 | YEARLY SUBSCRIPTION       | 156.00      | 156.00      |
| 12/12/2023 0001632      |      | U S POSTMASTER          | Jury 11/29/2023 | 11/29/2023 | 1,000 SUMMONS @ .493      | 493.00      | 493.00      |
| 12/12/2023 0015513      |      | OLYMPIC PENINSULA COMML | ARPA OPCC 12/   | 12/1/2023  | ARPA - HHS MEDICAL RESPIT | 33,085.95   | 33,085.95   |
| 12/12/2023 0015513      |      | OLYMPIC PENINSULA COMML | ARPA OPCC 10/   | 11/29/2023 | ARPA - HHS MEDICAL RESPIT | 23,613.55   | 23,613.55   |
| 12/12/2023 0028699      |      | SOUND PUBLISHING INC    | 8117454         | 11/29/2023 | LTAC, OPPORTUNITY FUND, I | 404.70      | 404.70      |
| 12/12/2023 0033510      |      | OZIAS, MARK             | CMO 11/13/2023  | 12/1/2023  | CMO WSAC CONFRENCE        | 1,210.37    | 1,210.37    |
| 12/12/2023 0034029      |      | GORES, ALANNA           | LG 11/27/2023   | 11/29/2023 | HOLIDAY BREAKFAST - TABLI | 29.95       | 29.95       |
| 12/12/2023 0045724      |      | GARVEY, THOMAS          | Nov-23          | 11/29/2023 | DISTRICT COURT I CONFLIC  | 2,000.00    | 4,000.00    |
|                         |      |                         | Dec-23          | 11/29/2023 | DISTRICT COURT I CONFLIC  | 2,000.00    |             |
| 12/12/2023 0049100      |      | BUENA LUZ BAKERY, LLC   | Buena Luz 11/20 | 12/12/2023 | HOLIDAY BREAKFAST         | 976.00      | 976.00      |
| Sub total for U S BANK: |      |                         |                 |            |                           |             | 92,507.29   |

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11/29/2023 3:51:40PM

Final Check List  
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

| <u>Check #</u>          | <u>Date</u> | <u>Vendor</u>  | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u>       | <u>Amount Paid</u> | <u>Check Total</u> |
|-------------------------|-------------|----------------|----------------|-----------------|--------------------------|--------------------|--------------------|
| 11/29/2023              | 0045724     | GARVEY, THOMAS | Oct-23         | 11/29/2023      | DISTRICT COURT I CONFLIC | 2,000.00           | 2,000.00           |
| Sub total for U S BANK: |             |                |                |                 |                          |                    | 2,000.00           |

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12/06/2023 12:32:32PM

Final Check List  
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

| Check #                 | Date | Vendor                  | Invoice        | Inv Date   | Description               | Amount Paid | Check Total |
|-------------------------|------|-------------------------|----------------|------------|---------------------------|-------------|-------------|
| 12/12/2023 0000023      |      | ADVANCED TRAVEL         | FRICKER 10-3-2 | 11/13/2023 | FRICKER ADV TRAVEL 10-3-2 | 417.87      | 417.87      |
| 12/12/2023 0000546      |      | EXPRESS SERVICES, INC   | 29904296       | 11/8/2023  | CE BURKHARDT 10-22-23     | 150.20      | 150.20      |
| 12/12/2023 0000603      |      | FOURTH CORNER NURSERIE  | 20103          | 11/29/2023 | G157 LEVEE REVEGETATION   | 3,130.94    | 3,130.94    |
| 12/12/2023 0000799      |      | JAMESTOWN SKLALLAM TRIE | 5023-3         | 11/22/2023 | G23 OLYMPIA OYSTER REST   | 4,381.39    | 4,381.39    |
| 12/12/2023 0003431      |      | HI-TECH SECURITY, INC.  | 71259          | 11/24/2023 | ADMIN PROFESSIONAL SERV   | 397.12      | 397.12      |
| 12/12/2023 0004428      |      | LEAR, CATHY             | LEAR 11-30-23  | 11/30/2023 | G157 NOVEMBER 2023 MILEA  | 78.21       | 78.21       |
| 12/12/2023 0042760      |      | COCHNAUER, TIM          | COCHNAUER 1    | 11/28/2023 | G145 NW STRAITS CONF TR   | 121.09      | 121.09      |
| 12/12/2023 0045812      |      | GREEN, JOEL             | GREEN 11-3-23  | 11/3/2023  | G157 MONITORING SUPPLY    | 48.97       | 48.97       |
| 12/12/2023 0046683      |      | ODP BUSINESS SOLUTIONS  | L340496869001  | 11/6/2023  | ADMIN OPERATING SUPPLY    | 104.42      |             |
|                         |      |                         | 341189974001   | 11/10/2023 | LRP CP OPERATING SUPPLIE  | 76.23       |             |
|                         |      |                         | 340494675001   | 11/6/2023  | ADMIN OPERATING SUPPLY    | 29.21       | 209.86      |
| 12/12/2023 0049290      |      | GONZALEZ, JOSE          | REF 9-5-23     | 11/27/2023 | REFUND BPT2023-00745      | 125.00      | 125.00      |
| 12/12/2023 0049295      |      | RND CONSTRUCTION        | REF 11-27-23   | 11/29/2023 | REFUND BPT2023-01021      | 75.00       | 75.00       |
| Sub total for U S BANK: |      |                         |                |            |                           |             | 9,135.65    |

Bank : apbank U S BANK

| Check #    | Date    | Vendor                   | Invoice          | Inv Date   | Description                | Amount Paid | Check Total |
|------------|---------|--------------------------|------------------|------------|----------------------------|-------------|-------------|
| 12/12/2023 | 0036231 | FISHER SCIENTIFIC COMPAN | 7493798          | 11/3/2023  | WATER LAB - LAB SUPPLIES   | 89.22       | 89.22       |
| 12/12/2023 | 0002153 | HOOD, DIANE              | DH 10-25-23      | 10/25/2023 | ONSITE - SEPTIC SYSTEM     | 336.35      | 336.35      |
| 12/12/2023 | 0000769 | IDEXX DISTRIBUTION INC   | 324915           | 11/20/2023 | WATER LAB - LAB SUPPLIES   | 295.41      | 295.41      |
| 12/12/2023 | 0049289 | PLACEK, SANDY            | SP 11-15-23      | 11/15/2023 | ONSITE - SEPTIC SYSTEM     | 200.00      | 200.00      |
| 12/12/2023 | 0000546 | EXPRESS SERVICES, INC    | 29930467         | 11/15/2023 | HOPS - EXTRA HELP          | 1,279.20    | 1,279.20    |
| 12/12/2023 | 0016427 | MCKESSON MEDICAL-SURGI   | 21322880         | 11/7/2023  | HOPS - SWAB                | 41.78       | 41.78       |
| 12/12/2023 | 0025990 | NONDEPARTMENTAL, CLALL   | 23MB007-PHAD     | 11/27/2023 | HOPS - POSTAGE - APRIL, M  | 145.47      |             |
|            |         |                          | 23MB011-PHAD     | 11/27/2023 | HOPS - POSTAGE - JULY, AU  | 111.67      | 257.14      |
| 12/12/2023 | 0046683 | ODP BUSINESS SOLUTIONS   | L341761799001    | 11/14/2023 | HOPS - SHELVING            | 639.71      |             |
|            |         |                          | 341766558001     | 11/14/2023 | HOPS - ROUND TABLE         | 281.78      |             |
|            |         |                          | 341519903001     | 11/13/2023 | HOPS - TABLE AND FLOOR L   | 168.22      |             |
|            |         |                          | 341489024001     | 11/13/2023 | HOPS - MONTHLY PLANNER,    | 126.40      |             |
|            |         |                          | 338838026001     | 10/30/2023 | HOPS - UTILITY TRAYS, CORI | 124.22      |             |
|            |         |                          | 338838028001     | 10/30/2023 | HOPS - NESCO DOUBLE BUR    | 50.04       |             |
|            |         |                          | 338838027001     | 10/28/2023 | HOPS - SCISSORS            | 25.19       |             |
|            |         |                          | 338838025001     | 10/30/2023 | HOPS - DISH DRAINER        | 21.75       |             |
|            |         |                          | 338836858001     | 10/31/2023 | HOPS - PAPERCLIP HOLDERS   | 17.40       | 1,454.71    |
| 12/12/2023 | 0001499 | TAYLOR COMMUNICATIONS    | IIV1256318       | 11/17/2023 | HOPS - BIRTH CERTIFICATE I | 351.86      | 351.86      |
| 12/12/2023 | 0025990 | NONDEPARTMENTAL, CLALL   | 23MB011-HTF      | 11/27/2023 | HTF - Q3 2023 POSTAGE      | 30.57       |             |
|            |         |                          | 23MB007-HTF      | 11/27/2023 | HTF - Q2 2023 POSTAGE      | 16.62       | 47.19       |
| 12/12/2023 | 0032029 | NORTH OLYMPIC REGIONAL,  | 11322-23-NORV    | 11/21/2023 | HTF - SARGE'S PLACE - OCT  | 3,386.40    | 3,386.40    |
| 12/12/2023 | 0001433 | SERENITY HOUSE OF CLALL  | 11322-23-SHSA    | 11/21/2023 | HTF - SHELTER FUNDING FO   | 20,698.56   |             |
|            |         |                          | 11322-23-SHCM    | 11/21/2023 | HTF - FAMILY SHELTER CASE  | 2,699.84    | 23,398.40   |
| 12/12/2023 | 0000363 | CLALLAM COUNTY SHERIFF   | 3rd Qtr 2023 MH  | 11/20/2023 | CD/MH - 3RD QUARTER 2023   | 2,898.35    |             |
|            |         |                          | 2nd Qtr 2023-2 M | 11/20/2023 | CD/MH - 2ND QUARTER 2023   | 445.90      | 3,344.25    |
| 12/12/2023 | 0000365 | CLALLAM COUNTY SUPERIO   | FCCSCA 11-15-23  | 11/15/2023 | CD/MH - DRUG COURT - OCT   | 23,706.08   | 23,706.08   |
| 12/12/2023 | 0000577 | FIRST STEP FAMILY SUPPOR | 113232223FSFS    | 11/16/2023 | CD/MH - PARENTS AS TEACH   | 6,947.00    | 6,947.00    |
| 12/12/2023 | 0025990 | NONDEPARTMENTAL, CLALL   | 23MB011-CD/MH    | 11/27/2023 | CD/MH - Q3 2023 POSTAGE    | 19.08       |             |
|            |         |                          | 23MB007-CD/MH    | 11/27/2023 | CD/MH - Q2 2023 POSTAGE    | 18.00       | 37.08       |
| 12/12/2023 | 0046310 | OLYMPIC ANGELS           | 113232223TOA     | 11/6/2023  | CD/MH - DARE TO DREAM AN   | 719.32      | 719.32      |
| 12/12/2023 | 0001209 | PENINSULA BEHAVIORAL HEA | 113232223PHBL    | 11/27/2023 | CD/MH - ACCESS TO BH SER   | 23,465.97   |             |
|            |         |                          | 113232223PBHF    | 11/15/2023 | CD/MH - PATH OUTREACH SE   | 1,300.34    | 24,766.31   |
| 12/12/2023 | 0001252 | PORT ANGELES, CITY OF    | 11323-22-23-PAI  | 11/8/2023  | CD/MH - COMMUNITY PARAM    | 9,122.24    |             |
|            |         |                          | 11323-22-23-PAI  | 11/17/2023 | CD/MH - COMMUNITY PARAM    | 8,807.68    | 17,929.92   |

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| Check #                 | Date    | Vendor                                | Invoice       | Inv Date   | Description                | Amount Paid | Check Total |
|-------------------------|---------|---------------------------------------|---------------|------------|----------------------------|-------------|-------------|
| 12/12/2023              | 0001433 | SERENITY HOUSE OF CLALLAM             | 113232223SHH/ | 11/21/2023 | CD/MH - ADMINISTRATION OI  | 1,680.00    | 1,680.00    |
| 12/12/2023              | 0032029 | NORTH OLYMPIC REGIONAL, 11324-23-NORV |               | 11/8/2023  | AH - UTILITIES & REMODELIN | 49,758.33   | 49,758.33   |
| 12/12/2023              | 0025990 | NONDEPARTMENTAL, CLALLAM              | 23MB011-DD    | 11/27/2023 | DD - POSTAGE - JULY, AUGU: | 336.12      |             |
|                         |         |                                       | 23MB007-DD    | 11/27/2023 | DD - POSTAGE - APRIL, MAY, | 92.58       | 428.70      |
| Sub total for U S BANK: |         |                                       |               |            |                            |             | 160,454.65  |

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| Check #                 | Date | Vendor                  | Invoice       | Inv Date   | Description                 | Amount Paid | Check Total |
|-------------------------|------|-------------------------|---------------|------------|-----------------------------|-------------|-------------|
| 12/12/2023 0001136      |      | OLYMPIC MEDICAL CENTER  | 9712082548550 | 11/30/2023 | 97120825485500              | 985.00      | 985.00      |
| 12/12/2023 0001556      |      | AXON ENTERPRISE INC     | INUS168590    | 11/30/2023 | INUS168590                  | 44,864.98   | 44,864.98   |
| 12/12/2023 0018813      |      | WENZL, BRENDA           | CANVA REIM BV | 11/30/2023 | CANVA SUBSCRIPTION - B W    | 155.88      | 155.88      |
| 12/12/2023 0020619      |      | INLAND NORTHWEST CINEMA | 5980 2024     | 11/30/2023 | CLALLAM COUNTY CONTRAC      | 4,820.00    | 4,820.00    |
| 12/12/2023 0025324      |      | CEDAR GROVE COUNSELING  | 16809 I       | 11/30/2023 | REVISED INV - ADDITIONAL \$ | 50.00       | 50.00       |
| 12/12/2023 0030587      |      | B&H PHOTO VIDEO         | 218391578     | 11/30/2023 | INV 218391578               | 1,724.21    | 1,724.21    |
| 12/12/2023 0034245      |      | CASTLE BRANCH INC       | 0906422       | 11/30/2023 | 0906422                     | 378.75      | 378.75      |
| 12/12/2023 0048305      |      | MASON, KENNEDY          | 112423        | 11/30/2023 | INV 112423                  | 540.00      | 540.00      |
| 12/12/2023 0048434      |      | SOUTH SOUND POLYGRAPH   | 23102         | 11/30/2023 | INV 23102                   | 900.00      | 900.00      |
| Sub total for U S BANK: |      |                         |               |            |                             |             | 54,418.82   |

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CLALLAM COUNTY

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| Check #                 | Date    | Vendor                   | Invoice        | Inv Date   | Description                 | Amount Paid | Check Total |
|-------------------------|---------|--------------------------|----------------|------------|-----------------------------|-------------|-------------|
| 12/12/2023              | 0000289 | CDW GOVERNMENT, INC.     | SE2305926      | 12/12/2023 | IT20230516 - MERAKI         | 4,390.44    |             |
|                         |         |                          | SE2306499      | 12/12/2023 | IT20231127A                 | 430.00      | 4,820.44    |
| 12/12/2023              | 0000532 | ESRI INC                 | 94609381       | 12/12/2023 | GIS 20231108                | 14,000.00   | 14,000.00   |
| 12/12/2023              | 0000674 | GOVCONNECTION, INC.      | 74346641       | 12/12/2023 | IT20230726 - WEBCAMS        | 311.49      |             |
|                         |         |                          | 72118065-B     | 12/12/2023 | TREAS20211116A - SHORT PA   | 10.43       | 321.92      |
| 12/12/2023              | 0001179 | PACIFIC OFFICE EQUIPMENT | 1129930        | 12/12/2023 | DCD20230929 - IRAC55601-IIF | 9,573.31    | 9,573.31    |
| 12/12/2023              | 0001603 | TYLER TECHNOLOGIES INC.  | 045445846      | 12/12/2023 | DCD20231127 - TYLER IMPL    | 10,232.72   | 10,232.72   |
| 12/12/2023              | 0004211 | CENTURYLINK              | 3604574863-113 | 12/12/2023 | JUVIE FAX LINES (3)         | 316.65      |             |
|                         |         |                          | 3604574397-113 | 12/12/2023 | JUVIE COURTROOM FAX         | 72.17       |             |
|                         |         |                          | 3604576843-113 | 12/12/2023 | JUVIE PHONE SWITCH          | 65.81       |             |
|                         |         |                          | 3604570323-113 | 12/12/2023 | PA SHOP PHONE SWITCH        | 65.81       | 520.44      |
| 12/12/2023              | 0023718 | AT&T                     | 3604574863-113 | 12/12/2023 | JUVIE FAX LONG DIST         | 72.86       | 72.86       |
| 12/12/2023              | 0038944 | ARCHIVE SOCIAL INC       | 281009         | 12/12/2023 | IT20231201 - ARCHIVE SOCIA  | 1,080.03    | 1,080.03    |
| 12/12/2023              | 0046762 | GORDASH, ALEXANDER       | 113023-AG      | 12/12/2023 | IT20231130                  | 66.16       | 66.16       |
| Sub total for U S BANK: |         |                          |                |            |                             |             | 40,687.88   |

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| Check #                 | Date    | Vendor                   | Invoice    | Inv Date   | Description             | Amount Paid | Check Total |
|-------------------------|---------|--------------------------|------------|------------|-------------------------|-------------|-------------|
| 12/12/2023              | 0000628 | GALLS LLC                | 026157504  | 11/3/2023  | UNIFORMS & CLOTHING     | 202.17      |             |
|                         |         |                          | 026157718  | 11/3/2023  | UNIFORMS & CLOTHING     | 153.61      | 355.78      |
| 12/12/2023              | 0001695 | WA ASSN OF CHILD ADVOCAT | FY2023-37  | 11/7/2023  | REGISTRATION            | 1,100.00    | 1,100.00    |
| 12/12/2023              | 0003701 | MAYNARD, MIKE            | 112823MM   | 11/29/2023 | TRVL BUS-REIMB M MAYNAR | 111.00      | 111.00      |
| 12/12/2023              | 0003702 | MCBRIDE, MIKE            | 112823MMC  | 11/29/2023 | TRVL BUS-REIMB M MCBRID | 111.00      | 111.00      |
| 12/12/2023              | 0017787 | DAIRY FRESH FARMS INC    | 8122332518 | 11/21/2023 | DET FOOD                | 123.94      |             |
|                         |         |                          | 8122333219 | 11/28/2023 | DET FOOD                | 109.79      | 233.73      |
| 12/12/2023              | 0042303 | LEE, TREVOR              | 112123TL   | 11/22/2023 | TRVL/TRNG-REIMB         | 73.75       | 73.75       |
| Sub total for U S BANK: |         |                          |            |            |                         |             | 1,985.26    |

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| Check #                 | Date    | Vendor                   | Invoice  | Inv Date   | Description             | Amount Paid | Check Total |
|-------------------------|---------|--------------------------|----------|------------|-------------------------|-------------|-------------|
| 12/12/2023              | 0001540 | SWAIN'S GENERAL STORE IN | 320595   | 11/27/2023 | WATERING PUMP BATTERIES | 498.14      | 498.14      |
| 12/12/2023              | 0020849 | U S BANK                 | 98371504 | 11/27/2023 | WATERING TANKS AND PIPE | 539.55      |             |
|                         |         |                          | 748065   | 11/29/2023 | SUPPLIES FOR ROADS PROC | 494.63      | 1,034.18    |
| 12/12/2023              | 0025990 | NONDEPARTMENTAL, CLALLA  | 23MB012  | 11/27/2023 | QUARTERLY POSTAGE BILLI | 40.53       |             |
|                         |         |                          | 23MB008  | 11/27/2023 | QUARTERLY POSTAGE BILLI | 38.58       | 79.11       |
| Sub total for U S BANK: |         |                          |          |            |                         |             | 1,611.43    |

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Parks Fair Facilities Page: 1

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| Check #    | Date    | Vendor                   | Invoice         | Inv Date   | Description                | Amount Paid | Check Total |
|------------|---------|--------------------------|-----------------|------------|----------------------------|-------------|-------------|
| 12/12/2023 | 0000087 | ANGELES ELECTRIC INC     | 20681           | 11/29/2023 | OFC SPC RECONFIG AUD HI    | 3,668.77    |             |
|            |         |                          | 20682           | 11/29/2023 | OFC SPC RECONFIG AUD EL    | 2,768.32    | 6,437.09    |
| 12/12/2023 | 0000091 | ANGELES MILLWORK & LUMB  | 339968          | 11/29/2023 | SC PROMASK TAPE            | 53.30       |             |
|            |         |                          | 343834          | 11/29/2023 | MTHR LNG CARBON DIOXIDE    | 30.45       |             |
|            |         |                          | 343159          | 11/29/2023 | MTHR LNG CARBON DIOXIDE    | 30.45       |             |
|            |         |                          | 340436          | 11/29/2023 | CB EPOXY GEL WSHR          | 30.41       |             |
|            |         |                          | 342016          | 11/29/2023 | FG LUBRICANT               | 25.97       |             |
|            |         |                          | 343289          | 11/29/2023 | CH TOGGLE SWITCH FOR LA    | 13.36       |             |
|            |         |                          | 342670          | 11/29/2023 | JUV WASHER                 | 3.58        | 187.52      |
| 12/12/2023 | 0000094 | ANGELES PLUMBING INC     | 39509           | 11/29/2023 | MTH LNG PLUMBER SERV       | 1,342.22    | 1,342.22    |
| 12/12/2023 | 0000359 | CLALLAM COUNTY PUBLIC W  | 2023.322e       | 11/29/2023 | CH JV DRA FUEL OCT 2023    | 191.58      | 191.58      |
| 12/12/2023 | 0000659 | GLASS SERVICES CO., INC  | 54144           | 11/29/2023 | OFC SPC RFG AUD GLASS &    | 19,317.77   | 19,317.77   |
| 12/12/2023 | 0000677 | GRAINGER INC             | 9893036021      | 11/29/2023 | OFC SPC RFG CEILING TILE I | 119.14      |             |
|            |         |                          | 9891286446      | 11/29/2023 | CH IR SENSOR               | 40.98       |             |
|            |         |                          | 9912238780      | 11/29/2023 | CH AIR REGULATOR           | 28.22       | 188.34      |
| 12/12/2023 | 0000750 | HOME DEPOT CREDIT SERVI  | 6014992         | 11/29/2023 | 2302UP RH STRM DMG BOLT    | 35.08       |             |
|            |         |                          | 2010023         | 11/29/2023 | 2302UP RH STRM DMG SIGN    | 24.51       | 59.59       |
| 12/12/2023 | 0001179 | PACIFIC OFFICE EQUIPMENT | 1130794         | 11/29/2023 | FG COPIER SERV             | 94.26       | 94.26       |
| 12/12/2023 | 0001198 | PART WORKS INC, THE      | INV99063        | 11/29/2023 | JAIL TEMP CNTRL ASSMBLY    | 293.41      | 293.41      |
| 12/12/2023 | 0001252 | PORT ANGELES, CITY OF    | 48731-101384 11 | 11/29/2023 | VET OCT UTIL & GARBAGE     | 388.65      | 388.65      |
| 12/12/2023 | 0001253 | PORT ANGELES SOLID WAST  | 1168789         | 11/29/2023 | CH DUMP FEE                | 65.95       |             |
|            |         |                          | 1168889         | 11/29/2023 | JV DUMP FEE                | 20.99       |             |
|            |         |                          | 1170989         | 11/29/2023 | CH DUMP FEE                | 17.92       |             |
|            |         |                          | 1172945         | 11/29/2023 | VET DUMP FEE               | 17.46       |             |
|            |         |                          | 1170582         | 11/29/2023 | CH DUMP FEE                | 5.00        |             |
|            |         |                          | 1170145         | 11/29/2023 | CH DUMP FEE                | 5.00        | 132.32      |
| 12/12/2023 | 0001300 | PUBLIC UTILITY DISTRICT  | 43120 10/23     | 11/29/2023 | RH OCT ELECT               | 245.01      | 245.01      |
| 12/12/2023 | 0001540 | SWAIN'S GENERAL STORE IN | 320174          | 11/29/2023 | SMPK HARDWARE FOR MEM      | 23.24       | 23.24       |
| 12/12/2023 | 0001576 | THURMAN SUPPLY           | 878297          | 11/29/2023 | JAIL FASTENERS METRO PUI   | 5.70        |             |
|            |         |                          | 879573          | 11/29/2023 | JAIL ORINGS                | 1.83        | 7.53        |
| 12/12/2023 | 0025092 | PIERCE, SUSAN            | WWWC 11.2023    | 11/29/2023 | ADM VOLUNTEER REFRESHI     | 120.44      | 120.44      |
| 12/12/2023 | 0041605 | HOME DEPOT PRO           | 776081069       | 11/29/2023 | CH BATH TISS HND TWL LINE  | 1,321.66    |             |
|            |         |                          | 773921341       | 11/29/2023 | 2301CH RSTR JV BLD SCRAP   | 330.11      |             |
|            |         |                          | 773921333       | 11/29/2023 | DRA LINER TOILET BRSH      | 268.71      | 1,920.48    |

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| Check #                 | Date    | Vendor            | Invoice          | Inv Date   | Description             | Amount Paid | Check Total |
|-------------------------|---------|-------------------|------------------|------------|-------------------------|-------------|-------------|
| 12/12/2023              | 0048238 | MCCULLOCH, THOMAS | T Mcculloch 11.2 | 11/29/2023 | SMPK T MCCULLOCH TRAVE  | 148.00      | 148.00      |
| 12/12/2023              | 0049291 | PARSONS, RALPH    | R Parsons 11.20  | 11/29/2023 | SMPK R PARSONS TRAVEL P | 148.00      | 148.00      |
| Sub total for U S BANK: |         |                   |                  |            |                         |             | 31,245.45   |

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| Check #                 | Date    | Vendor                    | Invoice         | Inv Date   | Description                 | Amount Paid | Check Total |
|-------------------------|---------|---------------------------|-----------------|------------|-----------------------------|-------------|-------------|
| 12/12/2023              | 0000546 | EXPRESS SERVICES, INC     | 29904314        | 11/30/2023 | EXPRESS                     | 777.12      |             |
|                         |         |                           | 29874880        | 11/30/2023 | EXPRESS SERVICES            | 453.32      |             |
|                         |         |                           | 29930480        | 11/30/2023 | EXPRESS SERVICES            | 453.32      | 1,683.76    |
| 12/12/2023              | 0000890 | LANGUAGE LINE SERVICES, I | 11144651        | 11/30/2023 | LANGUAGE LINE               | 42.72       | 42.72       |
| 12/12/2023              | 0000918 | LINCOLN STREET STATION    | 251993          | 11/30/2023 | POSTAGE                     | 19.82       | 19.82       |
| 12/12/2023              | 0001252 | PORT ANGELES, CITY OF     | 74359-155474 1  | 11/30/2023 | CITY UTILITIES 74359-155474 | 228.70      | 228.70      |
| 12/12/2023              | 0001641 | VERIZON WIRELESS          | 9947607759 CO   | 11/30/2023 | VERIZON                     | 100.82      | 100.82      |
| 12/12/2023              | 0024184 | TROBERG, JOHN             | 417225          | 11/30/2023 | TRAINING REIMBURSEMENT      | 225.00      |             |
|                         |         |                           | 1016739426      | 11/30/2023 | TRAINING REIMBURSEMENT      | 217.00      |             |
|                         |         |                           | 1016738077      | 11/30/2023 | TRAINING REIMBURSEMENT      | 173.00      | 615.00      |
| 12/12/2023              | 0025990 | NONDEPARTMENTAL, CLALLA   | 23MB006         | 11/30/2023 | 2ND QUARTER POSTAGE         | 383.02      |             |
|                         |         |                           | 23MB010         | 11/30/2023 | 3RD QUARTER POSTAGE         | 244.41      | 627.43      |
| 12/12/2023              | 0029872 | SEQUIM VALLEY FUNERAL CH  | 01958           | 11/30/2023 | CORONER/FUNERAL HOME        | 10,760.00   |             |
|                         |         |                           | 01820           | 11/30/2023 | CORONER/FUNERAL HOME        | 5,230.00    | 15,990.00   |
| 12/12/2023              | 0045696 | THURSTON COUNTY CORONIC   | CCC-11012023    | 11/30/2023 | CORONER                     | 2,713.00    | 2,713.00    |
| 12/12/2023              | 0045735 | PACIFIC NW FORENSIC PATH  | QUINN11/30/23   | 11/30/2023 | AUTOPSIES                   | 15,900.00   | 15,900.00   |
| 12/12/2023              | 0046683 | ODP BUSINESS SOLUTIONS L  | 341485383001    | 11/30/2023 | OFFICE SUPPLIES             | 298.16      |             |
|                         |         |                           | 337663340001    | 11/30/2023 | OFFICE SUPPLIES F/S         | 287.70      |             |
|                         |         |                           | 339721756001    | 11/30/2023 | OFFICE SUPPLIES             | 124.74      |             |
|                         |         |                           | 337416697001    | 11/30/2023 | OFFICE SUPPLIES             | 67.51       |             |
|                         |         |                           | 338524120001    | 11/30/2023 | OFFICE SUPPLIES             | 35.51       |             |
|                         |         |                           | 338524345001    | 11/30/2023 | OFFICE SUPPLIES             | 32.51       |             |
|                         |         |                           | 339164664001    | 11/30/2023 | OFFICE SUPPLIES             | 31.58       |             |
|                         |         |                           | 337675957001    | 11/30/2023 | OFFICE SUPPLIES             | 22.84       |             |
|                         |         |                           | 339165590001    | 11/30/2023 | OFFICE SUPPLIES             | 21.71       |             |
|                         |         |                           | 339165601001    | 11/30/2023 | OFFICE SUPPLIES             | 6.53        | 928.79      |
| 12/12/2023              | 0047168 | MILLETT, NATHAN           | MILLETT11/30/2  | 11/30/2023 | MILEAGE REIMBURSEMENT       | 626.31      | 626.31      |
| 12/12/2023              | 0048448 | PACIFIC NORTHWEST FOREN   | LACSINA 11/30/2 | 11/30/2023 | AUTOPSIES                   | 5,400.00    | 5,400.00    |
| 12/12/2023              | 0048779 | STADLER, NATALYA          | STADLER 11/30/  | 11/30/2023 | MILEAGE REIMBURSEMENT       | 44.54       | 44.54       |
| Sub total for U S BANK: |         |                           |                 |            |                             |             | 44,920.89   |

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| Check #    | Date    | Vendor                    | Invoice      | Inv Date   | Description                       | Amount Paid | Check Total |
|------------|---------|---------------------------|--------------|------------|-----------------------------------|-------------|-------------|
| 12/12/2023 | 0000099 | A-1 AUTO PARTS            | 1459406      | 11/7/2023  | Hydraulic Coupling - SQ 453       | 184.30      |             |
|            |         |                           | 1459245      | 11/6/2023  | Connectors - SQ 105               | 49.80       | 234.10      |
| 12/12/2023 | 0000172 | BAXTER A/P OFFICE         | 106262       | 11/27/2023 | Miscellaneous Supplies            | 130.57      |             |
|            |         |                           | 106340       | 11/28/2023 | MSTR CYL Bleeder Kit - PA 112     | 20.43       | 151.00      |
| 12/12/2023 | 0000329 | CO-OP FARM AND GARDEN, T  | 94699        | 11/22/2023 | Propane - SQ 850                  | 50.21       | 50.21       |
| 12/12/2023 | 0000592 | FORKS AUTO ELECTRIC       | 934897       | 8/1/2023   | Battery - LC S342                 | 194.34      | 194.34      |
| 12/12/2023 | 0001187 | PAPE MACHINERY INC        | 14855495     | 11/15/2023 | Motor Kit - PA 440                | 3,091.36    |             |
|            |         |                           | 14855516     | 11/15/2023 | Motor Kit - PA 451                | 3,091.36    |             |
|            |         |                           | 14738627     | 8/28/2023  | Frieght - SQ 454                  | 38.12       | 6,220.84    |
| 12/12/2023 | 0001251 | PORT ANGELES AUTO GLASS   | 0073897      | 11/30/2023 | Window Repair - PA 20-SHERIF      | 582.08      | 582.08      |
| 12/12/2023 | 0001255 | PRICE FORD LINCOLN MERC   | 15051327     | 11/10/2023 | Regulatro and Motor ASY - PA 2    | 320.48      |             |
|            |         |                           | 5051556      | 11/29/2023 | Arm and Pivot Shaft - PA S357     | 148.24      |             |
|            |         |                           | 5051474      | 11/21/2023 | Element ASY - PA S337             | 21.32       | 490.04      |
| 12/12/2023 | 0001300 | PUBLIC UTILITY DISTRICT   | 21685/112223 | 11/22/2023 | Electric utility charges-51 Bedro | 770.53      | 770.53      |
| 12/12/2023 | 0001405 | LES SCHWAB TIRE CENTERS   | 38000828301  | 10/23/2023 | Tires - PA 117                    | 1,401.33    |             |
|            |         |                           | 38000828367  | 10/23/2023 | Tires - PA 102                    | 1,401.33    |             |
|            |         |                           | 38000814511  | 8/10/2023  | Tires - PA 44                     | 1,067.67    | 3,870.33    |
| 12/12/2023 | 0001551 | TACOMA SCREW PRODUCTS     | 140096822-00 | 11/21/2023 | Straps and Clips - SQ             | 666.80      |             |
|            |         |                           | 140094913-00 | 10/30/2023 | Cleaner, Bottle - SQ              | 140.83      |             |
|            |         |                           | 140094913-01 | 11/21/2023 | Safety Glasses - SQ               | 86.87       |             |
|            |         |                           | 140096823-00 | 11/21/2023 | Plastic Pails - PA                | 53.45       | 947.95      |
| 12/12/2023 | 0001762 | WEST END MOTORS INC       | 1005         | 9/6/2023   | Tires - LC 160                    | 1,324.92    |             |
|            |         |                           | 1187         | 9/5/2023   | Tires - LC 131                    | 1,324.92    |             |
|            |         |                           | 3408         | 7/18/2023  | Repairs - LC 109                  | 271.50      | 2,921.34    |
| 12/12/2023 | 0001781 | WHITEHEADS AUTO PARTS     | IN272483     | 11/15/2023 | Spark Plugs, Ratchet, Wrenchs     | 117.22      |             |
|            |         |                           | 272527       | 11/15/2023 | Blower Motor Parts - LC 175       | 96.97       |             |
|            |         |                           | 272512       | 11/15/2023 | Windshield Wash - LC              | 15.90       | 230.09      |
| 12/12/2023 | 0002286 | RODDA PAINT CO., INC      | 44180225     | 11/17/2023 | Paint - SQ 20- B101               | 166.16      |             |
|            |         |                           | 44180319     | 11/28/2023 | Paint - SQ 20-B101                | 52.40       | 218.56      |
| 12/12/2023 | 0004448 | DAREN'S POINT S TIRE & AU | 10095455     | 11/14/2023 | Tire - PA Stores                  | 678.56      | 678.56      |

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| Check #    | Date    | Vendor                    | Invoice      | Inv Date   | Description                       | Amount Paid | Check Total |
|------------|---------|---------------------------|--------------|------------|-----------------------------------|-------------|-------------|
| 12/12/2023 | 0017663 | ARAMARK UNIFORM SVCS IN   | 5120363141   | 11/28/2023 | Laundry Services - PA             | 40.94       |             |
|            |         |                           | 5120358879   | 11/21/2023 | Laundry Services - PA             | 21.28       |             |
|            |         |                           | 5120360578   | 11/23/2023 | Laundry Services - SQ             | 16.34       |             |
|            |         |                           | 5120358863   | 11/21/2023 | Laundry Services - LC             | 16.30       |             |
|            |         |                           | 5120363126   | 11/28/2023 | Laundry Services - WE             | 16.30       | 111.16      |
| 12/12/2023 | 0022435 | RACE STREET AUTO PARTS    | 654621-23    | 11/27/2023 | Misc Item - PA 112                | 123.10      |             |
|            |         |                           | 654406       | 11/24/2023 | Oil Filter, Wiper Blade - SQ 164  | 51.95       |             |
|            |         |                           | 654405       | 11/24/2023 | Wipe Blades, Washer Fluid - S     | 46.15       |             |
|            |         |                           | 650429-23    | 10/18/2023 | Air Filter - PA 848               | 36.84       |             |
|            |         |                           | 654804-23    | 11/28/2023 | Brake FL-DOT - PA 112             | 29.35       |             |
|            |         |                           | 652065       | 11/1/2023  | Wipe Blades - PA 200              | 27.44       |             |
|            |         |                           | 652555-23    | 11/6/2023  | Boxed Capsules - PA 105           | 22.87       |             |
|            |         |                           | 654854-23    | 11/29/2023 | Purple PWR 25G - PA               | 22.84       |             |
|            |         |                           | 654177-23    | 11/21/2023 | Air Filters - PA Stores           | 20.32       |             |
|            |         |                           | 649761-23    | 10/12/2023 | Oil Filter Return Credit - PA 20- | -8.79       |             |
|            |         |                           | 650277-23    | 10/17/2023 | Core Depost Return - PA S339      | -19.58      |             |
|            |         |                           | 6488330      | 10/4/2023  | Return Credits - PA CDP2, 163     | -74.01      |             |
|            |         |                           | 648481-23    | 10/2/2023  | Return Credit - PA S301, S354,    | -83.87      |             |
|            |         |                           | 647221-21    | 9/21/2023  | Return Credit - PA 45             | -150.25     | 44.36       |
| 12/12/2023 | 0025256 | FIRE CHIEF EQUIPMENT CO   | 0918162      | 10/17/2023 | Fire Extinguishers - WE 20-B3C    | 656.61      | 656.61      |
| 12/12/2023 | 0025990 | NONDEPARTMENTAL, CLALLA   | 23MB005      | 11/27/2023 | Q2 Postage Billing ER&R           | 150.00      |             |
|            |         |                           | 23MB009      | 11/27/2023 | Q3 Postage Billing ER&R           | 116.13      | 266.13      |
| 12/12/2023 | 0036098 | O'REILLY AUTO PARTS       | 2750-465425  | 11/28/2023 | Master Cylinder - PA 112          | 174.39      | 174.39      |
| 12/12/2023 | 0036418 | PA FAR WEST MACHINE &, HY | 1123-9304H   | 11/15/2023 | Hydraulic Hoses, Assemblies -     | 494.08      |             |
|            |         |                           | 0923-C4660C  | 9/11/2023  | Pump Repairs - PA 454             | 119.68      |             |
|            |         |                           | 1023-9240H   | 10/23/2023 | Adapter - PA 455                  | 2.71        | 616.47      |
| 12/12/2023 | 0039486 | LEGACY POWER SYSTEMS      | 232304620011 | 10/30/2023 | Repairs - LC 20B300               | 740.65      | 740.65      |
| 12/12/2023 | 0042561 | ALL BATTERY SALES & SERVI | 22078210     | 11/21/2023 | Battery - PA Stores               | 164.23      | 164.23      |
| 12/12/2023 | 0042872 | PROPANE NORTHWEST         | 1511690341   | 11/27/2023 | Propane - SQ                      | 632.38      | 632.38      |
| 12/12/2023 | 0043469 | PETROCARD                 | 0504948-IN   | 11/27/2023 | Dyed Diesel - SQ                  | 14,950.80   |             |
|            |         |                           | 0505338-IN   | 11/30/2023 | Unleaded - CH                     | 10,891.80   |             |
|            |         |                           | 0505112-IN   | 11/28/2023 | Unleaded - SQ                     | 4,239.36    | 30,081.96   |
| 12/12/2023 | 0049280 | PACIFIC FENCE & WIRE CO   | 0124119      | 11/8/2023  | Double Swing Gate Morse Cree      | 1,385.80    | 1,385.80    |

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Sub total for U S BANK: 52,434.11

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| Check #                 | Date    | Vendor                   | Invoice        | Inv Date   | Description               | Amount Paid | Check Total |
|-------------------------|---------|--------------------------|----------------|------------|---------------------------|-------------|-------------|
| 12/12/2023              | 0000085 | ANGELES CONCRETE PRODS   | LSQ21506       | 9/13/2023  | ANGELES CONCRETE          | 746.63      |             |
|                         |         |                          | 24782          | 11/1/2023  | MAINTENANCE SUPPLIES- P/  | 38.01       | 784.64      |
| 12/12/2023              | 0000091 | ANGELES MILLWORK & LUMB  | B343056        | 11/13/2023 | SUPPLIES- TRAIL           | 23.48       | 23.48       |
| 12/12/2023              | 0000196 | BILLS PLUMBING & SANIKAN | S3666284       | 12/1/2023  | BILLS PLUMBING & SANIKAN  | 310.00      | 310.00      |
| 12/12/2023              | 0000205 | BLAKE TILE & STONE INC   | 2311-514859    | 11/20/2023 | MAINTENANCE SUPPLIES-SC   | 361.92      | 361.92      |
| 12/12/2023              | 0000546 | EXPRESS SERVICES, INC    | 29904296-10101 | 11/8/2023  | EXPRESS EMPLOYMENT 11/3   | 1,714.76    |             |
|                         |         |                          | 29930463-10101 | 11/15/2023 | EXPRESS EMPLOYMENT 11/C   | 1,470.89    | 3,185.65    |
| 12/12/2023              | 0000555 | FASTENAL COMPANY         | WAPOR95268     | 10/19/2023 | MAINTENANCE SUPPLIES- S/  | 265.80      | 265.80      |
| 12/12/2023              | 0000709 | HARBOR SAW & SUPPLY      | 777696         | 11/30/2023 | MAINTENANCE SUPPLIES- P/  | 853.99      |             |
|                         |         |                          | 777006         | 11/22/2023 | MAINTENANCE SUPPLIES- P/  | 127.64      |             |
|                         |         |                          | 777005         | 11/22/2023 | MAINTENANCE SUPPLIES- P/  | 65.76       | 1,047.39    |
| 12/12/2023              | 0001156 | OLYPEN INC               | 231129-0019    | 11/29/2023 | OLYPEN SERVICE            | 161.25      | 161.25      |
| 12/12/2023              | 0001300 | PUBLIC UTILITY DISTRICT  | 110606-112023  | 11/20/2023 | 10/18-11/16 SCENIC OVERLO | 117.26      | 117.26      |
| 12/12/2023              | 0001551 | TACOMA SCREW PRODUCTS    | 1400966822-101 | 12/21/2023 | MAINTENANCE SUPPLIES- S/  | 612.51      |             |
|                         |         |                          | 140096819-00   | 11/21/2023 | MAINTENANCE SUPPLIES-PA   | 86.60       |             |
|                         |         |                          | 140094912-00   | 10/30/2023 | MAINTENANCE SUPPLIES- P/  | 78.86       |             |
|                         |         |                          | 140094995-00   | 10/30/2023 | MAINTENANCE SUPPLIES- P/  | 78.86       | 856.83      |
| 12/12/2023              | 0001781 | WHITEHEADS AUTO PARTS IN | 272513         | 11/15/2023 | MAINTENANCE SUPPLIES -LC  | 186.62      | 186.62      |
| 12/12/2023              | 0017663 | ARAMARK UNIFORM SVCS IN  | 5120363140     | 11/28/2023 | LAUNDRY SERVICE-PA        | 16.32       |             |
|                         |         |                          | 5120363127     | 11/28/2023 | LAUNDRY SERVICE-LC        | 16.30       | 32.62       |
| 12/12/2023              | 0017771 | WA ST DEPT OF HEALTH     | 054074         | 11/15/2023 | RADIOACTIVE LICENSE/REG   | 1,511.00    | 1,511.00    |
| 12/12/2023              | 0021386 | STAPLES ADVANTAGE        | 7618986783     | 11/8/2023  | OFFICE SUPPLIES           | 17.93       | 17.93       |
| 12/12/2023              | 0021759 | SALT-AWAY PRODUCTS INC   | 12398          | 10/26/2023 | SALT-AWAY                 | 1,049.10    |             |
|                         |         |                          | 12397          | 10/26/2023 | SALT-AWAY                 | 976.08      | 2,025.18    |
| 12/12/2023              | 0025990 | NONDEPARTMENTAL, CLALLA  | 23MB005-10101  | 11/27/2023 | QUARTERLY POSTAGE BILLII  | 253.74      |             |
|                         |         |                          | 23MB009-10101  | 11/27/2023 | QUARTERLY POSTAGE BILLII  | 226.71      | 480.45      |
| 12/12/2023              | 0039012 | ACCURATE ANGLE CRANE     | 352248         | 11/7/2023  | CRANE RENTAL              | 1,387.20    | 1,387.20    |
| Sub total for U S BANK: |         |                          |                |            |                           |             | 12,755.22   |

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Final Check List  
CLALLAM COUNTY

Public Works

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| Check #                 | Date | Vendor                               | Invoice        | Inv Date   | Description              | Amount Paid | Check Total |
|-------------------------|------|--------------------------------------|----------------|------------|--------------------------|-------------|-------------|
| 12/12/2023 0000074      |      | AM TEST, INC.                        | 136851         | 11/29/2023 | SAMPLE TESTING-WWTP      | 500.00      |             |
|                         |      |                                      | 136850         | 11/29/2023 | SAMPLE TESTING-WWTP      | 230.00      | 730.00      |
| 12/12/2023 0000594      |      | DECKER CITY HARDWARE, TI801260       |                | 11/17/2023 | MAINTENANCE SUPPLIES- W  | 282.84      | 282.84      |
| 12/12/2023 0025990      |      | NONDEPARTMENTAL, CLALL/23MB009-41401 |                | 11/27/2023 | QUARTERLY POSTAGE BILLII | 645.15      |             |
|                         |      |                                      | 23MB005-41401  | 11/27/2023 | QUARTERLY POSTAGE BILLII | 627.42      | 1,272.57    |
| 12/12/2023 0001621      |      | USA BLUE BOOK                        | INV00206142    | 11/28/2023 | MAINTENANCE SUPPLIES- W  | 1,113.46    | 1,113.46    |
| 12/12/2023 0001781      |      | WHITEHEADS AUTO PARTS IN272666       |                | 11/17/2023 | MAINTENANCE SUPPLIES- W  | 938.65      | 938.65      |
| 12/12/2023 0025990      |      | NONDEPARTMENTAL, CLALL/23MB005-43401 |                | 11/27/2023 | QUARTERLY POSTAGE BILLII | 39.60       |             |
|                         |      |                                      | 23MB009-43401  | 11/27/2023 | QUARTERLY POSTAGE BILLII | 13.47       | 53.07       |
| 12/12/2023 0004211      |      | CENTURYLINK                          | 4574719-111423 | 11/14/2023 | 360-457-4719 856B        | 5.59        | 5.59        |
| 12/12/2023 0025990      |      | NONDEPARTMENTAL, CLALL/23MB009-42401 |                | 11/27/2023 | QUARTERLY POSTAGE BILLII | 230.82      |             |
|                         |      |                                      | 23MB005-42401  | 11/27/2023 | QUARTERLY POSTAGE BILLII | 192.12      | 422.94      |
| 12/12/2023 0025990      |      | NONDEPARTMENTAL, CLALL/23MB009-40201 |                | 11/27/2023 | QUARTERLY POSTAGE BILLII | 9.94        |             |
|                         |      |                                      | 23MB005-40201  | 11/27/2023 | QUARTERLY POSTAGE BILLII | 1.20        | 11.14       |
| Sub total for U S BANK: |      |                                      |                |            |                          |             | 4,830.26    |

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| Check #            | Date | Vendor                   | Invoice        | Inv Date   | Description               | Amount Paid | Check Total |
|--------------------|------|--------------------------|----------------|------------|---------------------------|-------------|-------------|
| 12/12/2023 0000091 |      | ANGELES MILLWORK & LUMB  | 343850         | 11/28/2023 | MISC TOOLS & SUPPLIES     | 80.35       | 80.35       |
| 12/12/2023 0000628 |      | GALLS LLC                | 026221959      | 11/10/2023 | UNIFORM - HEINER          | 69.36       |             |
|                    |      |                          | 026197788      | 11/8/2023  | UNIFORM - MORSE           | 55.49       |             |
|                    |      |                          | 026241158      | 11/13/2023 | UNIFORM - SISK            | 23.88       |             |
|                    |      |                          | 026287676      | 11/16/2023 | UNIFORM - BAUCK           | 16.27       | 165.00      |
| 12/12/2023 0000812 |      | JIFFY CLEANERS           | 112123         | 11/21/2023 | UNIFORM & TABLE CLOTHS (  | 431.90      | 431.90      |
| 12/12/2023 0000918 |      | LINCOLN STREET STATION   | Account1-Nov23 | 11/3/2023  | SHIPPING CHARGES          | 178.76      | 178.76      |
| 12/12/2023 0001165 |      | ORKIN PEST CONTROL INC   | 252153664      | 11/28/2023 | PEST CONTROL - SLIP POINT | 154.20      | 154.20      |
| 12/12/2023 0001300 |      | PUBLIC UTILITY DISTRICT  | 88052-Nov23    | 11/14/2023 | UTILITIES - KITFOX LANE   | 51.07       | 51.07       |
| 12/12/2023 0001540 |      | SWAIN'S GENERAL STORE IN | 320611         | 11/27/2023 | UNIFORM - BENNETT         | 146.77      | 146.77      |
| 12/12/2023 0001543 |      | SWANSONS SERVICES CORP   | 1782475        | 11/16/2023 | INDIGENT PACKS            | 56.63       | 56.63       |
| 12/12/2023 0001641 |      | VERIZON WIRELESS         | 9949411780     | 11/15/2023 | CELL PHONE SERVICE        | 4,259.44    | 4,259.44    |
| 12/12/2023 0001650 |      | VIKING SEW & VAC         | 155336         | 11/28/2023 | SERGEANT PATCHES - MCCA   | 21.76       | 21.76       |
| 12/12/2023 0001828 |      | NIKOLA ENGINEERING INC   | 48800          | 11/20/2023 | END POINTS - NOV 2023     | 1,179.20    | 1,179.20    |
| 12/12/2023 0004211 |      | CENTURYLINK              | 206-T01-0387-N | 11/16/2023 | DATA CONNECTION           | 336.06      |             |
|                    |      |                          | 360-457-9044-N | 11/14/2023 | TELEPHONE SERVICE         | 72.17       |             |
|                    |      |                          | 360-457-2911-N | 11/14/2023 | TELEPHONE SERVICE         | 72.17       |             |
|                    |      |                          | 206-Z14-0050-N | 11/14/2023 | TELEPHONE SERVICE         | 71.54       | 551.94      |
| 12/12/2023 0021386 |      | STAPLES ADVANTAGE        | 3552376254     | 11/11/2023 | OFFICE SUPPLIES           | 221.91      |             |
|                    |      |                          | 3552376253     | 11/11/2023 | OFFICE SUPPLIES           | 157.46      | 379.37      |
| 12/12/2023 0024610 |      | WAPRO                    | 8410           | 12/1/2023  | 2024 WAPRO MEMBERSHIP -   | 25.00       | 25.00       |
| 12/12/2023 0031772 |      | WE PROMOTE YOU           | 41764171       | 11/28/2023 | SWAG FOR EMD - MINI FLAS  | 2,365.05    |             |
|                    |      |                          | 41764170       | 11/28/2023 | SWAG FOR EMD - WHISTLES   | 1,641.41    | 4,006.46    |
| 12/12/2023 0033486 |      | LN CURTIS & SONS INC     | INV766582      | 11/21/2023 | UNIFORM - NEWHOUSE        | 116.01      | 116.01      |
| 12/12/2023 0037246 |      | MITCHELL, KAREN          | 112223         | 11/22/2023 | MILEAGE FOR PROJECT LIFE  | 18.34       | 18.34       |
| 12/12/2023 0037247 |      | HAIR BY NICOLE           | 112123         | 11/21/2023 | INMATE HAIRCUTS           | 215.00      | 215.00      |
| 12/12/2023 0040427 |      | NORPOINT GROUP LLC       | 1335 NPG       | 12/1/2023  | CL CO COURTHOUSE & JUV    | 7,865.00    | 7,865.00    |
| 12/12/2023 0041605 |      | HOME DEPOT PRO           | 774169650      | 11/6/2023  | JAIL SUPPLIES             | 2,598.36    |             |
|                    |      |                          | 775827397      | 11/15/2023 | JAIL SUPPLIES             | 126.21      | 2,724.57    |
| 12/12/2023 0041804 |      | FILEONQ INC              | 11480          | 12/1/2023  | PROPERTY & EVIDENCE MOI   | 540.74      | 540.74      |
| 12/12/2023 0042874 |      | BAGLEY CREEK OUTFITTERS  | 20384          | 11/21/2023 | EMBROIDERY ON POLO SHIF   | 32.64       | 32.64       |
| 12/12/2023 0046683 |      | ODP BUSINESS SOLUTIONS   | L341713617001  | 11/14/2023 | OFFICE SUPPLIES           | 61.26       |             |
|                    |      |                          | 338521265001   | 11/6/2023  | OFFICE SUPPLIES           | 5.44        | 66.70       |
| 12/12/2023 0049283 |      | FEDERAL EASTERN INTL LLC | 55861200       | 11/13/2023 | BALLISTIC SHIELD          | 12,570.67   | 12,570.67   |

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Final Check List  
CLALLAM COUNTY

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| <u>Check #</u>          | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>Inv Date</u> | <u>Description</u>      | <u>Amount Paid</u> | <u>Check Total</u> |
|-------------------------|-------------|---------------|----------------|-----------------|-------------------------|--------------------|--------------------|
| 12/12/2023              | 0049294     | VERICOM LLC   | 24772          | 11/8/2003       | VENCOM V-SENSE BRAKE MI | 2,950.00           | 2,950.00           |
| Sub total for U S BANK: |             |               |                |                 |                         |                    | 38,787.52          |

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Final Check List  
CLALLAM COUNTY

Sheriff Jail Med Page: 1

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| Check #                 | Date | Vendor                 | Invoice         | Inv Date   | Description     | Amount Paid | Check Total |
|-------------------------|------|------------------------|-----------------|------------|-----------------|-------------|-------------|
| 12/12/2023 0000815      |      | JIM'S PHARMACY         | 011042-11.25.23 | 11/25/2023 | INMATE MEDICINE | 4,750.74    | 4,750.74    |
| 12/12/2023 0001136      |      | OLYMPIC MEDICAL CENTER | OMC-11.2.23     | 11/22/2023 | INMATE MEDICAL  | 4,427.65    | 4,427.65    |
| 12/12/2023 0001136      |      | OLYMPIC MEDICAL CENTER | 460176-Oct23    | 11/5/2023  | INMATE MEDICAL  | 540.00      | 540.00      |
| Sub total for U S BANK: |      |                        |                 |            |                 |             | 9,718.39    |

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Final Check List  
CLALLAM COUNTY

Superior Court

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| Check #                 | Date | Vendor                          | Invoice        | Inv Date  | Description                    | Amount Paid | Check Total |
|-------------------------|------|---------------------------------|----------------|-----------|--------------------------------|-------------|-------------|
| 12/12/2023 0000357      |      | CLALLAM-JEFFERSON CO PRCF 01-24 |                | 12/4/2023 | JANUARY 2024 - COURT FACI      | 3,750.00    | 3,750.00    |
| 12/12/2023 0001010      |      | LINDA MONTGOMERY INVEST         | 85676          | 12/1/2023 | 22-1-00237-05, ST. V. HILL, EX | 19,698.50   | 19,698.50   |
| 12/12/2023 0001037      |      | MUSCATEL, KENNETH, PHD          | 3285           | 12/1/2023 | 23-1-00011-05, ST. V. BURNE    | 5,000.00    | 5,000.00    |
| 12/12/2023 0001148      |      | OLYMPIC SPRINGS INC             | 361703         | 12/1/2023 | 10/31/23-JURY ROOM WATER       | 48.69       | 48.69       |
| 12/12/2023 0001179      |      | PACIFIC OFFICE EQUIPMENT        | 1132113        | 12/1/2023 | 11/30/23-TONER CARTRIDGE       | 759.83      |             |
|                         |      |                                 | 1130839        | 12/1/2023 | 10/2023-CONTRACT COST R/       | 78.35       |             |
|                         |      |                                 | 1130837        | 12/1/2023 | 11/2023-CONTRACT BASE RA       | 31.55       |             |
|                         |      |                                 | 1130841        | 12/1/2023 | 11/2023-CONTRACT BASE RA       | 27.20       |             |
|                         |      |                                 | 1130842        | 12/1/2023 | 10/2023-CONTRAT COST RAT       | 18.95       |             |
|                         |      |                                 | 1130840        | 12/1/2023 | 11/2023-CONTRACT BASE RA       | 17.41       |             |
|                         |      |                                 | 1130838        | 12/1/2023 | 10/2023-CONTRACT COST R/       | 7.92        | 941.21      |
| 12/12/2023 0001764      |      | WEST PAYMENT CENTER, TH         | 849278041      | 12/1/2023 | NOVEMBER 2023 - LAW LIBR/      | 278.29      | 278.29      |
| 12/12/2023 0004977      |      | JUDICIAL CONFERENCE REG         | 1931736 JUDICI | 12/1/2023 | 2024 JUDICIAL COLLEGE REC      | 585.00      | 585.00      |
| 12/12/2023 0020949      |      | ALBERT A ABUAN PLLC             | ABUAN1931794   | 12/1/2023 | 23-4-003886-05, GUARDIANSH     | 1,996.02    |             |
|                         |      |                                 | ABUAN1931795   | 12/1/2023 | 23-4-00303-05, GUARDIANSHI     | 1,671.02    | 3,667.04    |
| 12/12/2023 0039420      |      | MUCKLEY, TIFFANY                | 1931797MUC     | 12/1/2023 | NOVEMBER 2023, MILEAGE F       | 227.94      | 227.94      |
| 12/12/2023 0043520      |      | SUBWAY                          | SUBWAY193182   | 12/1/2023 | 22-1-00322-05, ST. V. DICKIN   | 129.03      | 129.03      |
| 12/12/2023 0045752      |      | WELLNESS INTEGRATED SVC         | DORAMA 2023    | 12/1/2023 | 23-1-00112-05, ST. V. DORRO    | 5,200.00    | 5,200.00    |
| 12/12/2023 0046683      |      | ODP BUSINESS SOLUTIONS          | L338540929001  | 12/1/2023 | 10/23/23-OFFICE SUPPLIES, F    | 378.76      |             |
|                         |      |                                 | 338604676001   | 12/1/2023 | 11/07/23-OFFICE SUPPLIES, F    | 61.72       | 440.48      |
| 12/12/2023 0046756      |      | PENA, KONNING MAURICIO          | INV-000039     | 12/1/2023 | 23-1-00183-05, ST. V. GOMEZ    | 135.00      | 135.00      |
| 12/12/2023 0046965      |      | WARREN, MICHELLE                | WARREN19318    | 12/1/2023 | NOVEMBER 2023 - MILEAGE I      | 26.20       | 26.20       |
| 12/12/2023 0049210      |      | SHINZATO-FISCHER, LICIA         | WA-0127        | 12/1/2023 | 23-1-00271-05, ST. V. JONES,   | 130.00      | 130.00      |
| Sub total for U S BANK: |      |                                 |                |           |                                |             | 40,257.38   |

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Final Check List  
CLALLAM COUNTY

*Treasurer*

Page: 1

Bank : apbank U S BANK

| Check #                 | Date    | Vendor                  | Invoice       | Inv Date   | Description           | Amount Paid | Check Total |
|-------------------------|---------|-------------------------|---------------|------------|-----------------------|-------------|-------------|
| 12/12/2023              | 0001972 | WA ST ASSOC OF CO TREAS | 2024-5        | 11/28/2023 | 2023-2024 ANNUAL DUES | 200.00      | 200.00      |
| 12/12/2023              | 0046683 | ODP BUSINESS SOLUTIONS  | L341765246001 | 11/28/2023 | OFFICE SUPPLIES       | 271.50      |             |
|                         |         |                         | 341816196001  | 11/28/2023 | OFFICE SUPPLIES       | 38.07       | 309.57      |
| Sub total for U S BANK: |         |                         |               |            |                       |             | 509.57      |

apChkLst  
11/30/2023 10:56:47AM

Final Check List  
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

| Check #                 | Date    | Vendor                  | Invoice         | Inv Date   | Description | Amount Paid | Check Total |
|-------------------------|---------|-------------------------|-----------------|------------|-------------|-------------|-------------|
| 11/30/2023              | 0001300 | PUBLIC UTILITY DISTRICT | TB7322 11/30/23 | 11/30/2023 | UTILITIES   | 104.71      | 104.71      |
| 12/1/2023               | 0020849 | U S BANK                | BC8765 11/30/23 | 11/30/2023 | FOOD        | 150.00      |             |
|                         |         |                         | BG6299 11/30/23 | 11/30/2023 | FOOD        | 150.00      |             |
|                         |         |                         | MG9761 11/30/23 | 11/30/2023 | FOOD        | 150.00      |             |
|                         |         |                         | RK3318 11/30/23 | 11/30/2023 | FOOD        | 150.00      |             |
|                         |         |                         | SW8839 11/30/23 | 11/30/2023 | FUEL        | 150.00      |             |
|                         |         |                         | TM9862 11/30/23 | 11/30/2023 | FOOD        | 150.00      |             |
|                         |         |                         | WK7511 11/30/23 | 11/30/2023 | FOOD        | 150.00      |             |
|                         |         |                         | DT6401 11/30/23 | 11/30/2023 | FOOD        | 100.00      |             |
|                         |         |                         | KR4397 11/30/23 | 11/30/2023 | FOOD        | 100.00      |             |
|                         |         |                         | TM2565 11/30/23 | 11/30/2023 | FOOD        | 100.00      | 1,350.00    |
| Sub total for U S BANK: |         |                         |                 |            |             |             | 1,454.71    |



DEC 12 2023

## BOARD of CLALLAM COUNTY COMMISSIONERS

### MINUTES for the week of December 4 – 8, 2023

#### WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, December 4, 2023. Present were Commissioners Ozias, Johnson and French, and Administrator Mielke.

Items of discussion per the agenda published November 30 were:

- Calendar/Correspondence
- Reappointing Katherine Krueger and Alice Ryan to the North Pacific Coast Marine Resources Committee
- Reappointing Jennifer Pelikan to the North Olympic Library System Board of Trustees
- Reappointing Karin Ashton to the Clallam Bay / Sekiu Sewer Advisory Committee
- Reappointing Margaret Owens to the Crescent Community Advisory Council
- Reappointing Cindy Kelly, Richard Hendricksen, and Brandon Janisse to the Boundary Review Board
- Reappointing Helen Kenoyer to the Board of Health
- Reappointing Helen Kenoyer to the Behavioral Health Advisory Board
- Reappointing Jim Haguewood and Gene Unger to the Lake Sutherland Steering Committee
- Agreement with Washington State Parks and Recreation Commission for Boating Safety Grant
- Agreement with Norpoint Protective Services for Courthouse security services
- Resolution establishing government equipment rental schedule for year 2024
- Agreement amendment E with Anchor QEA, LLC for Dungeness Off-Channel Reservoir Project
- Request to extend LDV2018-00035 Pakala LLC 14 cluster development
- Discussion regarding the Towne Road Levee
- Housing Solutions Committee progress report
- Letter to Commissioner Hilary Franz regarding Department of Natural Resources and Natural Climate Solutions Program
- Resolution designating Commissioner involvement on advisory boards
- Certification of Taxing District Levy Budgets to Assessor

#### ACTION ITEM

##### **BUDGET**

1a Certification of Taxing District Levy Budgets to Assessor

**ACTION TAKEN: CRJm to adopt, CMFs, mc**

Meeting concluded at 1:35 p.m.

##### **EXECUTIVE SESSION**

Pursuant to RCW 42.30.110, an executive session will be held at 2:30 p.m., Monday, December 4, 2023 in the Commissioners Board Room, 223 East 4<sup>th</sup> Street, Port Angeles, Room 160. No Zoom option will be available.

This executive session is being held to discuss filed appeals with the Board of Tax Appeals

This is a proper matter to be considered in executive session pursuant to RCW 42.30.110 (1)(i), which allows for the use of an executive session "to discuss with legal counsel representing the agency litigation... to which the agency, the governing body, or a member acting in an official capacity is, or is....a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

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.

**BOARD of CLALLAM COUNTY COMMISSIONERS**  
**MINUTES for the week of December 4 – 8, 2023**  
**Page 2**

The Board convened in open session at 2:30 p.m. to discuss the Board of Tax Appeals. Present were Commissioners Ozias, French and Johnson, Chief Civil Prosecuting Attorney Boughton, Deputy Director Human Resources/Administrator/Risk Reyes, Administrator Mielke, Chief Financial Officer Lane, and Assessor's Office Kuss, Childress, and Hancock.

**ACTION TAKEN: CRJm to recess to executive session for 45 minutes, CMFs, mc**

The Board recessed into executive session at 2:32 p.m.

The Board convened in open session at 3:16 p.m.

**ACTION TAKEN: CRJm to approve the Prosecuting Attorney's Office to enter into negotiations and if necessary file a motion to compel disclosure of Port Angeles Hardwood financial information, CMFs, mc**

Meeting concluded at 3:18 p.m.

**REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS**

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, December 5, 2023. Also present were Commissioners Ozias and French and Administrator Mielke.

**REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA**

**Added:**

1c Letter to Commissioner Hilary Franz regarding Department of Natural Resources and Natural Climate Solutions Program

**ACTION TAKEN: CMFm to adopt the agenda as modified, CMOs, mc**

**PUBLIC COMMENT**

- Jim McEntire, Sequim, commented on 1c
- Kim Robinson, Agnew, commented on Towne Road
- Ed Bowen, Clallam Bay, commented on 1c and 5a
- Sara Squyres, Sequim, commented on Towne Road

**CONSENT AGENDA**

1a Approval of vouchers for the week of November 27

1b Approval of minutes for the week of November 27

1c Letter to Commissioner Hilary Franz regarding Department of Natural Resources and Natural Climate Solutions Program

**ACTION TAKEN: CMFm to adopt the consent agenda as presented, CMOs, mc**

**REPORTS AND PRESENTATIONS**

- CMF commented on Recompete

**CONTRACTS AND AGREEMENTS**

2a Agreement with Clallam Conservation District for the pollution, identification, and Correction Program

**ACTION TAKEN: CMFm to approve, CMOs, mc**

**BIDS AND AWARDS**

3a Request for proposal opening – Hearing Examiner 2023 RFPQ Proposal

**CONTRACTOR**

Alexander A. Sidles

**AMOUNT**

various amounts

**ACTION TAKEN: CMFm to forward the bids to the Department of Community Development for review and recommendation to the Board of Commissioners, CMOs, mc**

## **PUBLIC WORKS**

4a Resolution adopting the Annual Construction Program for 2024

**ACTION TAKEN: CMFm to adopt, CMOs, mc**

4b Resolution establishing government equipment rental schedule for year 2024

**ACTION TAKEN: CMFm to adopt, CMOs, mc**

## **HEARING(S)**

H1 Consideration of resolution adopting the following Debatable Emergencies:

Multiple Funds – 2022 shared services cost allocation true up/\$597,440

General Fund Reserves

- 2022 shared services cost allocation true up/\$204,238
- 2022 shared services cost allocation true up/-597,440

Sheriff – Animal Control – Due to an extreme animal hording case that requires extensive housing and care for many animals, we owed over \$30,000 in services to a provider. Some of the costs were paid from the 2022 budget, but the remaining \$17,650 was paid from our 2023 budget/\$10,000

Sheriff – Operations – Our 2022 budget included the approved purchase of a forensic software package used by our detectives to analyze cell phones/\$12,000

Sheriff – Jail Medical – Additional medical provider costs for inmate care have occurred at higher rate than projected during our previous budget ask. Requesting \$12,000 for continued jail medical expenditures for the remainder of the year/\$12,000

Sheriff – Jail – Contracted costs for Norpoint Services Courthouse security have been expended from unspent salary budget via budget revisions for January through September 2023. Due to anticipated new hires, we will not have enough unspent salary budget to cover the security contract for the remainder of the year/\$137,400

Sheriff – Operations – Vehicle purchase costs escalated rapidly over the last year, so the planned costs for 4 replacement patrol vehicles as well as an additional patrol vehicle were much higher than originally anticipated/\$163,600

Health and Human Services – Homeless Task Force – The RFP process resulted in higher approved level of allocated contract support being approved from what was originally budgeted across multiple agency subcontracts as approved by the BOCC on June 20, 2023/\$104,616

Health and Human Services – Affordable Housing – The RFP process resulted in higher approved level of allocated contract support being approved from what was originally budgeted across multiple agency subcontracts as approved by the BOCC on June 20, 2023/\$35,000

Noxious Weed – LMD #2 Lake Sutherland – Contractor needed to perform additional milfoil eradication dives to train new contractor, who will be performing the work beginning in 2024/\$2,500

- Mark Lane, Chief Financial Officer, read the agenda item summary into the record

**ACTION TAKEN: CMOM to open the public hearing, CMOs, mc**

- CRJ noted no one provided testimony

**ACTION TAKEN: CMFm to close the public hearing and adopt, CMOs,**

H2 Resolution adopting the 2024 Clallam County Budget

Resolution adopting the 2024 Clallam County Budget Emergency Appropriations

- Mark Lane, Chief Financial Officer, provided a staff report
- Board held discussion

**ACTION TAKEN: CMOM to open the public hearing, CMFs, mc**

- The following provided testimony:
  - Karen Hubert, Sequim Ed Bowen, Clallam Bay
  - Sarah Squyres, Sequim
  - John Worthington, Sequim
  - Ed Telenick, Sequim
  - Kenneth Reandeau, Port Angeles
  - Karin Cummins, Sequim
  - Henry Howe, Sequim

**ACTION TAKEN: CMOM to continue the hearing to 5 p.m., CMFs, mc**

## **BUDGET**

5a Resolution establishing the 2024 Levy Rates for Veteran's Relief, Developmental Disabilities and Land Assessment Funds for Clallam County

**ACTION TAKEN: CMFm to adopt, CRJs, mc**

5b Resolution adopting the following Budget Revisions:

Auditor – Electrical work necessary for office reconfiguration that was unable to be performed "in-house" as originally planned and will need to be completed by an outside vendor/\$13,220

Health and Human Services - Environmental Health – Modified for processing of invoices being received for contract work performed by the Clallam Conservation District from August-November, 2023 and for county-wide mailing to all Clallam County residents related to water quality and onsite monitoring/\$74,964

**ACTION TAKEN: CMFm to adopt, CRJs, mc**

5c Resolution adopting the following Budget Reductions:

Multiple Funds – 2022 shared services cost allocation true up/\$204,238

**ACTION TAKEN: CMFm to adopt, CRJs, mc**

5d Resolution adopting the following Supplemental Appropriations:

Health and Human Services – Operations – Adding additional revenue received from Washington State Department of Health for the ELC EDE Allocation Grant and from Department of Commerce for the Hotel Leasing and Rapid Rehousing Grant/\$80,241

Public Works – Equipment Rental and Revolving – 2023 costs for vehicle replacements were higher than anticipated, 2022 carryover vehicle was not included in the 2023 budget/\$75,530

Public Works – Clallam Bay Sekiu Sewer – Department of Ecology loan forgiveness for the Value Planning Project/\$100,000

**ACTION TAKEN: CMFm to adopt, CRJs, mc**

## **PUBLIC COMMENT**

- Jeff Tozzer, Sequim, commented on Towne Road (see attached)
- Derek Eberly, Sequim, commented on Towne Road
- Alan Cox, Sequim, commented on Towne Road (see attached)
- Karen Hubert, Sequim, commented on Towne Road
- Ed Telenick, Sequim, commented on Towne Road and Hearing Examiner
- Tim Richard, Sequim, commented on Towne Road
- Mark Miligan, Sequim, commented on Towne Road
- Karin Cummins, Sequim, commented on Towne Road and Noise Ordinance
- Enid Phreaner, Sequim, commented on Towne Road (see attached)
- Kristy Campbell, Sequim, commented on Towne Road
- Linda Prittel, Sequim, commented on Towne Road
- Kate Powell, Sequim, commented on Towne Road
- Ed Watson, Sequim, commented on Towne Road
- Ed Bowen, Clallam Bay, commented on Towne Road, item 1a on work session
- Morgan Fairbanks, Sequim, commented on Towne Road
- Scott Headrick, Sequim, commented on Towne Road
- Nina Sarmiento, Port Angeles commented on 1c, Natural Climate Solutions Program
- Written comments were submitted by the following: John Zey, Sally Kincaid

Meeting concluded at 12:45 p.m. and continued to a hearing regarding consideration of Resolutions adopting the 2024 Clallam County Budget and 2024 Clallam County Budget Emergency Appropriations convening at 5 p.m. Present were Commissioners Johnson and French and Administrator Mielke.

**HEARING(S) – Continued**

- H2 Resolution adopting the 2023 Clallam County Budget  
Resolution adopting 2023 Clallam County Budget Emergency Appropriations
- Mark Lane, Chief Financial Officer, provided a staff report
  - ATM, read the agenda item summary into the record
  - The following provided testimony:
    - Ed Bowen, Clallam Bay

**ACTION TAKEN: CMFm to close the public hearing, CRJs, mc**

Resolution adopting the 2024 Clallam County Budget

**ACTION TAKEN: CMFm to adopt the 2024 budget with the proviso that the Board of Commissioners will review the District Court I Clerk and the Prosecuting Attorney's Office Legal Assistant positions within the next 6 months, CRJs, mc**

Resolution adopting 2024 Clallam County Budget Emergency Appropriations

**ACTION TAKEN: CMFm to adopt, CRJs, mc**

Meeting concluded at 6:35 p.m. and continued to 9 a.m., Monday, December 11, 2023.

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, and KSQM Radio Show during the week of December 4.

PASSED AND ADOPTED this 12<sup>th</sup> day of December 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Mike French

ATTEST:

\_\_\_\_\_  
Loni Gores, MMC, Clerk of the Board

**KEY TO ABBREVIATIONS:**

ATM Administrator Todd Mielke

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CMF Commissioner Mike French

|    |                |
|----|----------------|
| m  | moved          |
| mc | motion carried |
| s  | seconded       |

For Public Record  
Dec. 4, 2023

Public Comment  
John Zey  
12/5/23

Commissioners Ozias, French, and Johnson

How did the bait and switch of the paving of Towne Rd. occur? The original agreement among the county, the Tribe, the Land Trust was to build a new dike to place Towne Rd. on and connect it to the new dike constructed by the Tribe. I donated \$20,000 to this project and feel I have been swindled by public servants catering to special interests who happen to also be the benefactors of the elected officials. The few benefactors of present recognition and possible future recognition are a small fragment of the county's population. Obviously this omnipotent decision was conjured up through private communication of public record to serve the few benefactors. No study or input concerning public safety was taken into account, apparently, nor was the public made aware of this decision-making process by one who seeks omnipotence in his decision with the acquiescence of his fellow commissioners.

Running unopposed does not grant unlimited power. It is my opinion this decision was made to serve a very few benefactors who provided the stimulus for this self-serving decision. And do we know if another benefactor is not going to be revealed in the proposed decision delaying time frame.

Obfuscation has been the name of the game here by all parties involved. K. Leer is an employee and I feel has muddied the waters through beaver tales and other misinformation.

John Zey

Re: Towne Rd.

12-5-23

Public Comment  
12/5/23

Sally Kincaid  
300 Lotzgesell Rd  
Sequim, WA 98382  
209-217-7126  
srkincaid@icloud.com

To the County Commissioners,

There may be logical reasons for not doing the following, but couldn't the county postpone lower priority projects in order to complete the #2 option for Towne Rd? I live on Lotzgesell, across from the county park. I know there have been plans to alter the curve at Kitchen/Dick and Lotzgesell for decades, along with changing the roads in the park. The road in the park is not in danger of falling into the Strait anytime soon. Maybe funding from that project could be shifted to higher priority projects, like Towne Road, which was never intended to be closed, and is important for emergency purposes.

Personally I would love to see Towne Rd open to the community ASAP.

Another idea - how much cheaper (cost savings) would happen from chip sealing vs traditional paving? The current roadbed on Towne Rd seems ready to receive a chip seal finish.

Thank you

Sally R Kincaid

Public comment  
Jeff Tozzer  
12/5/23

My name is Jeff Tozzer, I live in Sequim, and I want Towne Road reopened to through traffic. I originally read this speech two months ago but Commissioner Ozias left during my speech and my microphone was turned off, so I'm reading it again for the public record. I'd like to read the four pillars of the Commissioners' mission statement:

**1) Putting the translated desires of our residents into action through effective communication.**

The degradation of communication began 10 months ago in this very room when there was no public notice that the completion of a massive public works project had been halted. Effective communication continues to be absent today — a vast majority of residents *still* don't know that the original promise of Towne Road has been scrapped. As for residents' translated desires: we desire safe egress during an emergency, we desire that our tax money is used efficiently, and we desire that promises made by County leaders are kept.

**2) Providing comprehensive and exemplary public service levels in a prompt responsive manner.** Commissioners are fairly responsive until the discussion begins to push back or difficult questions are asked. If a response doesn't serve to paint a Commissioner in a positive light, the first attempt is usually to supply unreliable information that makes the Commissioner look favorable. If that option isn't available, tough questions are generally disregarded. It's impossible to appreciate exemplary public service and prompt responses while being lied to or ignored.

**3) Maximizing and enhancing our environmental resources for sustainability and legacy expectations.** The Towne Road levee was built with sustainability at the forefront of every decision and the legacy expectation, promoted by County leaders, is that this road, which has served as a vital, rural link between two communities for over 100 years, will reopen to through traffic.

**4) Celebrating the diversity and inclusiveness of our residents' contributions to our quality of life.** The thousands of residents affected by this closure are diverse indeed — some enjoy walking and cycling, some are housebound and reliant on quick responses from emergency services. Some are business owners who depend on through traffic to keep their enterprises afloat, and some are delivery drivers and farm workers who have incorporated a 5-mile detour into their daily life. When a narrow selection of residents petitioned that Towne Road remain closed, when special and private interests lobbied for County taxpayers to be banned from using a public road that the County taxpayers had paid for (and continue to pay for), the broader interests and concerns of our diverse and, *usually* inclusive community, were ignored.

The County is setting the dangerous precedent that a small number of petitioners, and a handful of special interests, are able to compromise the needs and safety of everyone. We want to know why a handful of special and individual interests can influence 3 Commissioners to halt the completion of a \$20 million dollar, decades long, public works project intended for everyone's benefit. We want to know how 98 signatures can close a road that once saw 180,000 cars per year. Your delay caused the County to lose hundreds of thousands in grant funding and caused the project's final price tag to inflate by over a million dollars. We want to hear the justification for why we, the Clallam County taxpayer, must now cover that cost caused by your delay.

If the Commissioners had viewed this project through the lens of their Mission Statement, we wouldn't be having this discussion about transparency and accountability.

I would like to thank the Board for allowing me to speak briefly today on the completion and reopening of Towne Road, as it was planned, permitted and promised. I previously submitted a letter to the Board last September regarding this issue.

My wife and I reside in the Dungeness/Cline Spit area. We have been more than inconvenienced since Towne Road was closed for the completion of the realignment of the river dike system. It's been closed for over a year, with a fading expectation that it will be reopened to public vehicular use any time soon, if ever.

Towne Road is needed for emergency road access purposes to our area. It is needed by local residents for access to and from Sequim.

It appears from yesterday's meeting of the Board, that improved emergency vehicle access and use issues may be addressed and funded in a timely fashion. My concern, however, is that this gives local residents no assurance that the road will ultimately be reopened for public vehicle use – like it was planned, when this whole project got started. At the end of the day, Towne Road could be made accessible for emergency use only - and otherwise just be a big dog walking trail. Considerable construction cost has already been expended with the intent to complete a paved passable public road on it.

I'm a dog lover and owner and a walking trail enthusiast. This road, however, has a far greater need and purpose to be re-opened for public vehicle use. Not exclusively for another recreational and dog walking trail. Or worse yet, permanently closed for public vehicle use when it was paid for with public taxpayer funding.

I could live with execution and completion of Plan Alternative 2 as recommended by DCD Director Emery, but absolutely only if it is fully executed and includes a paved 2 lane vehicle roadway for use by the public.

Funding stresses and dilemmas you are coping with I believe have to improve in the near future. My county property taxes were increased 30% in 2023, and our 2024 assessment notice received in October indicates yet another 30 % increase. And I checked – these significant tax increases are evidenced by a number of property owners in Clallam County and our local area – not just ourselves.

Do what is right for the tax paying citizens in the local Towne Road area and reopen a paved public use road, as promised.

Thank you for your time and consideration.

Enid Phreaner  
430 Marine Drive  
Sequim, WA

Public Comment  
Enid Phreaner  
12/5/23

12/5/23

My name is Enid Phreaner and I live in Old Towne Dungeness. My husband and I are thrilled to see the changes happening to the lower Dungeness River. We were significant donors to the North Olympic Lands Trust so that they could purchase the land that made Rivers Edge a reality. Part of the Rivers Edge Project was to relocate Towne Road out of the flood plain and onto the top of the levee. Grant funding requires it, emergency services rely on it, 2/3 of the involved public wanted it, the commissioners promised it, and nature benefits from it.

I want to thank Ms. Bauman for alerting us yesterday to how deadly the toxins in tires are to Coho salmon. The 400-500 cars that utilized Towne Road prior to its closure have not disappeared, The noise, pollution, and tire particles these cars produced and deposited on Towne Road have simply moved elsewhere, including Ward Road. Ward Road, is a narrow country lane that runs along the west side of the Dungeness River in places is only about 8 feet from the river. Pollutants can run unchecked right into the river's main channel. The Towne Road levee, whether used as a road or not, is required to have significant storm water treatment which will filter out the tire produced toxins. Since no other road connecting the Dungeness Bay with Sequim has storm water treatment, shouldn't we be encouraging vehicles to use Towne Road as much as possible? Additionally, Towne Road is the most direct route for many of us to reach the center of Sequim. Every time someone has to drive the 4+ miles extra miles to shop at the Creamery, Chi's Farm or to attend church they are burning more fossil fuel and adding unnecessarily to our carbon footprint.

I'd also like to address the amended Option 2 that Mr. Emery described yesterday. It seemed like a good idea on the surface, despite the extra cost. However, when I researched Geofabric I learned it is constructed of plastic. I think we can all agree that needlessly introducing more plastic into the environment is a bad idea.

In our written comments my husband and I each supported Option 1 and given the new information we learned at yesterday's commissioners work session we are even more convinced this is the most environmentally friendly option. We urge the Commissioners to immediately apply the \$1.5 RCO grant to begin paving Towne Road as was intended. Procrastinating does not make completing Towne Road easier, it just makes it more expensive. Thank you.

**From:** Gores, Loni <loni.gores@clallamcountywa.gov>  
**Subject:** RE: Towne Road  
**Date:** September 24, 2023 at 7:08 PM  
**To:** Enid Phreaner <eepslp@gmail.com>

Enid Phreaner,

Your email has been received in the Board of Commissioners Office. I've forward to the Board and the Department of Community Development.

Loni

"My email address has changed! The new format is [Loni.Gores@clallamcountywa.gov](mailto:Loni.Gores@clallamcountywa.gov)  
Please update my contact card as your earliest convenience, Thank you!"

Loni Gores  
Clerk of the Board  
Commissioners Office  
223 East 4th Street, Suite 4  
Port Angeles, WA 98362  
Phone: 360-417-2256

**From:** Enid Phreaner <eepslp@gmail.com>  
**Sent:** Friday, September 22, 2023 6:00 PM  
**To:** Gores, Loni <loni.gores@clallamcountywa.gov>  
**Cc:** Ozias, Mark <mark.ozias@clallamcountywa.gov>; French, Mike <Mike.French@clallamcountywa.gov>; Johnson, Randy <randy.johnson@clallamcountywa.gov>  
**Subject:** Towne Road

Dear Clallam County Board of Commissioners,

I urge you to **PAVE TOWNE ROAD** as a standard width 2 lane road with 4 foot shoulders as was originally scrutinized, planned, and promised. This is the best option to provide for emergency services to reach the residents of Dungeness Bay quickly and provide residents the most direct route between Sequim and the Bay. It also provides the same shoulder space for walkers/bikers that other recently built county roads provide.

The mission statement of the Clallam County Road Department is "To provide safe and efficient roads and trails." Towne Road was designed as a "safe and efficient" road (unlike Marine Drive that has a higher, steeper drop off, is narrower, and has no shoulder - yet hosts more bicyclists and walkers). To reduce Towne Road in anyway from its original plan will make it either not safe or not efficient. Many trails currently exist for walkers and bicyclists (ODT, Dungeness Rec, DNR land ) but there are only three reasonable roads between Sequim and

...but there are only three reasonable roads between Sequim and the Dungeness Bay Area (Cays, Sequim-Dungeness, and Towne). The most efficient route for most residents in this area is Towne Road and by not reopening just .7 miles of it we are forced to add a couple miles to every one-way trip to town and 5 miles one way to shop at the Creamery or Chi's Farms when we once passed by them daily. (We no longer shop at either of these local farms as it is too inconvenient).

Also, eliminating one of the three roads between town and the Bay will put ever increasing pressure on the remaining two roads as population in the area grows. This increased congestion will result in increased 911 response times. The house fire on August 23rd demonstrated how increasing first responder connections can result in tragedy. In times of emergency, seconds and certainly minutes can make the difference between life and death. Hopefully most of us won't need to call on emergency services but without Towne Road's direct connection to town we all may experience increases in our insurance rates, especially since CCFD3 is now considering building on Anderson Road.

Currently, Towne Road is nothing but a private road that is publicly funded for Mr. Eberle and Mr. Huber. Could these two land owners someday move to have Towne Road vacated if they are the only ones allowed to drive on it and few people walk or bike on it? And few people do walk/bike on it, compared to the amount of use it would get as a road. During the heat of the summer, the rains of winter, and the windy days year-round the School House Parking lot sat empty or maybe had a couple of cars. During the 8 - 16 hours of darkness each night the road sits empty. I drive by the Sequim-Dungeness/Towne Road intersection at least twice a day and often four times a day on my detour into town lamenting the extra miles I am putting on my car as .7 miles of Towne Road sits devoid of people when vehicles could and would be using the road.

Please live up to your promise and your mission statement of providing "safe and efficient road(s)" by paving Towne Road in the manner that it was designed.

Sincerely,

Enid Phreaner  
430 Marine Drive



# AGENDA ITEM SUMMARY

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

12-8-23 Items 25+  
12/11/23 +  
12/12/23  
agendas

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-11-23

REGULAR AGENDA ☒ Meeting Date: 12-12-23

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

## Item summary:

- |                                           |                                                                                             |
|-------------------------------------------|---------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract #                                |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item                  |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input checked="" type="checkbox"/> Other - Letter |

Documents exempt from public disclosure attached: ☐

## Executive summary:

The Board of Commissioners received a letter dated December 6, 2023 from the District and Municipal Court Judges' Association Council on Independent Courts regarding the Clallam County District Court Clerk III position. The Board of Commissioners will consider a response.

**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?)  
Review letter from the District and Municipal Court Judges' Association Council on Independent Courts and consider a response.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 12-8-23

\* 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)

# ***District and Municipal Court Judges' Association Council on Independent Courts***

## **Members**

### **Chair**

**JUDGE REBECCA C. ROBERTSON**  
King County District Court  
(206) 477-4402

**JUDGE CAROLYN BENZEL**  
Adams County District Court  
(509) 486-2036

**JUDGE VALERIE S. BOUFFIQU**  
Lynnwood Municipal Court  
(425) 241-0901

**COMMISSIONER RONALD COSTECK**  
Island County District Court  
(360) 202-1234

**JUDGE JEFFREY D. GOODWIN**  
Snohomish County District Court  
(425) 744-6803

**JUDGE STEPHEN GREER**  
Shelton Municipal Court  
(360) 968-9834

**JUDGE DAVID LARSON**  
Federal Way Municipal Court  
(253) 835-3012

**JUDGE MARY LOGAN**  
Spokane Municipal Court  
(509) 622-5862

**JUDGE JESSICA K. NESS**  
Monroe Municipal Court  
(206) 919-3073

**JUDGE DAVID NEUPERT**  
Clallam County District Court  
(360) 417-2451

**JUDGE JONATHAN RANDS**  
Whatcom County District Court  
(360) 778-5400

**JUDGE SHANE SEAMAN**  
Kitsap County District Court  
(360) 337-7261

**JUDGE GEORGE A. STEELE**  
Mason County District Court  
(360) 427-9670

### **Ex-Officio**

**JUDGE JEFFREY R. SMITH**  
Snohomish County District Court  
(509) 477-2959

December 6, 2023

Clallam County Commissioners  
Mark Ozias, District 1  
Randy Johnson, District 2  
Mike French, District 3  
223 E 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362

## **VIA EMAIL**

Dear Commissioners Ozias, Johnson, and French,

My name is Judge Rebecca Robertson and I'm writing to you as the Chair of the District and Municipal Courts Judges' Association's Council on Independent Courts. We understand that Clallam County, like many jurisdictions, is facing a budget shortfall and cuts need to be made. As a proposed budget savings, it is my understanding that the County Administrator has determined that Clallam County District Court should cut a Court Clerk III position.

In Washington State there is a very strict separation of powers between the three branches of government. While the Executive Branch does provide salary and benefits to court employees, only the Court has authority to hire, terminate, or discipline employees.

Washington State Supreme Court General Rule 29 (The Presiding Judges' Rule) states that judges have control over the management and administration of the court's business and employees, including hiring, discipline, and termination (GR 29(f)). This court rule has been construed to mean that while the Executive Branch controls the budget, the Court maintains control over its employees, including whether to retain them.

We appreciate that you may need to cut the Court's budget and that you have the authority to do so. However, the Court is the one that must determine where the cuts should take place.

As I am sure you know, the Court provides constitutionally mandated services to Clallam County citizens. Budget cuts may significantly affect the Court's ability to maintain those services at constitutionally

Clallam County Commissioners  
December 6, 2023  
Page 2 of 2

required levels. I would strongly encourage you to work with Judge Neupert on these difficult budget issues and discuss what can and cannot be eliminated from the budget.

Myself, my colleagues from the Council on Independent Courts, and the Administrative Office of the Courts Chief Legal Counsel are more than happy to discuss these issues with you and to assist you if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rebecca Robertson".

Judge Rebecca Robertson  
Chair, Council on Independent Courts  
District and Municipal Court Judges' Association  
206-477-4402  
rebrobertson@kingcounty.gov

CC: Scott Ahlf, AOC Chief Legal Counsel/Court Services Division Director  
Judge David Neupert, Clallam County District Court



**MARK OZIAS, District 1, Chair**  
**RANDY JOHNSON, District 2**  
**MIKE FRENCH, District 3**

## Board of Clallam County Commissioners

223 East 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362-3015  
360.417.2233 Fax: 360.417.2493  
Email: [commissioners@clallamcountywa.gov](mailto:commissioners@clallamcountywa.gov)

**TODD MIELKE, County Administrator**

December 12, 2023

Judge Rebecca C. Robertson  
Chair, Council on Independent Courts  
District and Municipal Court Judges' Association  
Administrative Office of the Courts  
P.O. Box 41170  
Olympia, WA 98504

### **VIA E-MAIL**

Dear Judge Robertson;

We are in receipt of your letter dated December 6, 2023 regarding our decision to reduce funding to Clallam County District Court 1, as well as other county departments, in our 2024 adopted budget. There were additional elements incorporated in our decision that were not reflected in your letter that we wish to provide.

You are correct in that like many governmental entities in Washington State, Clallam County is facing a budget shortfall amid uncontrollable rising costs. We have experienced double-digit inflation in insurance costs (if we can even find insurance), extraordinary increases in workers' compensation costs, and our costs for labor and services are increasing at substantially higher rates than our revenues. As we're sure you're aware, we have extremely limited authority to raise taxes without a vote of our citizens and do not have the same taxing authority as cities and the state – we do not have authority to impose either utility taxes nor business taxes as a way of diversifying our revenue streams.

Most importantly, Clallam County does not have the ability to expend funds it does not have. That starts with the requirement that we align our revenues and expenditures.

In preparing our 2024 budget, through reductions in expenditures in multiple categories, we reduced our projected deficit from more than \$2.6 million to approximately \$780,000. As we focused on closing this final \$780,000 deficit, we decided to avoid any layoffs of existing county personnel and look at currently vacant positions supported by the County General Fund. We identified 7 positions that had a salary+benefits impact of approximately \$562,000. Additionally, we looked at the

workload trends provided by each department in their annual budget requests to determine where workloads were shifting in the County. No department was singled out as part of this analysis. Again, we looked at currently vacant positions with the exception of our 24/7 public safety operations including the jail, juvenile detention facility, and Sheriff's deputies where we struggle to maintain minimum staffing levels.

The seven vacant positions included a juvenile probation officer, CAP volunteer coordinator, a legal assistant in the Prosecutor's Office, an environmental health specialist, customer service specialist, the court clerk position, and an analyst position within our own Commissioner's office. We informed each department, including Judge Neupert, that their budgets were being reduced by an amount equivalent to the salary and benefits costs of the relevant position on an indefinite basis and requested they consider the re-balancing of workloads with existing staff.

It should be noted that two of our elected officials – the Prosecutor and the Sheriff – have embraced the difficult financial situation facing the County and are doing what was requested. The Prosecutor is shifting the workload to other legal assistants and has requested that we review the situation mid-year to determine whether the financial status of the County has changed. The Sheriff had a vacant 1/2-time position and requested the ability to pursue a reorganization of his staff. He returned with a proposal to eliminate the equivalent of a 1/2-time FTE, re-classified employees to transfer workloads, and proposed even greater savings than what the Finance Department had identified.

As we did with the other departments, we also reviewed the trend information that District Court 1 has provided to our Finance Department each year as part of their budget request. Specific to total caseloads, we noted that in 2019, District Court 1 listed a total caseload of 8,541 cases. In 2022 (the last full year for which we have data), they listed their total caseload as 5,798 cases. This represents a 32% reduction in caseloads -- all while maintaining the same staffing levels. With this reduction in caseloads, we believe any reasonable analysis would conclude there should be available capacity to reassign workloads.

In the initial discussion between Judge Neupert and our County Administrator wherein this information was conveyed and the Judge was asked to reorganize in response to this reduced funding, it was Judge Neupert that stated he wasn't sure how he would reorganize his workload and that he had no one assisting him to do so. Our County Administrator offered to assist in identifying options, but stated he understood the separation of powers and did not want to insert himself in that process unless the judge requested it.

Our action was to reduce funding to District Court 1 by an amount equivalent to the salary and benefit cost of a Court Clerk III (\$87,773 annually) for an indefinite period and ask the Court to reorganize accordingly. The focus is on the dollar amount, not the individual assignments of staff working in District Court 1. We agree that Judge Neupert has discretion over the administration of the court provided the action does not commit the County to any additional financial liability. In your letter, you acknowledge the Commissioners' role in adopting a budget wherein you state, "We appreciate that you may need to cut the Court's budget and that you have the authority to do so..."

Looking into the future, Clallam County is facing financial challenges rooted in the structural imbalance of a county financing model that does not provide revenues that grow at the same rate as expenditures. As an extension of the State at the local level, we are either constitutionally or statutorily mandated to provide a number of services – whether it be the criminal justice system (courts, jail, law enforcement, Prosecutor, indigent defense, juvenile justice, etc.), assessor,

treasurer, coroner, auditor, land use, public health, or a host of environmental regulations. Unfortunately, we are challenged to meet these many mandates to the fullest extent we would like.

We are committed to continue working with all of our elected officials, including Judge Neupert, to navigate these difficult times. While adopting our budget, we clearly adopted a review of the funding of these positions halfway into the year. In return, we would request that they consider potential solutions with a "big picture" approach and consider the County's overall ability to meet all of its mandates and desires of its citizenry, not just their own department.

Please don't hesitate to contact us should you have any further questions or comments, or would like to discuss this matter further.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

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Mike French

CC: Scott Ahlf, AOC Chief Legal Counsel/Court Services Division Director  
Judge David Neupert, Clallam County District Court

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# AGENDA ITEM SUMMARY

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

DEC 12 2023

Department: Sheriff

WORK SESSION ☒ Meeting Date: 12/4/23

REGULAR AGENDA ☒ Meeting Date: 12/12/23

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

**Item summary:**

- |                                           |                                                                                     |                                      |
|-------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 11003-23-01 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                               | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                            | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

**Executive summary:** The Boating safety grant renews annually with this new performance period ending Sept 30, 2024. Boating Safety funds are awarded from the State Parks and Recreation Commission for the purpose of enhancing boating safety performance and education outreach in order to reduce recreational boating casualties and ensure a safe boating environment for all users. Our boating unit uses these funds for overtime or operational supplies in exchange for reporting and conference attendance requirements.

**Budgetary impact:** Already included in 2024 budget

**Recommended action:** Board approval

**County Official signature & print name:** Brian King, Sheriff

Handwritten signature of Brian King, Sheriff.

**Name of Employee/Stakeholder attending meeting:** Amy Bundy

**Relevant Departments:** Sheriff

**Date submitted:** 11/28/23

\* 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)



## **INTERGOVERNMENTAL AGREEMENT**

**Between**

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

**And**

**Clallam County Sheriff's Office**

**Agency Size Category: Medium**

**Marine Lead: Brian Knutson, 360-460-6897**

**AGREEMENT# LE: MLE1306**

**THIS AGREEMENT** is between the Washington State Parks and Recreation Commission, "STATE PARKS," and Clallam County Sheriff's Office the "AGENCY".

**THE PURPOSE OF THIS AGREEMENT** is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

### **SUMMARY STATEMENT**

In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

### **PERIOD OF PERFORMANCE**

The term of this agreement, once signed by STATE PARKS, shall end on September 30, 2024.

## **RECORDS MAINTENANCE**

The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

## **INDEMNIFICATION**

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

## **TERMINATION FOR CAUSE**

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remedying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the option to terminate this agreement. If AGENCY disagrees with STATE PARKS' decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

## **DISPUTES**

In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

## **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Summary Statement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

## **WAIVER**

A failure by either party to exercise its rights under this agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such, in writing, signed by an authorized representative of the party, and attached to the original agreement.

### **SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

### **ALL WRITINGS CONTAINED HEREIN**

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement exist or bind the parties.

### **CONTRACT MANAGEMENT**

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:

Brian Knutson, Sergeant

Clallam County Sheriff's Office

360-460-6897

brian.knutson@clallamcountywa.gov

The Contract Representative for STATE PARKS is:

Bryan Alexander, Marine Law Enforcement Coordinator

(360) 902-8835.

IN WITNESS WHEREOF, the parties have executed this agreement.

**Washington State Parks and  
Recreation Commission**

Clallam County

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Chair of the Board, Clallam County Commissioners

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

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

Approved As To Form:

Michael Young

Asst. Attorney General

12/21/17



Approved as to Form  
Deputy Prosecutor

**Exhibit A**  
**AGENCY REQUIREMENTS**

**Signed Agreement:**

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2023.

**Designated Marine Lead / Conference Attendance / Surveys:**

AGENCY must designate a "Marine Lead" - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY's Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections and warnings. Inspections can be entered into SECTOR at the time of the inspections or at a later time.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

**Reporting Recreational Boating Activities and Financial Data:**

**Training Currency Forms:** AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.

**Summary of Activity Report Web Forms:** AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

**Utilize SOAR Web Forms:** AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

**Reporting Frequency:** AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

**Review and Approval of SOAR:** STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

**Due Dates:** The SOAR is due to STATE PARKS by the 15<sup>th</sup> of the month following the end of the quarter as follows:

| Quarter        | Beginning Date | End Date     | SOAR Due Date |
|----------------|----------------|--------------|---------------|
| First Quarter  | January 1      | March 31     | April 15      |
| Second Quarter | April 1        | June 30      | July 15       |
| Third Quarter  | July 1         | September 30 | October 15    |
| Fourth Quarter | November 1     | December 31  | January 15    |

**Vessel Registration Fee Expenditure Report:** AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.

**EXHIBIT B**  
**FUNDING REQUIREMENTS**

**AGENCY Financial System Report:** AGENCY agrees to provide STATE PARKS with a report from the AGENCY'S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

**VRF Fund Balance Report:** AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report ("Total Remaining Balance of State VRF funds for Fiscal Year").

**Provide Local Spending:** AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

**Limitation on Use of Funds:** AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants," as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: <http://mle.parks.wa.gov/>. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person's time.

**Local Ordinances, STATE PARKS notification:** AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.

**EXHIBIT C**  
**OPERATIONAL REQUIREMENTS**

**Officer/Deputy Qualifications:** AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

**Officer/Deputy Training Required:** AGENCY agrees to ensure that all officers/ deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS agrees to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. The AGENCY recognizes the National Association of Boating Law Administrators' Boating Crewmember Course or the Federal Law Enforcement Training Centers' Marine Law Enforcement Training Program as an equivalent course. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

**New Programs, Officers/Deputies, Must Acquire Training Within One Year:** AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

**Training Currency:** AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

**Document Additional Training:** AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

**Vessels and Equipment:** AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

**Vessel, Aircraft, Vehicle and Equipment Inventory Required:** AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the

recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.

Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
  - Name
  - Manufacturer
  - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or “hardwired”. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
  - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or “hardwired” OR portable cased units that are taken on an off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
  - Model
  - Length
  - Type of propulsion
  - Horsepower
  - Year purchased
  - Funds used to purchase the vessel (local, state, or federal)
  - Percent of time employed for the RBS mission
  
- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
  - Aircraft type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission
  
- **Vehicles:** Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
  - Vehicle Type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission

- **Equipment Valued at \$5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 dollars or more. Only items listed under “allowable expenses” defined in the document “Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants” (found on the MLE Forms Website at <http://mle.parks.wa.gov/>) should be purchased with vessel registration fees.
  - Equipment Type
  - Manufacturer
  - Model
  - Year purchased
  - Funds used for Purchase (local, state, federal)

**Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided Federal Funding:** AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY’s policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

**Boating Accident Reports Required, Timeline to Submission:** AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
  - Notify STATE PARKS within 48 hours of becoming aware of the incident.
  - Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
  - Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
  - Submit, within one week of completion, any coroner’s reports concerning the death of any person resulting from the boating accident.
- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

**Boater Assistance:** AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY’s jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- **Search & Rescue/Recovery:** Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist:** An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

**Boating Safety Patrols Required, Minimum Hours:** AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 133, Medium – 255, Large - 436) per year during peak boating hours within AGENCY's jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

**Enforcement of Boating Laws Required:** AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of inspections and warnings for each type of boating violation through SECTOR either at the time of the inspection or at a later time. STATE PARKS recommends that AGENCY adopt a zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

**Boating Safety Inspections Required:** AGENCY shall complete a minimum number of written boating safety inspections based on their agency size (Small – 92, Medium – 283, Large – 372) using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. AGENCY shall enter all inspections through SECTOR either at the time of the inspections or at a later time.

**Boating Safety Education Program Required, Designated Officer or Deputy:** AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated officer or deputy will oversee AGENCY's boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY's jurisdiction.

**Waterway Marking:** AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY's jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.

**EXHIBIT D**  
**NOTES AND DEFINITIONS**

Washington STATE PARKS' Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

**Approved Program:** A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks and is in good standing.

**Boating Safety Patrol:** The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours. The patrol hours do not include transit time to the body of water to be patrolled.

**Instructor Qualified Certified Boating Education Instructors:** Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

**Local Spending:** These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

**Peak Boating Hours:** STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS also recognizes that AGENCY may be impacted by non-traditional Peak Boating seasons due to hunting and fishing activities. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more

hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

**RBS Activities:** AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

**Trained:** Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

**Web-enabled Forms:** These are forms located on the website <http://mle.parks.wa.gov/> that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

NOTE: Use of SECTOR is mandatory during all operating hours.

**EXHIBIT E**  
**FINANCIAL REPORT EXAMPLES**

Example of a VRF Fund Balance Report

XXXXXX County  
Fund Master – All Funds  
Balances as of 06/06/2017

| Key                | Cash in Funds | Pooled Cash | Pooled Investment | Investment Funds | Cash & Investments | Total Payables | Available Funds |
|--------------------|---------------|-------------|-------------------|------------------|--------------------|----------------|-----------------|
| 130-Boating Safety | 57,294.64     | 0.00        | 0.00              | 0.00             | 57,294.64          | 7,300.64       | 64,595.28       |
|                    | 57,294.64     | 0.00        | 0.00              | 0.00             | 57,294.64          | 7,300.64       | 64,595.28       |



Balance as of 06/06/2017 matches  
Bottom Line (Total Remaining  
Balance on VRF Report

Example of a Financial System Report

XXXXXXX County  
Treasurer Cash Receipt  
Receipt #  
EFWA12345678

Date of  
Transfer /  
Deposit

Date: 060602017

Received From: StateOfWAMonthlyEFT

Customer ID # 8910

Clerk: David Smith

| Fund/Key             | Revenue  | Description          | Amount      |
|----------------------|----------|----------------------|-------------|
| 130                  | 33600840 | State Boating Safety | \$20,744.72 |
| Total Receipt Amount |          |                      | \$20,744.72 |

Deposited into  
Dedicated Account  
For Boating Safety

Correct Amount  
Received

## EXHIBIT F

### EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Education Classes:** This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
  - Small Agency, 15 students, 1 Class
  - Medium Agency, 20 students, 1 Class
  - Large Agency, 50 students, 1 Class
- **Boating Safety Presentations to Groups:** These are boating safety presentations to various groups, yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours
- **Boating Safety Presentations to Schools:** These are presentations to local public and private schools, K-12, colleges or universities.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours
- **Vessel Rental Site Visits:** These are site visits to local vessel rental sites if they exist. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 04/2017). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviours such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
  - Small Agency, 2 visits
  - Medium Agency, 4 visits
  - Large Agency, 6 visits
- **Participation in Community Events:** These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a "Community Event". Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
  - Small Agency, 40 hours
  - Medium Agency, 150 hours
  - Large Agency, 275 hours
- **Vessel Dealer Site Visits:** These are visits to vessel dealerships and brokers, where applicable, to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.

- Small Agency, 5 visits
  - Medium Agency, 10 visits
  - Large Agency, 15 visits
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program's effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
    - Small Agency, 1 hour
    - Medium Agency, 3 hours
    - Large Agency, 5 hours

**Media Contacts:** Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours
- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.
  - The Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
  - The Spring Aboard campaign is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
  - National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to

participate in “Wear IT” events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council.

- Safe Paddling Week is a new campaign being sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviours such as always wearing a PFD, obtaining training etc.

## EXHIBIT G

### DATA ENTERED ON THE A-299 FORM

Washington State Parks & Recreation Commission – Recreational Boating Program

Request for Boating Safety Program Approval

Application Year:

2024

| AGENCY INFO                                      |                            |
|--------------------------------------------------|----------------------------|
| Agency Name                                      | Agency Size                |
| Clallam County                                   | Medium                     |
| Agency Signing Officer Title                     | Signing Officer First Name |
| Chair of the Board, Clallam County Commissioners | Mark                       |
| Signing Officer Last Name                        | Dedicated Account Number   |
| Ozias                                            | 11003                      |

### STAFFING

| Roles                              | SAW ID | Rank     | First Name | Last Name | Commission | FT/PT              | Email Address                    | Date of Marine L.E. Training | Training Current? | Non-WA Parks Courses |
|------------------------------------|--------|----------|------------|-----------|------------|--------------------|----------------------------------|------------------------------|-------------------|----------------------|
| Supervisor, Boating Safety Officer |        | Sergeant | Eric       | Munger    | Regular    | Part time/Seasonal | eric.munger@clallamcountywa.gov  | 5/10/2007                    | Yes               |                      |
| Lead Accident Investigator,        |        | Deputy   | William    | Cortani   | Regular    | Part time/Seasonal | bill.cortani@clallamcountywa.gov | 4/11/2013                    | Yes               |                      |

|                                                                                                |           |          |        |          |         |                          |                                   |           |     |  |
|------------------------------------------------------------------------------------------------|-----------|----------|--------|----------|---------|--------------------------|-----------------------------------|-----------|-----|--|
| Boating Safety Officer, Certified Boating Ed Instructor                                        |           |          |        |          |         |                          |                                   |           |     |  |
| Boating Safety Officer, Coordinator of Boating Education, Fiscal Lead, Marine Lead, Supervisor | bdknutson | Sergeant | Brian  | Knutson  | Regular | Part time/Seasonal       | brian.knutson@clallamcountywa.gov | 5/18/2017 | Yes |  |
| Boating Safety Officer                                                                         |           | Deputy   | Jim    | Dixon    | Regular | Part time/Seasonal       | jim.dixon@clallamcountywa.gov     | 5/18/2017 | Yes |  |
| Boating Safety Officer                                                                         |           | Deputy   | Jeff   | Pickrell | Regular | No longer on marine unit | jpickrell@co.clallam.wa.us        | 4/13/2014 | Yes |  |
| Boating Safety Officer                                                                         |           | Deputy   | Eric   | Morris   |         | Resigned                 |                                   | 5/3/2018  | Yes |  |
| Boating Safety Officer                                                                         |           | Deputy   | Sean   | Hoban    | Regular | No longer on marine unit | shoban@co.clallam.wa.us           | 5/3/2018  | Yes |  |
| Boating Safety Officer                                                                         |           | Deputy   | Dylan  | Heck     | Regular | Part time/Seasonal       | dylan.heck@clallamcountywa.gov    | 9/24/2020 | Yes |  |
| Boating Safety Officer                                                                         |           | Deputy   | Cody   | Anderson | Regular | No longer on marine unit | cody.anderson@clallamcountywa.gov | 9/24/2020 | Yes |  |
| Boating Safety Officer                                                                         |           | Deputy   | Donald | Kitchen  |         | Resigned                 |                                   | 5/13/2021 | Yes |  |
| Boating Safety Officer                                                                         |           | Deputy   | Seth   | Parker   |         | Resigned                 |                                   | 5/5/2022  | Yes |  |

|                        |  |        |          |         |         |                    |                                      |           |     |  |
|------------------------|--|--------|----------|---------|---------|--------------------|--------------------------------------|-----------|-----|--|
| Boating Safety Officer |  | Deputy | Hector   | Eagan   | Regular | Part time/Seasonal | hector.eagan@clallamcountywa.gov     | 5/5/2022  | Yes |  |
| Boating Safety Officer |  | Deputy | Nicholas | Cannady | Regular | Part time/Seasonal | nicholas.cannady@clallamcountywa.gov | 4/27/2023 | Yes |  |

|                                        |                                                  |
|----------------------------------------|--------------------------------------------------|
| <b>Number of Full Time RBS Officer</b> | <b>Number of Part Time/Seasonal RBS Officers</b> |
| 0.00                                   | 7.00                                             |
| <b>Number of Other RBS Officers</b>    | <b>Marine Lead Mobile Phone</b>                  |
| 0.00                                   | 360-460-6897                                     |

#### BOAT PATROL SCHEDULE

|                             |                           |
|-----------------------------|---------------------------|
| <b>Patrol Season Begins</b> | <b>Patrol Season Ends</b> |
| 1/1/2024                    | 12/31/2024                |

|                    | Sun  | Mon  | Tue  | Wed  | Thu  | Fri  | Sat  |
|--------------------|------|------|------|------|------|------|------|
| Patrol Hours       | 0.00 | 0.00 | 0.00 | 8.00 | 0.00 | 0.00 | 8.00 |
| Number of Officers | 0.00 | 0.00 | 0.00 | 3.00 | 0.00 | 0.00 | 3.00 |
| Number of Vessels  | 0.00 | 0.00 | 0.00 | 1.00 | 0.00 | 0.00 | 1.00 |

**Total Planned Patrol Hours**  
**300.00**

**Total Planned Inspections**  
**300.00**

#### RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES

| Type | Vessel Name | Vehicle/Aircraft/Equipment Type | Manufacturer | Sector/Radio | Model | Length | Propulsion Type | Horse Power | Year | Funds Used for Purchase | % Time Used for RBS |
|------|-------------|---------------------------------|--------------|--------------|-------|--------|-----------------|-------------|------|-------------------------|---------------------|
|------|-------------|---------------------------------|--------------|--------------|-------|--------|-----------------|-------------|------|-------------------------|---------------------|

|          |           |       |           |                                 |                |       |          |        |       |                                                    |        |
|----------|-----------|-------|-----------|---------------------------------|----------------|-------|----------|--------|-------|----------------------------------------------------|--------|
| Vessels  | Commander |       | Lifeproof | SECTOR equipped,Radio equipped, | Center console | 21.00 | Outboard | 250.00 | 2,023 | Federal Financial Assistance provided by WA Parks, | 100.00 |
| Vessels  | Protector |       | Lee Shore | SECTOR equipped,Radio equipped, | Swiftsilver    | 26.00 | Outboard | 400.00 | 2,011 |                                                    | 95.00  |
| Vessels  | (None)    |       | Alumaweld | Radio equipped,                 | Alumaweld      | 16.00 | Manual   | 1.00   | 1,985 |                                                    | 1.00   |
| Vehicles |           | Truck | Chevrolet |                                 | Silverado      |       |          |        | 2,012 |                                                    | 98.00  |

|                                          |                                              |
|------------------------------------------|----------------------------------------------|
| <b>Number of Radio Equipped Boats</b>    | <b>Number of Non-Radio Equipped Boats</b>    |
| 3.00                                     | 0.00                                         |
| <b>Number of Aircraft</b>                | <b>Number of Other Patrol Vehicles</b>       |
| 0.00                                     | 1.00                                         |
| <b>Number of Vessels SECTOR Equipped</b> | <b>Number of Vessels Non-SECTOR Equipped</b> |
| 2.00                                     | 1.00                                         |

## LOCAL ORDINANCES



## AGENDA ITEM SUMMARY

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

DEC 12 2023

Department: Sheriff

WORK SESSION ☒ Meeting Date: 12/4/23

REGULAR AGENDA ☒ Meeting Date: 12/12/23

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

**Item summary:**

- ☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 815-23-06
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

**Executive summary:** Norpoint Services has been providing courthouse security since mid 2022, when the jail staffing levels fell to critical minimums and the corrections deputies could no longer staff that auxiliary assignment. We recently requested and accepted bids for courthouse security services, since this ongoing need has surpassed the temporary and emergency nature of the initial contract.

Two companies submit bids through this process, and based on the hourly wages required by each, the Sheriff's Office recommends that the County accept the bid from Norpoint Security and continue working with that company to provide security services.

**Budgetary impact:** The first \$53,000 of contract costs will be reimbursed through a Rural Court Security grant awarded to the Superior Court of Clallam County. The Sheriff's Office budget will be evaluated during the first several months of 2024 to determine whether salary budget will be available to reallocate towards this contract or whether general fund support will be needed.

**Recommended action:** Board approval

**County Official signature & print name:** Brian King, Sheriff

A handwritten signature in blue ink, appearing to read "Brian King", written over a horizontal line.

**Name of Employee/Stakeholder attending meeting:** Don Wenzl

**Relevant Departments:** Sheriff

**Date submitted:** 11/28/23

\* 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)



## BID, RFP, OR QUOTE CONFIRMATION

**\*\*FORMAL BID OR RFP** ☒ **INFORMAL QUOTE** ☐

**Opening or Solicitation Date:** 11/21/2023

**Department:** Clallam County Sheriff's Office

**Description of Purchase, Project, or Proposal: (Contract )**  
Security Services at the Clallam County Courthouse and Clallam County Juvenile and Family Center

**Bidder 1:** SECURITY SERVICES NORTHWEST  
**Total Price\*:** **\$75.00/HOUR** **Meets All Bid Requirements?** YES  
**Comments:** Based on proposal request, the cost for armed security services at both buildings will be approximately \$27,000 per month (\$6750 per week).

**Bidder 2:** NORPOINT PROTECTIVE SERVICES  
**Total Price\*:** **\$55.00/HOUR** **Meets All Bid Requirements?** YES  
**Comments:** Based on proposal request, the cost for armed security services at both buildings will be approximately \$19,800 per month (\$4950 per week).

**Bidder 3:** N/A  
**Total Price\*:** **Meets All Bid Requirements?**  
**Comments:**

**Bidder 4:** N/A  
**Total Price\*:** **Meets All Bid Requirements?**  
**Comments:**

**Bidder 5:** N/A  
**Total Price\*:** **Meets All Bid Requirements?**  
**Comments:**

**Recommended Action and Reason:** Based on the proposals, both bidders can satisfactorily meet our requirements for providing armed security services of the Clallam County Courthouse and Clallam County Juvenile and Family Center. The Sheriff's Office recommends Norpoint Protective Services due to the cost differential associated with providing the service and their already established relationship with Clallam County.

**County Official Signature:**

A handwritten signature in black ink, appearing to read "Bridget King", written over a horizontal line.

**Date Submitted:** 11/28/2023

\* Including Tax, Shipping, etc. If county is including alternatives or options, price for each bidder should include the same alternatives or options.

\*\* See Purchasing and Contracting Policy 560 for detailed requirements



**PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Norpoint Protective Services  
Address: 1010 South C Street  
Port Angeles, WA 98363  
Phone N°: 877.667.7676

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C – General Conditions
- ☒ Attachment D – Special Terms and Conditions
- ☒ Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2024. This contract may be extended with a review of rates, services, and needs of CCSO and County Administrative staff.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 2023.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Steven Bentley, Norpoint Protective Services

\_\_\_\_\_  
Mark Ozias, Chair

Title: \_\_\_\_\_

Date: \_\_\_\_\_ 2023

Originals: BOCC  
Vendor  
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO  
FORM BY THE CLALLAM COUNTY PROSECUTING  
ATTORNEY

**SCOPE OF WORK**

1. Norpoint Protective Services (NPS) will provide armed security services at, and for the Clallam County Courthouse located at 223 E 4th Street, Port Angeles, WA 98362 and the Clallam County Juvenile and Family Services Facility courtroom at 1912 W. 18th Street, Port Angeles, WA 98363.
2. NPS will provide properly trained, uniformed, and equipped licensed security personnel at the Courthouse, 8 hours a day, 5 days a week, Monday - Friday, except for County recognized holidays, from January 1st, 2024, until June 30th, 2024.
3. NPS will provide security personnel at the Juvenile and Family Services courtroom at 1912 W. 18th Street up to ten hours per week, on a schedule to be determined and flexible based on that court schedule each week.
4. NPS security officer will be posted inside the courthouse for monitoring of the courthouse, courtrooms, BOCC public meetings on Tuesdays, and be posted at the security desk on the main floor and roaming as instructed. On scheduled dates determined by the Juvenile Court, an NPS security officer will be posted in or near the juvenile courtroom.
5. NPS will not under any circumstances, as a government agent, contractor, or at the request of a private entity, citizen or any other, act in a manner that would violate any constitutional rights or freedoms available to an American citizen. Any requests will be immediately reported to an NPS supervisor and CCSO contract manager.
6. Due to any state of emergency, pandemics, or other uncontrollable mitigating factors, NPS reserves all rights to modification of how services are rendered and carried out, acting in the best interests of NPS personnel, the client, as conditions worsen or lessen, at our sole discretion, while providing the required security coverage.
7. NPS will be supplied radios for communication to CC Courthouse staff. NPS will also be supplied a radio for communications to PENCOM, CCSO deputies, and other local LE and Fire agencies as needed in the event of an emergency. Radios will be stored on the chargers in the Courthouse security office when not in use during business hours.
8. NPS Security officers and supervisors will have access to necessary portions of the Clallam County courthouse and Juvenile Facility building, while on duty, and be provided the necessary credentials, physical keys, and digital access cards labeled "CC Court House Security" by the contract manager by start date.
9. NPS Security Officers will act at the request of CCSO deputies, Court Room Commissioners and Judges, in the capacity contracted and authorized to perform.
10. All Invoices will be based on actual costs.

**COMPENSATION**

☒ **HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

| SERVICE                            | RATE             | DURATION                                                            | ANTICIPATED TOTALS      |
|------------------------------------|------------------|---------------------------------------------------------------------|-------------------------|
| Courthouse Security Officer        | \$55.00 per hour | 8 hours per day (8:30am to 4:30pm)<br>Closed weekends and holidays. | 125 Days<br>\$55,000.00 |
| Courthouse Security Officer        | \$55.00 per hour | 8 hours per day (8:30am to 4:30pm)<br>Closed weekends and holidays. | 125 Days<br>\$55,000.00 |
| Juvenile Services Security Officer | \$55.00 per hour | Ten (10) hours per week, scheduled based on court schedule.         | 26 weeks<br>\$14,300.00 |
| <b>TOTAL</b>                       |                  |                                                                     | <b>\$124,300.00</b>     |

Payments for completed tasks shall be made no more frequently than ☒ every two weeks.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested

In no event shall Contractor be compensated in excess of ONE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED DOLLARS (\$124,300.00) for the completed work set forth in Attachment "A."

**2. AND**

☒ The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

**GENERAL CONDITIONS**

1. **Scope of Contractor's Services.** The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. **Accounting and Payment for Contractor Services.** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. **Delegation and Subcontracting.** Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. **No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. **Right to Review.** This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the Agreement and its

performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. **Modifications.** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. **Termination for Default.** If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. **Termination for Public Convenience.** The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. **Termination Due to Insufficient Funds.** If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. **Termination Procedure.** The following provisions apply in the event that this Agreement is terminated:
  - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. **Defense and Indemnity Agreement.**
  - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to

property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. **Industrial Insurance Waiver.** With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. **Venue and Choice of Law.** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. **Withholding Payment.** In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
  - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.  
  
In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
  - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Don Wenzl  
Title: Chief Corrections Deputy  
Address: 223 E. 4<sup>th</sup> Street Port Angeles, WA 98362  
Telephone: 360-417-2356  
E-mail: Don.Wenz@ClallamCountyWA.gov  
Fax: 360-417-2499

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

**SPECIAL TERMS AND CONDITIONS**

1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☒ Other (specify): Weekly

Progress reports shall include, at a minimum, the following: All incidents requiring NPT at the facility.

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.



2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

**COMMERCIAL GENERAL LIABILITY:**

|                                |             |                |
|--------------------------------|-------------|----------------|
| Bodily injury, including death | \$1,000,000 | per occurrence |
|                                | \$2,000,000 | aggregate      |
| Property damage                | \$1,000,000 | per occurrence |
|                                | \$2,000,000 | aggregate      |



**ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail)

\$2,000,000 per occurrence



**WORKERS COMPENSATION:**

Statutory amount

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- |                                           |    |                |
|-------------------------------------------|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
|                                           | \$ | aggregate      |
| Property damage liability                 | \$ | per occurrence |
|                                           | \$ | aggregate      |
- ☒ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed \_\_\_\_\_ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

- ☐ 4. Other (specify): \_\_\_\_\_



24  
DEC 12 2023

## AGENDA ITEM SUMMARY

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

**Department: Public Works**

**WORK SESSION**     ☒ **Meeting Date: December 4, 2023**

**REGULAR AGENDA**   ☒ **Meeting Date: December 12, 2023**

**Required originals approved and attached?** ☒

**Will be provided on:**

**Item summary:**

- |                                           |                                                                                     |                                                           |
|-------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 304-21-001E |                                                           |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                               | <input type="checkbox"/> Budget Item                      |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                            | <input checked="" type="checkbox"/> Other: Project Update |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

The Public Works Dept. is leading the County effort to acquire land, design, and secure funding to construct a Dungeness Off-Channel Reservoir (OCR). The project site is located south of Sequim on approximately 396-acres currently owned by WA. Department of Natural Resources off River Road. The Dungeness River is an important water supply for local farms, communities, and four Endangered Species Act listed species.

The key objective of the proposed Dungeness OCR is to help restore river flows in late summer by storing water from the Dungeness River during winter and spring when flows are plentiful. This stored water will be used in late summer in place of water withdrawn directly from the river by irrigation districts when flows are at their lowest to restore streamflow to the river, provide for a stable, drought-resistant, and climate-resilient water supply for local agriculture, and other benefits.

Anchor QEA, an engineering consulting firm, has been providing design services for the Dungeness Off-channel Reservoir (OCR) project for the County. Attached is a memorandum that provides an update on the progress of the Dungeness OCR project as it relates to work being completed by Anchor QEA and their subconsultants under for the County. As the memorandum summarizes, the Phase 1 work supporting preliminary design work was completed. The Phase 2 work to support detailed design and permitting that is under contract expires on December 31, 2023.

The purpose of this amendment (Amendment E) is to revise the approved scope of work and extend the contract time until December 31, 2024. The attached contract amendment scope of work is proposed to be added to the Phase 2 Scope of Work approved as Amendment D to the original professional services agreement entered into on July 13, 2021. Amendment D was approved on October 4, 2022, and included detailed design and permitting services for the project. Several of the tasks outlined in Amendment D are underway or have been completed. However, the detailed design

\* 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)

BOCCagenda\_ContractAmend (12-4-23)

Revised: 3-04-2019

analysis, design drawings, and permitting tasks included in Amendment D are at least partially on hold and cannot be completed until the additional scope of work proposed to supplement seismic reconnaissance work is completed. After this scope of work below completed, it is anticipated that another amendment will be requested to amend the project budget to accommodate this and other work that has been required to move the project forward, but was not included in the scope of work and budget for detailed design and permitting approved as Amendment D.

**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 is a no cost amendment. The current compensation under Amendment D is not changed by this amendment.

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

The Department recommends extension of the contract with Anchor QEA and the additional scope of work for supplemental seismic reconnaissance.

**County Official signature & print name:**  Steve Gray

**Name of Employee/Stakeholder attending meeting:** Steve Gray

**Relevant Departments:** Public Works

**Date submitted:** November 29, 2023

\* 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)

BOCCagenda\_ContractAmend (12-4-23)

Revised: 3-04-2019



## PERSONAL SERVICES AGREEMENT AMENDMENT E

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Anchor QEA, LLC  
Address: 1201 3<sup>rd</sup> Ave., Suite 2600  
Seattle, WA 98101  
Phone N<sup>o</sup>: 206-287-9130

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on July 13, 2021.

This Amendment is comprised of:

- ☒ Attachment A – Scope of Work  
☐ Attachment B – Compensation

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence on the 15th day of December 2023 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this      day of December 2023.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Anchor QEA, LLC

\_\_\_\_\_  
Mark Ozias, Chair

Print name: David Rice

Title: Member, LLC

Date: \_\_\_\_\_ 2023

Originals: BOCC  
Vendor  
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO  
FORM BY THE CLALLAM COUNTY PROSECUTING  
ATTORNEY

### **SCOPE OF WORK**

The purpose of this amendment (Amendment E) is to revise the approved scope of work and extend the contract time until December 31, 2024. The following scope of work is added to the Phase 2 Scope of Work approved as Amendment D to the original professional services agreement entered into on July 13, 2021. Amendment D was approved on October 4, 2022, and included detailed design and permitting services for the project. Several of the tasks outlined in Amendment D are underway or have been completed. However, the detailed design analysis, design drawings, and permitting tasks included in Amendment D are at least partially on hold and cannot be completed until the following scope of work is completed. The following scope of work will be completed with budget allocated to the detail design analysis and design drawing tasks approved under Amendment D that cannot be completed until the scope of work below is completed. After this scope of work below completed, it is anticipated that another amendment will be requested to amend the project budget to accommodate this and other work that has been required to move the project forward, but was not included in the scope of work and budget for detailed design and permitting approved as Amendment D.

## **Background and Understanding**

This scope of work was prepared to outline work that will be completed under an amendment (Amendment E) to Anchor QEA's professional services agreement with Clallam County for engineering design and permitting services needed to support the Dungeness Off-Channel Reservoir project (Project). Anchor QEA entered into a professional services agreement with Clallam County on July 21, 2021, to initiate Phase 1 – Preliminary Design services for the Project. Preliminary design work was completed under that original professional services agreement in March 2022. Additional work, including a Phase 2 Environmental Site Assessment and installation of a monitoring well, was also completed under amendments to the professional services agreement. More recently, Anchor QEA initiated Phase 2 – Detailed Design and Permitting services under Amendment D to the professional services agreement for the Project. Amendment D was approved on October 4, 2022.

The scope of work approved as Amendment D for the Phase 2 – Detailed Design and Permitting services included a series of site investigations to help provide additional basis for detailed design and permitting of the Project. As part of the Phase 2 geotechnical explorations for the Project, Shannon & Wilson performed a Seismic-Geologic Site Reconnaissance to evaluate the presence of the Sequim Fault. The reconnaissance focused on the Sequim fault, which was originally mapped as part of 2007 United States Geologic Survey (USGS) study of faults in the north Olympic Peninsula area (Nelson and others, 2007). The fault was mapped by the USGS across the Project site and subsequently included as a Class A fault in the USGS Quaternary Fault & Fold Database on the basis of the mapping by Nelson and others (2007). No documentation or explanation was provided by Nelson and others (2007) as to why the fault was mapped and no detailed information is available on the fault in the USGS database.

Prior to initiating the design of the Dungeness Off-Channel Reservoir project, Clallam County engaged with PanGEO, a geotechnical consulting firm, to complete a feasibility-level review of the site. They completed a review of available geologic information, visited the site with geologists from the USGS, and reviewed geologic maps and LiDAR topographic data for the site. They found no information to support the interpretation of the Sequim fault by Nelson and others (2007) and found "no identifiable evidence of faulting in the project area." As part of the Seismic-Geologic Site Reconnaissance, seismic and surface fault rupture experts from Shannon & Wilson reviewed all of the background information cited in the PanGEO study, completed a more detailed analysis and interpretation of LiDAR topography, and reviewed conditions at the site. Shannon & Wilson identified linear topographic features (i.e., lineaments) in the LiDAR data and identified geomorphic features commonly associated with fault surface rupture during the site reconnaissance.

Based on the findings of the Seismic-Geologic Site Reconnaissance, which were originally presented to Clallam County in May 2023, additional investigations are warranted to determine the origin of the lineaments and how they may impact reservoir design. If the lineaments are related to surface faulting, investigations to assess fault location(s), orientation, style and degree of deformation, and, if possible, paleoearthquake timing will also be warranted. Anchor QEA and Shannon & Wilson propose to complete a phased investigation that would include desktop study, geologic and geomorphic mapping, paleoseismic

trenching, and laboratory testing of age-dateable material. The phased approach to this work would include the following:

- **Step 1 – Supplemental Desktop Study and Initial Reporting** (this scope of work)
- Step 2 – Detailed Trench Planning
- Step 3 – Trench Excavation
- Step 4 – Final Reporting

This scope of work includes a detailed outline of tasks to complete Step 1 – Supplemental Desktop Study and Initial Reporting. Following completion of Step 1 and each subsequent step, the design team proposes to review the results with Clallam County and the Washington Department of Ecology Dam Safety Office (DSO). The phased approach is designed to incorporate flexibility in objectives and level of effort of the investigation. At the end of each step, we will assess the information and conclusions to determine whether the results of the investigation to that point are sufficient to support design and permitting of the Dungeness Reservoir. If additional information is needed, we will refine our recommended approach to the subsequent steps, as needed, and submit a detailed scope of work for the next step. All of this will be done with the goal of developing the information needed to support design of the project to meet DSO requirements in the most efficient and cost-effective manner possible. Early and regular coordination with DSO will be critical to confirm that the work completed in each step of the investigation is acceptable to DSO for providing an adequate basis of design for the Project.

The results of this fault investigation will be used to support future design of the reservoir embankment, including considerations to accommodate deformations associated with possible surface fault rupture hazard or seismic hazard associated with nearby fault rupture. The findings of the investigation may indicate that the reservoir embankment should be relocated outside of possibly identified fault zones to minimize the impact of fault rupture on the embankment design. This scope of work does not include the engineering analysis or design that may be needed to accommodate the findings of the investigation, for example revisions to the reservoir design to accommodate surface fault rupture.

This scope of work only includes the first step of the fault investigation, Step 1 – Supplemental Desktop Study and Initial Reporting. The primary deliverable of this work is a report that will summarize the findings of the Seismic-Geologic Site Reconnaissance and Supplemental Desktop Study. The Phase 2 geotechnical exploration program and design work outlined in the approved scope of work for Amendment D and the budget associated with that work will need to be revisited and modified following the fault investigation to incorporate the fault investigation findings and reflect the final location of the reservoir.

## Scope of Services and Deliverables

Anchor QEA will work with Shannon & Wilson to complete the Step 1 – Supplemental Desktop Study and Initial Reporting. This will include the following work:

### Task 1: Present Results of Seismic Geologic Site Reconnaissance

This task includes the following work to summarize and present the results of the Seismic-Geologic Site Reconnaissance, and determine next steps with the Project Team:

- Prepare a presentation and present findings of the Seismic-Geologic Site Reconnaissance to Anchor QEA and Clallam County. This work was completed in May 2023.
- Research dam embankment design for fault offset. This work was initiated in June 2023.
- Review potential revised dam configurations. This work was completed in July 2023.
- Inform USGS of the seismic reconnaissance findings. This work was completed through phone conversations and correspondence with the USGS over the summer of 2023.
- Develop preliminary alternatives for trench locations and configurations for the fault study. Present the alternatives to the Project Team with estimated order of magnitude costs to facilitate selection

of the preferred next steps for this Project. This work was completed as an initial approach to the fault investigation in August and September 2023.

- Coordinate with DSO to present our proposed next steps and learn from them if other explorations or evaluations will be required for this Project. A meeting was held to discuss the findings of the Seismic-Geologic Site Reconnaissance and next steps with DSO engineering staff on October 10, 2023.

This Task 1 work is generally complete. As discussed during our recent meetings to review the fault investigation approach with Clallam County, we will wait to summarize the findings of this work until we complete Task 2: Desktop Review.

### **Task 1 Deliverables**

- Initial presentation of seismic reconnaissance findings (Microsoft PowerPoint format). This presentation was delivered in PDF format in May 2023.

### **Task 2: Desktop Review and Reporting**

This task includes the following desktop studies and evaluations, to be completed by Shannon & Wilson to better understand the lineaments identified as part of the Seismic-Geologic Site Reconnaissance completed in the spring of 2023, and to recommend a path forward for later steps in the fault investigation:

- LiDAR point cloud processing to increase resolution and aid further analyses.
- Extend the LiDAR interpretation to the west to assess possible fault structural connection with the North Olympic fault zone.
- Geomorphic interpretation of the LiDAR data, including terrace surface mapping, landform mapping, and development of longitudinal and channel-normal profiles.
- Develop a geologic and geomorphic history of the site vicinity by reviewing archaeological data (e.g., Manis Mastodon and other related sites), data regarding history of volcanic eruptions, and geologic papers and maps focused on the site vicinity.

The above tasks in the desktop review are necessary to accomplish the following:

- Constrain ages of surfaces and landforms.
- Aid in developing a site geologic history.
- Understand depositional environments associated with the lineaments.
- Bracket the relative age of the lineaments.
- Constrain the style and location of identified deformation.
- Aid in trench site selection, if it is determined that fault trenching is needed.
- Develop recommendations for the next step in the fault investigation to provide an adequate basis for design of the reservoir.

Following completion of the supplemental desktop studies and evaluations, Shannon & Wilson will prepare a draft report summarizing findings of the Seismic-Geologic Site Reconnaissance completed in the spring of 2023 and the findings of the supplemental desktop studies and evaluations. The report will also provide recommendations for next step(s) in the fault investigation to support future reservoir design.

If the desktop study indicates that trenching is needed to provide the information required to support the design of the reservoir, a detailed scope of work and cost estimate will be provided for Step 2 – Detailed Trench Planning.

The draft report will be submitted to Clallam County for review and, following our incorporation of the County's review comments, the draft report will be forwarded to DSO for review. A follow-up meeting will be scheduled with DSO, as outlined in Task 3. Comments from the DSO and additional comments from the County will be incorporated into a final Seismic-Geologic Site Reconnaissance Summary Report.

Shannon & Wilson will provide updates and discuss implications of findings from our Desktop Review during check-in meetings with Clallam County and Anchor QEA (see Task 3). During these meetings we will provide status reports and our opinions regarding:

- If Desktop Review findings impact potential trench locations, number of trench(es) required to obtain information needed for reservoir design, and likelihood of trenching to provide good information for fault location, paleoseismic history, and seismic displacement.
- If recommendations for next step(s) in the fault investigation vary depending on reservoir configuration.
- If Desktop Review findings suggest that any of the previously considered reservoir configurations (Options A-D) should be eliminated.
- Pros and cons of pursuing possible alternatives to fault trenching, such as observing soil cut slopes and exposures during reservoir excavation.

## **Task 2 Deliverables**

- Draft and Final Seismic-Geologic Site Reconnaissance Summary Report (PDF format)

## **Task 3: Step 1 Meetings, Project Management, and Coordination**

This task includes time for additional meetings (not included in the other tasks that are part of this scope of work), project management, and coordination that will be needed to support the Fault Investigation work. This work will include the following:

- Preparation of monthly invoices and progress updates.
- Regular coordination with Clallam County.
- Weekly check-in meetings during the duration of the work outlined in this scope of work between Anchor QEA's project manager, principal engineer, and Clallam County staff.
- Monthly check-in meetings with Anchor QEA, Shannon & Wilson, and Clallam County staff. The monthly check-in meetings would take place during the time scheduled for weekly check-in meetings, but would also include participation from Shannon & Wilson.
- One additional coordination meeting with DSO (including preparation time) following preparation of the draft Seismic-Geologic Site Reconnaissance Report. The purpose of the meeting will be to review the information learned through completion of Step 1 – Supplemental Desktop Study and Initial Reporting and discuss a recommended path forward. The meeting will include Anchor QEA, Shannon & Wilson, and Clallam County staff.

### Task 3 Deliverables

- Monthly invoices (PDF format) and progress reports (PDF format)
- Meeting agendas and notes (PDF format)

### Assumptions

The scope of work and budget prepared for this amendment reflect the following assumptions:

- This scope of services does not include engineering evaluations, design, or re-design. Reservoir embankment engineering analyses and design considering seismic deformations and fault rupture (or nearby fault rupture) will be performed in a future design phase.
- This scope of services does not include geotechnical borings. The previously estimated and scoped Phase 2 exploration program, which does include borings, will need to be revisited and modified to incorporate the findings of this investigation and final location of the reservoir.
- This scope of services does not include selection of preferred trench locations, detailed trench planning, or trench excavation. If that work is needed, it will occur in later steps of the fault investigation.
- This scope of services does not include any other field work or site investigations.
- This scope of services does not include field or laboratory testing.
- The Seismic-Geologic Site Reconnaissance Summary Report will be delivered in electronic format and comments will be incorporated after two review cycles (prior to meeting with DSO and following the meeting with DSO).
- All meetings will be held virtually.

## Budget

Table 1 summarizes the estimated budget needed to complete the tasks outlined in this scope of work. Anchor QEA proposes to complete the work on a time and materials basis for a total budget of \$207,136 as an amendment to our contract with Clallam County for design and permitting of the Dungeness Reservoir. As noted previously, this scope of work will be completed with budget allocated to the detail design analysis and design drawing tasks approved under Amendment D that cannot be completed until the scope of work below is completed. After this scope of work below completed, it is anticipated that another amendment will be requested to amend the project budget to accommodate this and other work that has been required to move the project forward, but was not included in the scope of work and budget for detailed design and permitting approved as Amendment D. A more detailed breakdown of the costs included in the estimated budget are included as Exhibit A to this scope of work.

**Table 1**  
**Summary of Estimated Budget – Step 1 – Supplemental Desktop Study and Initial Reporting**

| <b>Cost Item</b>                                                | <b>Anchor QEA Labor Costs<sup>1</sup></b> | <b>Subconsultant Costs<sup>2</sup></b> | <b>Other Costs<sup>3</sup></b> | <b>Total Cost</b> |
|-----------------------------------------------------------------|-------------------------------------------|----------------------------------------|--------------------------------|-------------------|
| Task 1: Present Results of Seismic-Geologic Site Reconnaissance | \$3,678                                   | \$54,985                               | \$0                            | \$58,663          |
| Task 2: Desktop Review and Reporting                            | \$2,452                                   | \$119,659                              | \$10                           | \$122,121         |
| Task 3: Step 1 Meetings, Project Management, and Coordination   | \$12,364                                  | \$13,968                               | \$20                           | \$26,352          |
| <b>Total – Step 1</b>                                           | <b>\$18,494</b>                           | <b>\$188,612</b>                       | <b>\$30</b>                    | <b>\$207,136</b>  |

**Notes:**

1. Includes Anchor QEA labor costs, estimated at the rates shown in Exhibit A.
2. Includes subconsultant labor costs, subconsultant non-labor costs, and an 8% mark-up on subconsultant costs, consistent with what has been applied for previous work.
3. Includes Anchor QEA non-labor costs.

## Schedule

Anchor QEA will work with Shannon & Wilson to complete the work outlined in this scope of work within 4 months of receiving a notice to proceed.

## DETAILED BUDGET SUMMARY

| Task 1: General Services of School District 111 (No. 1000000000)         |              |           |            |           |    |    |    |    |    |    |    |             |
|--------------------------------------------------------------------------|--------------|-----------|------------|-----------|----|----|----|----|----|----|----|-------------|
| Task 2: General Services of School District 111 (No. 1000000000)         |              |           |            |           |    |    |    |    |    |    |    |             |
| Task 3: General Services of School District 111 (No. 1000000000)         |              |           |            |           |    |    |    |    |    |    |    |             |
| Label Categories                                                         | Billing Rate | Task 1    | Task 2     | Task 3    |    |    |    |    |    |    |    | Total Hours |
| Principal                                                                | \$12.00      | 12        | \$         | 36        | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 56          |
| Senior Manager                                                           | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| Manager                                                                  | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| Senior Staff                                                             | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| Staff 3                                                                  | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| Staff 2                                                                  | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| Staff 1                                                                  | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| Senior CAD Designer                                                      | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| CAD Designer                                                             | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| Project Coordinator/Technical Editor                                     | \$0.00       | 0         | 0          | 8         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 8           |
| Project Coordinator (Admin)                                              | \$0.00       | 0         | 0          | 2         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 2           |
| Technician                                                               | \$0.00       | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
|                                                                          |              | 0         | 0          | 0         | 0  | 0  | 0  | 0  | 0  | 0  | 0  | \$          |
| Total Hours                                                              |              | 12        | 0          | 46        | 0  | 0  | 0  | 0  | 0  | 0  | 0  | 56          |
| Total Labor                                                              |              | \$ 3,672  | \$ 2,452   | \$ 17,364 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ 18,494   |
| Hourly Rate                                                              | \$ 280       |           |            |           |    |    |    |    |    |    |    |             |
| Subcontractors                                                           |              |           |            |           |    |    |    |    |    |    |    |             |
|                                                                          |              | \$ 50,512 | \$ 110,795 | \$ 17,933 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ 174,640  |
|                                                                          |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
|                                                                          |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| Total Cost                                                               |              | \$ 50,512 | \$ 110,795 | \$ 17,933 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ 174,640  |
| Markup                                                                   | 8.0%         | \$ 4,041  | \$ 8,864   | \$ 1,035  | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ 13,971   |
| Internal Reimbursable (no markup)                                        |              |           |            |           |    |    |    |    |    |    |    |             |
| General Services of School District 111 (No. 1000000000)                 | \$12.00      | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| General Services of School District 111 (No. 1000000000)                 | \$0.00       | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| General Services of School District 111 (No. 1000000000)                 | \$0.00       | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| General Services of School District 111 (No. 1000000000)                 | \$0.00       | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| General Services of School District 111 (No. 1000000000)                 | \$0.00       | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| General Services of School District 111 (No. 1000000000)                 | \$0.00       | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| External Expenses (markup)                                               |              |           |            |           |    |    |    |    |    |    |    |             |
|                                                                          |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
|                                                                          |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
|                                                                          |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
|                                                                          |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
|                                                                          |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
|                                                                          |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| Total Cost                                                               |              | \$        | \$ 10      | \$ 20     | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ 50       |
| Markup (External Expenses Only)                                          | 8.0%         | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| Field Equipment and Supplies Summary (include separate backup if needed) |              | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| Markup                                                                   | 10.0%        | \$        | \$         | \$        | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$          |
| TOTAL COSTS                                                              |              | \$ 58,663 | \$ 177,171 | \$ 19,352 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ 207,136  |



# Memorandum

November 28, 2023

To: Steve Gray, Joe Donisi, and Rhiana Barkie – Clallam County

From: David Rice, PE – Anchor QEA, LLC

**Re: Dungeness Off-Channel Reservoir  
Progress Report – November 28, 2023**

This memorandum provides an update on the progress of the Dungeness Off-Channel Reservoir project as it relates to the work being completed by Anchor QEA and our subconsultants under our professional services agreement with Clallam County for design and permitting of the project. The work is being completed and tracked by Anchor QEA as follows:

- Phase 1 – Preliminary Design (Anchor QEA Project Number 210439-02.01)
- Phase 2 – Detailed Design and Permitting, which includes the following:
  - Work that was original intended to be to be funded by a Streamflow Restoration Grant from the Washington Department of Ecology (Ecology) (Anchor QEA Project Number 210439-02.02)
  - Work that was original intended to be funded by an Irrigation Efficiencies Grant Program from the Washington State Conservation Commission (Anchor QEA Project Number 210439-02.03)

A summary of the status of each Phase and the tasks included in Anchor QEA's approved scope of work for each phase of the project is provided below.

## **Status – Phase 1 – Preliminary Design**

The Phase 1 scope of work was completed in 2021 and 2022. The following provides a summary of the work completed as part of Anchor QEA's Phase 1 scope of work:

### **Task 1-1: Data Collection/Validation of Concept**

This task is complete. Most of the work was completed in 2021.

#### ***Subtask 1-1.1: Collection and Review of Background Information***

This subtask is complete. The project team completed the following:

- Collected and reviewed available background information.
- Summarized background information in a short memorandum.
- Reviewed the memorandum and additional data needs with Clallam County.

### ***Subtask 1-1.2: Phase 1 Topographic Surveys***

This subtask is complete. The project team completed the following:

- The Phase 1 topographic surveys were completed by Anchor QEA's subconsultant, Parametrix. The following data was collected:
  - Key points along the thalweg of the H1 Lateral from the HID Main Canal through the reservoir parcel (Clallam County Parcel 04306210000).
  - Detailed topography of the HID Main Canal at the location of the flow control structure that will be constructed near the intersection of the HID Main Canal and H1 Lateral.
- Anchor QEA prepared a base map of existing conditions based on the survey data collected and publicly available LiDAR data.

Two optional survey work tasks were included in the Phase 1 scope of work that were not completed. Clallam County and Anchor QEA determined that these tasks will be completed by the City of Sequim as part of a separate, but related project:

- Survey of the overland flow capture system alignment, including:
  - The HID Canal from upstream of Sporseen Road to downstream of Happy Valley Road
  - The Happy Valley Road right-of-way from east of the HID Canal to the reservoir parcel
- Survey of wetlands along Happy Valley Road, related to the overland flow capture system.

### ***Subtask 1-1.3: Phase 1 Geotechnical Explorations***

This subtask is complete. Anchor QEA worked with our subconsultant Shannon & Wilson to complete the Phase 1 Geotechnical Explorations. The following was completed by Shannon & Wilson:

- Review of existing project data, published geologic maps, well logs and other information.
- Participation in the project kick-off meeting at the site with the project team and County.
- Completion of a geologic reconnaissance of the site and geologic exposures near the site.
- Completion of Phase 1 explorations, including:
  - Marking exploration locations.
  - Contacting the one-call utility locate; initial coordination with the Washington State Department of Ecology Dam Safety Office (DSO) to advise them of the project.
  - Completion of borings and test pits to characterize subsurface soil conditions.
  - Installation of groundwater elevation monitoring devices in multiple borings
  - Laboratory testing of soil samples obtained.
- Preparation of a preliminary Geotechnical Data Report that presents the data collected, geologic reconnaissance, subsurface explorations, groundwater data, laboratory testing, and existing pre-project subsurface exploration data.

#### ***Subtask 1-1.4: Additional Cultural Resources Review***

This task is complete. Anchor QEA worked with our cultural resources experts and Dudek to complete the following:

- Coordination of cultural resources compliance with the funding agency (Ecology)
- Coordination of the cultural resources review with Phase 1 geotechnical work
- Preparation of cultural resources compliance memorandums and forms needed to continue to move the project forward

Anchor QEA worked closely with Dudek to complete a supplemental cultural resources survey of areas of the site that had not previously been surveyed in detail in the fall of 2022. Dudek completed a draft report of their findings in December 2022. That report was reviewed by the County, finalized, and then passed to Ecology in April 2023 for review and consultation with the tribes and the Washington Department of Historical Preservation (DAHP). The additional cultural resources work was included in our Phase 1 scope of work, but most of the work and budget related to the supplemental cultural resources survey and report was transferred to Phase 2 for invoicing and tracking so that it could be reimbursed with funding from the Irrigation Efficiencies Grant.

#### ***Subtask 1-1.5: Wetland Study (Optional)***

The portions of this task related to the reservoir are complete. A wetland delineation and ordinary high-water mark survey was completed for the reservoir site and the area in and around the existing HID intake facilities. The wetland delineation was summarized as a subsection in the Preliminary Basis of Design Report. Delineation of wetlands along Happy Valley Road was not completed as part of this scope of work. As noted previously, it was determined that delineation of wetlands related to the overland flow capture project would be completed by the City of Sequim under a separate scope of work for that project.

#### ***Subtask 1-1.6: Phase 1 Infiltration Testing***

Limited work was completed on this task. Anchor QEA subcontracted with Pacific Groundwater Group to complete an evaluation of infiltration potential at the reservoir site. Work completed under this task by Pacific Groundwater Group was limited to the participation in meetings to discuss groundwater conditions at the site and observation of groundwater conditions in borings during the geotechnical exploration. It was determined that infiltration testing needed to support design of the proposed infiltration facility would be completed by the City of Sequim under a separate scope of work with grant funding they secured to complete analysis and design of the overland flow capture system and infiltration facilities.

## Task 1-1 Deliverables

Anchor QEA completed and submitted the following deliverables to Clallam County:

- Data Summary, Data Gaps, and Additional Data Collection Plan Memorandum
- Phase 1 Topographic Survey
- Preliminary Geotechnical Data Report
- Wetlands and Waters of the U.S. Delineation Summary (included as a subsection in the Preliminary Basis of Design Report)

## Task 1-2: Preliminary (30% Complete) Design

This task is complete. Preliminary design deliverables were submitted for review in December 2021. The preliminary design was presented to the County Commissioners and the Dungeness Reservoir Work Group early in 2021. The deliverables were then revised based on comments and submitted as final deliverables for the preliminary design phase of the project in March 2022.

### *Subtask 1-2.1: Preliminary Design Studies*

This subtask is complete. The following was completed as part of this subtask:

- **Reservoir Configuration Evaluation:** Anchor QEA reviewed and evaluated multiple reservoir configurations, including hosting a half-day design charrette with Clallam County and Washington Water Trust to discuss the potential reservoir configurations, constraints, cost drivers, and other design considerations.
- **Reservoir Hydrology and Hydraulics Analysis:** Anchor QEA completed a preliminary reservoir hydrology and hydraulics analysis. The hydrology and hydraulics analysis was included as a section in the Preliminary Basis of Design Report.
- **Geotechnical Engineering Analyses:** Shannon & Wilson completed geotechnical engineering analyses to support preliminary design of the project, including the following:
  - Preliminary development of seismic design parameters and ground motion spectra
  - A preliminary liquefaction susceptibility evaluation for embankment foundation soils
  - A preliminary engineering seepage and stability analyses for the reservoir embankment and foundation and bluff west of the reservoir
  - Development of concept designs for the reservoir embankment
  - Development of concept sketches for the embankment slopes and internal zoning
  - Preparation of a Preliminary Geotechnical Engineering Design Report
- **HID Irrigation Intake and Screening Assessment:** Anchor QEA worked closely with our subconsultant, HDR, to complete the following as part of this assessment:
  - Review of existing project design and record (as-builts) documents.
  - Completion of a site visit.
  - Discussion of operations and maintenance with HID personnel.

- Completion of a brief condition assessment of the intake and associated structures.
- Identification and preparation of an annotated list of potential improvement options.
- Preparation of a short memorandum summarizing the assessment.
- **Water Quality Analysis:** Anchor QEA completed an analysis of water quality. The analysis included a detailed review of available water quality data from the site and information about water quality in similar lakes and initial water quality modeling to estimate nutrient loading, generalized trophic conditions, and impact on dissolved oxygen and temperature. The results were summarized as a subsection in the Preliminary Basis of Design Report.

This task also included an optional evaluation of the overland flow capture and conveyance system and related infiltration facilities. This evaluation was not completed as it was determined that the study would be completed as part of a separate scope of work by the City of Sequim with funding provided for the analysis and design of the overland flow capture and infiltration facilities.

#### *Subtask 1-2.2 Preliminary Permitting Approach and Outreach*

This subtask is complete. Anchor QEA initiated discussions with key regulatory agencies about the project, including the U.S. Army Corps of Engineers (USACE), the Washington Department of Fish and Wildlife (WDFW), and Clallam County. Anchor QEA prepared a detailed summary of anticipated permitting requirements and a recommended approach to obtaining the necessary permits and approvals, which were included as a subsection in the Preliminary Basis of Design Report.

#### *Subtask 1-2.3: Preliminary (30% Complete) Design*

This subtask is complete. Anchor QEA prepared and submitted a draft Preliminary Basis of Design Report with preliminary design drawings and opinions of cost to Clallam County and the Dungeness Reservoir Work Group for review in December 2021. Comments were provided and the documents were then revised and submitted as the final deliverables for this task in March 2022.

### **Task 1-2 Deliverables**

Anchor QEA completed and submitted the following deliverables to Clallam County:

- Alternative Reservoir Configuration Figures and Summary Table
- Permitting Approach (provided as a subsection of the Preliminary Basis of Design Report)
- Preliminary Basis of Design Report
- Preliminary Design Drawings
- Preliminary Opinion of Probable Costs
- Preliminary Environmental Impacts Summary (also provided as a subsection of the Preliminary Basis of Design Report)



### **Task 1-3: Phase 1 Project Management and Coordination**

This task is complete and included the following:

- Management of the work completed during Phase 1 of the project.
- Scheduling and participation in a kick-off meeting and initial site visit with the project team in July 2021.
- Coordination of the work with Clallam County.
- Participation in meetings with the Dungeness Reservoir Work Group.
- Participation by Anchor QEA's project manager and principal-in-charge in weekly check-in meetings with Clallam County.
- Presentation of the preliminary design to the Clallam County Board of Commissioners.
- Presentation of the preliminary design to the Dungeness Reservoir Work Group.
- Preparation for a participation in a public meeting in December 2022.
- Support for public outreach and response to requests for information from the public.
- Preparation of invoices and regular coordination with the County's project manager.

### **Task 1-3 Deliverables**

Anchor QEA has completed and submitted the following deliverables to Clallam County as part of the work completed on Task 1-2:

- Invoices and progress reports (PDF format)
- Meeting notes (PDF format)
- Preliminary Design Presentation Materials (PDF and Microsoft PowerPoint format)

### **Phase 1 – Amendments**

The following changes in scope of work and amendments were incorporated into the Phase 1 work:

#### **Amendment No. 1 – Monitoring Well Installation and QAPP**

Anchor QEA coordinated with Shannon and Wilson to drill a shallow boring and install a monitoring well near the dump site at the south end of the reservoir parcel. A flush-mount monitoring well was installed to monitor groundwater conditions adjacent to the dump site. Anchor QEA's geologist developed the well and sampled the well for hydrocarbons and total and dissolved heavy metals. The data was integrated into a revision of the Phase 2 Environmental Site Assessment, previously prepared by Anchor QEA under a separate scope of work. Anchor QEA also update the opinion of probable cost for cleaning up the dump site.

As part of this amendment, Anchor QEA also prepared a QAPP, as required by Ecology, to support water quality monitoring of surface waters through the irrigation system.



## **Amendment No. 2 – Time Extension**

Amendment No. 2 was a no cost time extension that extended the time for completion of the Phase 1 work until December 31, 2022.

## **Phase 1 – Additional Work Completed**

Anchor QEA also completed additional tasks that were not included in our approved scope of work for Phase 1, but were requested by Clallam County to keep the project moving forward. These additional tasks included:

- **Funding Application Support** – Anchor QEA provided many hours of support and input to grant funding applications for the project. The County has pursued funding from the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) program, the FEMA Hazard Mitigation Grant (HMG) program, the U.S. Bureau of Reclamation WaterSMART program, and Ecology's Streamflow Restoration Grant program.
- **Participation in On-site Meeting with the Dungeness Reservoir Work Group** – Anchor QEA prepared for and participated in a meeting at the site with the Dungeness Reservoir Work Group in October 2021 during development of the preliminary designs.
- **Additional Cultural Resources Coordination with Ecology** – Additional time and effort was required, beyond what was included in our original scope of work, during initiation of the Phase 1 geotechnical field work to coordinate with Ecology. Multiple meetings were conducted with Ecology and the County and correspondence was completed to resolve these concerns to allow for the planned geotechnical field work to proceed. Adjustments were made to boring and test pit locations to allow for the work to progress.

## **Status – Phase 2 – Detailed Design and Permitting**

Phase 2 work on the detailed design and permitting for the project was initiated with an amendment in October 2022. The following provides a summary of the work completed as part of Anchor QEA's Phase 2 scope of work:

### **Task 2-1: Permit Ready Design Drawings**

Anchor QEA initiated work on updating the preliminary design drawings so that they can be submitted with permit applications to initiate environmental permit review for the project. This work was initiated under the assumption that the preliminary design would move forward without substantial changes. This task only included time to make minor updates and prepare permit ready design drawings. Anchor QEA has coordinated with Clallam County to confirm the key design elements to be included in the detailed design for the project. Some key elements were not developed to the 30% level of design during Phase 1 – Preliminary Design. Others require revisions prior to submitting permit ready design drawings. In addition, further changes will likely be required

to address property owner concerns, input from the Dungeness Reservoir Work Group, and the findings of the seismic-geologic field reconnaissance completed earlier this year.

The following additions and adjustments are being made to the design drawings so that the permit-ready drawing set reflects the intended project as accurately as possible:

- Development of design drawings for the intake and screening facility upgrades to the preliminary (30% complete) level. Only a concept drawing for these upgrades was included in the preliminary design deliverables. Additional detail is needed for permitting the project.
- Development of design drawings for piping of the HID Main Canal to the preliminary (30% complete) level. Design of the HID Main Canal was not included with the preliminary design deliverables but is needed for permitting the project.
- Adjustments to the reservoir design to reflect public comment. These adjustments are being evaluated and discussed with Clallam County.
- Adjustments to the reservoir design to reflect updated information collected during the seismic-geologic reconnaissance completed in the spring of 2023. These adjustments are being evaluated and discussed with Clallam County.
- Adjustments to the design of the outlet works to reflect preliminary design comments.
- Adjustments to the spillway design to reflect preliminary design comments and our more recent review of site topography and layout.

Because these changes are ongoing, this task has not yet been completed.

### **Task 2-1 Deliverables**

No deliverables have been submitted yet in support of this task.

### **Task 2-2: Support for Funding Applications**

Anchor QEA continues to support Clallam County in developing and completing requests and applications for funding. Support provided during Phase 2 has included the following work:

- Providing updated information to FEMA for evaluation of the Hazard Mitigation Grant Program funds that the County applied for in 2021.
- Support for requests for congressional funding appropriation from offices of members of the U.S. Congress that represent Washington and Clallam County.
- Review of the budget submitted for the WaterSMART grant to support contracting of grant funds with the U.S. Bureau of Reclamation. This included research to provide a basis for using the 15% contingency that was used in the funding application and communication with Clallam County to support contracting the WaterSMART funds.
- Responses to the NRCS and coordination with the County to support contracting of funding to be provided by the NRCS to construct the pipeline that will replace the HID Main Canal.



## Task 2-3: Phase 2 Field Data Collection

A multiphase approach to collect field data needed to support the design was proposed at the outset of the project. This second phase of targeted field data collection has been initiated.

### Subtask 2-3.1: Phase 2 Topographic and Boundary Surveys

This subtask is mostly complete. Anchor QEA has been working with our subconsultant, Parametrix, to complete collection of the following topographic survey data:

- **Survey of HID Intake Structure, Diversion Canal, and Fish Screen.** This data was collected in December 2022 and a base map was provided in AutoCAD format early in 2023.
- **Survey of HID Main Canal Pipeline Alignment.** This data was also collected in December 2022 and mapping was provided in AutoCAD format early in 2023.
- **Survey of Existing Independent Canal Intake Channel and Screening Facility.** Topographic survey of the area around the Independent Canal screening facility and the outlet of the proposed spillway was completed in December 2022 and January 2023. Mapping was provided in AutoCAD format early in 2023.
- **Geophysical Survey Lines.** As an additional item of work, staked locations placed by the geophysical survey team were located by the surveyor in January 2023. These were also provided on a base map provided in AutoCAD format early in 2023.
- **Boring Locations.** The locations of geotechnical borings that have been completed to date, including the Phase 1 borings and two borings completed during Phase 2 on the HID Main Canal, were collected by the surveyor in April 2023.
- **Boundary Survey.** The surveyor completed a boundary survey and related calculations to locate and map the parcel boundary for the reservoir parcel (Clallam County Parcel 043036210000). The field work was completed in late April 2023 and mapping was provided in AutoCAD format early in May 2023.
- **Additional Survey Points.** Additional data was collected during the field work that was completed in April 2023 to supplement the survey of the HID intake structure, diversion canal, and fish screen.

An updated, comprehensive base map was requested in July 2023 to include all data collected on the project to date. That comprehensive base map was provided in AutoCAD format by Parametrix late in the summer of 2023. Additional coordination and adjustments were made during the fall of 2023. The remaining task to be completed during Phase 2 will include the location of additional borings that will be completed at the reservoir site once property owner permission is granted and the Phase 2 geotechnical site investigations are completed.

### Subtask 2-3.2: Phase 2 Geotechnical Explorations and Recommendations

This subtask is partially complete. Anchor QEA is working with Shannon & Wilson to complete the supplemental geotechnical explorations and develop recommendations for detailed design. To date, the following work has been completed by Shannon & Wilson or our other subconsultants:

- **Additional consultation with the Washington Department of Ecology DSO.** Anchor QEA and Shannon & Wilson participated in a call with DSO in early March 2023.
- **Geophysical Survey.** Shannon & Wilson worked with Global Geophysics and Jamestown Excavating to complete a geophysical survey of subsurface soils to estimate the depth to the top of the glacial till layer that underlies the site. This included the following work:
  - Clearing limbs off trees and bushes to establish site lines.
  - Completion of the geophysical survey.
  - Calibration and interpretation of the resulting geophysical data.
- **Phase 2 Borings on HID Main Canal.** Shannon & Wilson and Holt Services completed borings near the HID fish screen facility and near the bifurcation of the HID Main Canal and H1 Lateral in April 2023. These two borings were completed within the HID Main Canal easement and were located by the surveyor, as indicated in the summary of Subtask 2-3.1. Boring logs were finalized in the fall of 2023.
- **Seismic-Geologic Site Reconnaissance.** Shannon & Wilson completed a detailed seismic-geologic site reconnaissance that included a detailed desktop investigation of available documents about seismic conditions at the site, a detailed review of LiDAR data, and a site visit by geologists with expertise identifying seismic features and assessing seismic conditions.

The seismic reconnaissance work identified subtle linear topographic features (lineaments) that indicate the presence of post-glacial, fault-induced ground displacement at the site. The Phase 2 Scope of Work had anticipated that this seismic reconnaissance step would confirm the findings of the 2020 PanGEO report, which found no identifiable evidence of faulting at the site. Our original Phase 2 Scope of Work did not include any additional work to further verify fault locations or conditions. However, because the findings do suggest that there is likely faulting at the site and those findings could have implications on the design, the following additional work has been done to follow up on these findings:

- The results were presented to Clallam County in May 2023.
- The results were discussed with the County during additional follow up virtual meetings in June and July 2023.
- Additional work was done to summarize the potential impacts of these findings on the design and to identify next steps that should be taken to confirm the location and characteristics of these seismic features.

- A detailed scope of work and costs were developed in September 2023 for a phased seismic-geologic study that would include field work and additional analyses needed to confirm the location and characteristics of these seismic features.
- Anchor QEA and Shannon & Wilson are currently working with the County to get approval for the first phase of this study, which will include a more detailed desktop review and preparation of a summary report with recommendations for additional field work, if needed.

Completion of borings and test pits on the reservoir property is on hold until the phases seismic-geologic review is complete and the property owner (Washington Department of Natural Resources) provides an updated land use license or other permission that will allow for this field work. The current land use license only allows for non-ground disturbing field work. The locations of borings and test pits will be refined based on the results of the geophysical survey and phased seismic-geologic study prior to completing the work. Additional work that is yet to be completed will also include suspension logging in one of the deep borings to obtain seismic shear wave velocities, completion of additional observation wells, hydraulic conductivity testing of glacial till layer material, and laboratory testing of samples collected in borings and test pits. The work will be summarized in a Phase 2 Geotechnical Data Report.

#### **Subtask 2-3.3: Utility Locations**

Anchor QEA coordinated with the City of Sequim to discuss the location of utilities known to exist in River Road. The City of Sequim has a 12-inch asbestos-cement water main in River Road. A City of Sequim vector truck crew located the 12-inch main, with the assistance of Clallam County and Anchor QEA, in April 2023. The location will be used to refine the design of the inlet pipeline to ensure that water main is protected during construction of the inlet pipeline.

#### **Subtask 2-3.4: Verify Capacity of the HID Main Canal**

Anchor QEA visited the site with HID personnel in the fall of 2022 to measure flow in the HID Main Canal to estimate the capacity of the canal. Those measurements have been completed and the analysis has confirmed the need for replacing the canal with a pipeline to increase the capacity to 25 cfs. The work will be summarized in the Basis of Design Report for the project.

#### **Task 2-3 Deliverables**

Anchor QEA has not completed or submitted any formal deliverables yet. Field data has been shared with Clallam County during our weekly check-in meetings. Topographic survey data, utility locate information, and HID Main Canal capacity calculations are available for review.

#### **Task 2-4: Detailed Design Analyses**

This task has been initiated as described below.

**Subtask 2-4.1: Geotechnical Engineering Analyses**

Shannon & Wilson completed the review of geophysical data collected at the site. The data provided from the geophysical survey was imported into a model so that the data could be reviewed in a three-dimensional format relative to the three-dimensional model of the preliminary reservoir configuration. The analysis will be refined, as needed, to support the design.

Additional geotechnical engineering analysis tasks that have not been initiated or completed yet include seepage and stability analyses, refined seismic design analyses, supplemental geologic hazards review, embankment construction materials review, review of reservoir liner and core material options. The analyses and geotechnical recommendations will be summarized in a final Geotechnical Engineering Report.

**Subtask 2-4.2: Final Design Studies and Final Basis of Design Report**

This task has been initiated with the following work:

- Initial work has been completed to evaluate a potential dam breach and resulting inundation extents. A hydraulic model has been developed for this analysis. Additional refinement is needed to complete this work and to reflect any adjustments to the reservoir design.
- Additional hydrology and hydraulic analyses are underway.
- Additional analysis has been completed to evaluate water availability and the proposed reservoir water balance. Anchor QEA is coordinating with Washington Water Trust to support their development of a graphical model that will represent the reservoir water balance.
- Water quality analyses have been initiated, but additional water quality data is needed to support the completion of the analysis.
- Analysis has been completed to evaluate the feasibility of incorporating a drought pump station that would deliver reservoir water to users that are supplied water from the HID Main Canal downstream of the reservoir. A memorandum is being prepared to summarize this feasibility-level analysis.

Additional work that will be completed as part of this subtask includes a detailed reservoir operations plan and analysis, additional water quality analyses, and completion of a memorandum summarizing the evaluation of drought pumping to the HID Main Canal. The work will be incorporated into the Basis of Design Report for the project.

**Task 2-4 Deliverables**

No deliverables have been submitted yet in support of this task.

## **Task 2-5: Detailed Design Documents**

Anchor QEA has initiated work on several detailed design tasks. As noted in the update for Task 2-1, the primary design work being completed now includes development of designs for key elements that were not developed to the preliminary design level during preliminary design and adjustments needed to reflect comments on the preliminary design from the public and the Dungeness Reservoir Work Group. This includes coordination of design work and development of design drawings for the intake and fish screening facility improvements, a settling basin at the upstream end of the HID Main Canal, and a pipeline that will replace the HID Main Canal from the fish screening facilities down to the H1 Lateral. These design activities were summarized as part of the update for Task 2-1.

Additional design work that has been completed to date that was not part of the approved Phase 2 Scope of Work has included the following:

- Evaluation of alternate reservoir configurations that are intended to either address comments from the public or reflect the findings of the seismic-geologic reconnaissance. Several alternate reservoir configurations have been evaluated and four alternate reservoir configurations have been presented to Clallam County for consideration.
- Evaluation of costs associated with alternate reservoir configurations.
- Presentation of alternate reservoir configurations to Clallam County.

### **Subtask 2-5.1: 60% Design**

Limited design work has been done to set up the 60% drawings and incorporate the elements identified as part of the update for Task 2-1. Work is also being done to develop drawings for elements that were not included in the preliminary design drawings but will need to be included in the design drawings as the project moves forward. These includes detailed design of intake and fish screening facility upgrades and the HID Main Canal pipeline (from the fish screen to the H1 Lateral).

### **Subtask 2-5.3: Final Design**

This subtask has not yet been initiated.

## **Task 2-5 Deliverables**

No deliverables have been submitted yet in support of this task.

## **Task 2-6: Permitting**

Anchor QEA has drafted applications for local, state, and federal permits, based on the preliminary design layout and anticipated impacts that the preliminary design would have on the site and adjacent resources. Work completed to date primarily includes the following:

- Preparation and review of a SEPA checklist for the project.

- Initiation of documentation to support application for a shoreline permit by Clallam County, which will trigger their review and SEPA determination.
- Coordination with the permitting agencies.
- Coordination of permitting documents and activities with the design work.
- Participation in a virtual pre-planning meeting with key regulatory personnel from Clallam County, the U.S. Army Corps of Engineers, and the Washington Department of Fish and Wildlife.

Anchor QEA has paused work on permit applications while work is being done to confirm the findings of the seismic-geologic reconnaissance and determine how those findings will impact the reservoir design. The first objective of this task is to initiate the permitting process, which may likely take up to year to complete, and to help the County make a determination regarding SEPA compliance. If the SEPA determination indicates that a more detailed project-level environmental review is required, that could significantly impact the project schedule. Completion of the applications will be contingent on completion of permit-ready design drawings, which are underway. However, key decisions about how to revise the reservoir configuration to incorporate public comment and reflect the findings of the seismic reconnaissance still need to be made before the drawings and permit applications can be completed.

### **Task 2-6 Deliverables**

A draft SEPA checklist was submitted to the County for review in February 2022. Additional permit documents will be submitted to the County for review as they are completed. The permit applications and supporting documentation will be completed once additional direction is provided regarding the configuration of the reservoir and other key elements.

### **Task 2-7: Dam Construction Permit**

Anchor QEA has continued consultation with the Washington Department of Ecology DSO. Anchor QEA, Shannon & Wilson, and Clallam County participated in a check-in call early in March 2023. Anchor QEA, Shannon & Wilson, and Clallam County also participated in a check-in call with DSO on October 10, 2023. A dam construction permit application will be completed and submitted when directed by Clallam County to formalize DSO's engagement in the project. They will then be given an opportunity to review geotechnical field activities and design deliverables as they are completed.

### **Task 2-7 Deliverables**

No deliverables have been submitted yet in support of this task.

### **Task 2-8: Operations and Maintenance**

To support initiation of discussions with the Dungeness Reservoir Work Group about operations and maintenance, Anchor QEA has completed the following:

- Preparation of a draft summary table and O&M framework document to support the discussion about O&M held during the July Dungeness Reservoir Work Group Meeting.
- Review of the O&M framework document with Clallam County.
- Participation in the July Dungeness Reservoir Work Group Meeting to present the O&M framework and initiate a discussion with the group about O&M roles and responsibilities.

## **Task 2-8 Deliverables**

The following deliverables have been submitted in support of this task:

- A draft summary table and O&M framework (PDF format)

A more detailed O&M Plan, opinion of long-term operating costs, and life-cycle cost analysis will be submitted later in the detailed design process.

## **Task 2-9: Phase 2 Project Management**

Anchor QEA is actively managing the work being completed during Phase 2 of the project. Work completed to date has included:

- Initiation and management of the work completed during Phase 2 of the project.
- Coordination of the work with Clallam County.
- Participation by Anchor QEA's project manager and principal-in-charge in regular check-in meetings with Clallam County.
- Participation in three virtual meetings with the Jamestown S'Klallam Tribe and the Washington Department of Fish and Wildlife to discuss impacts on fish early in 2023.
- Preparation for and participation in meetings with the Dungeness Reservoir Work Group in March, May, June, July, August, September, and October 2023.
- Preparation for and participation in design review meetings with the County's project manager, other public works staff, and Commissioner Ozias to discuss the reservoir configurations and potential adjustments that may need to be made to address concerns and comments provided by the public and the County's project partners. Design review meetings were held with the County on January 20, 2023; April 17, 2023; and August 3, 2023.
- Support for public outreach and response to requests for information from the public.
- Preparation for and participation in a meeting with neighbors of the reservoir hosted by the Dungeness Meadows Homeowner's Association on November 1, 2023.
- Participation in calls to review the proposed scope of work for the seismic-geologic study and next steps towards completing that work.
- Preparation of invoices and regular coordination with the County's project manager.



## **Task 2-9 Deliverables**

The following have been prepared and submitted as deliverables for this subtask:

- Monthly invoices
- Progress reports
- Presentation materials
- Meeting notes

## **Phase 2 – Amendments**

No amendments have been requested or approved to date during the Phase 2 work. However, several out-of-scope work items have been completed or are pending, as noted below under "Phase 2 – Additional Work Completed". An amendment, or amendments will be required to cover most of this additional work. Anchor QEA will continue to monitor the additional work against the overall Phase 2 budget and will communicate with Clallam County to determine when it would be most appropriate to request and secure an amendment, or amendments, for this work.

## **Phase 2 – Status of Project Budget**

Table 1 outlines the costs that have been invoiced to date for the Anchor QEA team's work on this project (through our October 2023 invoice) and a comparison against the budgets that were allocated for the work. As shown in Table 1 and as requested by Clallam County, Anchor QEA is tracking the work completed under Phase 2 under two different project numbers. Each project number reflects work that the County is intending to reimburse with separate funding sources. One source is the Ecology Streamflow Restoration Grant and the other is the Washington State Conservation Commission Irrigation Efficiencies Grant. The Irrigation Efficiencies Grant expired on May 31, 2023. Work that has not been invoiced yet that was intended to be completed with that funding will need to be covered with other funding. In addition, Anchor QEA is tracking work that will be constructed with funds from the U.S. Bureau of Reclamation's WaterSMART Grant with separate task numbers with a "WS" suffix, so that the County can track funds that can be used as match for that grant.

It should also be noted that the work that has been invoiced to date includes the additional work completed to date that was not originally part of our scope of work. This work is listed below under Phase 2 – Additional Work Completed and in Table 2. As noted previously, no amendments or increases to the budget have been requested yet to cover this work. However, an amendment or amendments may be required to cover some of this additional work, because the funds used to cover this work were originally intended to cover in-scope detailed design and project management work that has not yet been completed. Anchor QEA will continue to monitor the additional work



against the overall Phase 2 budget and will communicate with Clallam County to determine when an amendment is warranted.

## **Phase 2 – Additional Work Completed**

Anchor QEA has completed additional tasks that were not included in our approved scope of work but were requested by Clallam County to keep the project moving forward. These tasks are outlined in Table 2. Each additional task includes a summary of the work completed, an estimated cost, and an indication of the status of the work and whether the work has already been invoiced. As noted previously, no amendments have been requested or approved to date during the Phase 2 work. However, amendments will be required to cover most of this additional work.

## **Phase 2 – Additional Work That May be Required**

Table 2 also identifies several pending items of work that may be required to complete the detailed design and permitting for the Dungeness Reservoir project. This additional work includes inclusion of additional elements that have been requested by the Dungeness Reservoir Work Group and work that will likely be required to better understand the seismic features at the site and revise the design to address risks associated with those features.

Anchor QEA appreciates the opportunity to work on this project with Clallam County. Please feel free to contact Anchor QEA's project manager (David Rice, [drice@anchorqea.com](mailto:drice@anchorqea.com) or 206-219-5902) with any questions or concerns regarding the progress of the project to date.



**Table 1**  
**Dungeness Reservoir – Budget Status Summary**

| Phase/Task                               | Description                                                  | Intended Funding Source – Ecology Streamflow Grant |                  | Intended Funding Source – Irrigation Efficiencies Grant |                  | Total – All Funding Sources |                  |
|------------------------------------------|--------------------------------------------------------------|----------------------------------------------------|------------------|---------------------------------------------------------|------------------|-----------------------------|------------------|
|                                          |                                                              | Budget                                             | Invoiced to Date | Budget                                                  | Invoiced to Date | Budget                      | Invoiced to Date |
| Phase 1 – Preliminary Design             |                                                              |                                                    |                  |                                                         |                  |                             |                  |
| Total                                    | Phase 1 – Preliminary Design <sup>2,3</sup>                  | \$926,464                                          | \$926,171        |                                                         |                  | \$926,464                   | \$926,171        |
| Phase 2 – Detailed Design and Permitting |                                                              |                                                    |                  |                                                         |                  |                             |                  |
| 2-1                                      | Permit Ready Design Drawings                                 | \$10,774                                           | \$8,782          |                                                         |                  | \$10,774                    | \$8,782          |
| 2-1-WS                                   | Permit Ready Design Drawings – WS <sup>5</sup>               | \$4,000                                            | \$0              |                                                         |                  | \$4,000                     | \$0              |
| 2-2                                      | Support for Funding Applications                             | \$26,382                                           | \$3,838          |                                                         |                  | \$26,382                    | \$3,838          |
| 2-3                                      | Phase 2 Field Data Collection                                | \$493,616                                          | \$266,342        | \$292,866                                               | \$147,377        | \$786,482                   | \$413,719        |
| 2-3.1-OPT                                | Reservoir LiDAR Survey (Optional) <sup>1</sup>               | \$52,704                                           | \$0              |                                                         |                  | \$52,704                    | \$0              |
| 2-3.1                                    | Topographic and Boundary Surveys <sup>1</sup>                |                                                    |                  | \$111,477                                               | \$102,457        | \$111,477                   | \$102,457        |
| 2-3.2                                    | Phase 2 Geotechnical Explorations <sup>1</sup>               | \$438,265                                          | \$263,769        | \$152,000                                               | \$15,234         | \$590,265                   | \$279,003        |
| 2-3.3                                    | Utility Locations <sup>1</sup>                               | \$2,647                                            | \$2,573          |                                                         |                  | \$2,647                     | \$2,573          |
| 2-3.4                                    | Verify Capacity of the HID Main Canal <sup>1</sup>           |                                                    |                  | \$3,970                                                 | \$3,919          | \$3,970                     | \$3,919          |
| 2-3.5                                    | Cultural Resources <sup>1</sup>                              |                                                    |                  | \$25,419                                                | \$25,767         | \$25,419                    | \$25,767         |
| 2-3-WS                                   | Phase 2 Field Data Collection - WS <sup>5</sup>              |                                                    |                  | \$30,066                                                | \$29,391         | \$30,066                    | \$29,391         |
| 2-3.1-WS                                 | Topographic Survey of Intake Facilities - WS <sup>1, 5</sup> |                                                    |                  | \$13,066                                                | \$13,504         | \$13,066                    | \$13,504         |
| 2-3.2-WS                                 | Phase 2 Geotechnical Borings and Wells - WS <sup>1,5</sup>   |                                                    |                  | \$14,000                                                | \$13,614         | \$14,000                    | \$13,614         |
| 2-3.5-WS                                 | Cultural Resources - WS <sup>1,5</sup>                       |                                                    |                  | \$3,000                                                 | \$2,273          | \$3,000                     | \$2,273          |
| 2-4                                      | Detailed Design Analysis                                     | \$343,065                                          | \$39,741         | \$19,000                                                | \$12,400         | \$362,065                   | \$52,141         |
| 2-4-WS                                   | Detailed Design Analysis                                     | \$15,000                                           | \$676            |                                                         |                  | \$15,000                    | \$676            |
| 2-5                                      | Detailed Design Documents                                    | \$434,723                                          | \$112,379        |                                                         |                  | \$434,723                   | \$112,379        |
| 2-5-WS                                   | Detailed Design Documents                                    | \$190,000                                          | \$20,295         |                                                         |                  | \$190,000                   | \$20,295         |
| 2-6                                      | Permitting                                                   | \$39,363                                           | \$32,146         |                                                         |                  | \$39,363                    | \$32,146         |
| 2-6-WS                                   | Permitting - WS <sup>4</sup>                                 | \$16,000                                           | \$1,790          |                                                         |                  | \$16,000                    | \$1,790          |
| 2-7                                      | Dam Construction Permit                                      | \$37,221                                           | \$4,452          |                                                         |                  | \$37,221                    | \$4,452          |
| 2-8                                      | Operations and Maintenance                                   | \$39,254                                           | \$5,689          |                                                         |                  | \$39,254                    | \$5,689          |
| 2-8-OPT                                  | Energy Generation Feasibility (Optional)                     | \$18,359                                           | \$0              |                                                         |                  | \$18,359                    | \$0              |
| 2-9                                      | Phase 2 Project Management                                   | \$175,887                                          | \$180,890        |                                                         |                  | \$175,887                   | \$180,890        |
| Total                                    | Phase 2 – Detailed Design and Permitting <sup>5</sup>        | \$1,843,644                                        | \$677,020        | \$341,932                                               | \$189,169        | \$2,185,576                 | \$866,189        |
| Total                                    | All Phases                                                   | \$2,770,108                                        | \$1,603,191      | \$341,932                                               | \$189,169        | \$3,112,040                 | \$1,792,360      |

**Notes:**

1. The numbers for sub-tasks shaded in gray roll up into the totals for the task above the gray shaded rows.
2. The original budget approved for preliminary design and related amendments was \$931,464. Of the budget allocated to cultural resources review as part of the Phase 1 budget, \$25,000 was transferred to Tasks 2-3.5 and 2-3.5-WS under Phase 2 so that it could be invoiced against funding provided by the Irrigation Efficiencies Grant. To accommodate additional effort that was needed to prepare and participate in the public meeting in December, \$20,000 of budget was transferred from the Phase 2 budget for Tasks 2-5 and 2-5-WS to Phase 1. The net decrease in the Phase 1 budget was \$5,000.
3. Most of the Phase 1 budget for optional work that was not completed was reallocated to additional work that was required during Phase 1, including funding application support, additional meetings and coordination, and additional cultural resources coordination with Ecology.
4. The budget approved for Phase 2 was \$2,180,576. That included \$2,109,512 of non-optional work and \$71,063 of optional work. As noted above, \$25,000 was transferred to Tasks 2-3.5 and 2-3.5-WS from Phase 1 so that it could be invoiced against funding provided by the Irrigation Efficiencies Grant. To accommodate additional effort that was needed to prepare and participate in the public meeting in December, \$20,000 of budget was transferred from the Phase 2 budget for Tasks 2-5 and 2-5-WS to Phase 1. The net increase in the Phase 2 budget was \$5,000.
5. Tasks with a "WS" suffix indicate design and permitting work for items that will be constructed with U.S. Bureau of Reclamation WaterSMART funds.



**Table 2**  
**Dungeness Reservoir – Out-of-Scope Work Summary**

| <b>Out-of-Scope Work Item or Change Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Estimated Cost</b> | <b>Status</b>         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| <b>Additional Cultural Resources Survey Work – Main Canal from Intake to H1 Lateral:</b><br><i>Anchor QEA issued an amendment to Dudek for this work in October 2022 to include a survey of the HID Main Canal. Their original scope of work just included additional survey of the reservoir site and areas around the intake and screening facilities. Work was completed during their field survey in November 2022. The cultural resources work is being tracked as Task 2-3.5.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$6,268               | Complete,<br>Invoiced |
| <b>Additional Topographic Survey Work – Near Intake, Along HID Main Canal, and for Spillway:</b><br><i>The cost of the topographic survey increased when we contracted the work with our subconsultant, Parametrix, due to additional detail that was needed near the intake facilities and along the HID Main Canal, as part of the work outlined in Task 2-3.1 of our approved scope of work. We also made adjustments to the scope of the survey and requested additional detail in the area at the Dungeness River side channel near the Independent Canal diversion facilities to support the design of the spillway facilities. In addition, we asked the surveyor to gather the locations of stakes along the geophysical lines, which was not part of their original scope of work, but they were able to gather that data within the time frame allocated for their most recent trip to the site.</i>                                                                                                                                                                                                                                                                                     | \$21,670              | Complete,<br>Invoiced |
| <b>Initial Review of Alternate Reservoir Design Configurations:</b><br><i>In response to the comments from the public and project partners, Anchor QEA initially reviewed three additional potential alternate reservoir configurations. This review consisted of the following work for each alternate configuration:</i> <ul style="list-style-type: none"><li><i>Revisions to the reservoir grading to determine the size and shape of the alternate reservoir configuration. Each alternate configuration was reviewed to confirm that it provides roughly the same storage capacity as the preliminary design, but with a lower embankment to elevation.</i></li><li><i>Calculation of the volumes of materials required for each alternate reservoir configuration.</i></li><li><i>Completion of a high-level opinion of cost (by plugging new volumes into the opinion of cost for the preliminary design configuration) to reflect the volumes to understand the order-of-magnitude impact on the cost of the project.</i></li><li><i>Preparation of figures to illustrate the alternate configuration relative to the preliminary design, including plan and section views.</i></li></ul> | \$10,000              | Complete,<br>Invoiced |

| Out-of-Scope Work Item or Change Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Estimated Cost | Status                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------|
| <p><b>Additional Meetings and Coordination:</b></p> <p><i>Anchor QEA has prepared for and participated in meetings to coordinate the work with Clallam County, the Dungeness Reservoir Work Group, and key stakeholders that were not anticipated in our Phase 2 Scope of Work. These have included the following meetings:</i></p> <ul style="list-style-type: none"> <li><i>• A virtual design review meeting to discuss potential reservoir design adjustments with Clallam County, Shannon &amp; Wilson, and Anchor QEA on January 20, 2023.</i></li> <li><i>• A virtual meeting to discuss concerns about the impact of upgrades to HID intake facilities on fish habitat with Clallam County, the Jamestown S'Klallam Tribe, WDFW, HID, Anchor QEA, and HDR on February 17, 2023.</i></li> <li><i>• A virtual meeting to discuss concerns about the impact of upgrades to HID intake facilities on fish habitat with Clallam County, the Jamestown S'Klallam Tribe, WDFW, HID, Anchor QEA, and HDR on March 3, 2023.</i></li> <li><i>• A meeting with the Dungeness River Work Group to review progress on the design and respond to questions for the Work Group with Anchor QEA and Shannon &amp; Wilson on March 13, 2023.</i></li> <li><i>• A virtual design review meeting to discuss potential reservoir design adjustments with Clallam County, Shannon &amp; Wilson, and Anchor QEA on April 17, 2023.</i></li> <li><i>• A virtual meeting with the Dungeness Reservoir Work Group to review progress on the design and respond to comments for Work Group members with Anchor QEA on May 11, 2023.</i></li> <li><i>• A virtual meeting to discussion water rights with Washington Water Trust, Clallam County, the Dungeness Water User's Association, and Ecology on June 21, 2023.</i></li> <li><i>• An in-person meeting with the Dungeness Reservoir Work Group to review progress on the design and respond to comments for Work Group members with Anchor QEA on June 21, 2023.</i></li> <li><i>• A virtual meeting to discussion water rights with Washington Water Trust, Clallam County, the Dungeness Water User's Association, and Ecology on August 2, 2023.</i></li> <li><i>• An in-person meeting with the Clallam County Board of Commissioners to present alternate reservoir configurations and provide an update on the project on August 14, 2023.</i></li> <li><i>• A virtual meeting with the Dungeness Reservoir Work Group to present alternate reservoir configurations and provide an update on the project on August 16, 2023.</i></li> <li><i>• A virtual meeting with the Dungeness Reservoir Work Group on September 20, 2023.</i></li> <li><i>• A meeting with Clallam County on September 25, 2023 to discuss the proposed scope of work for the seismic-geologic fault study.</i></li> <li><i>• A virtual meeting with the Dungeness Reservoir Work Group on October 18, 2023.</i></li> <li><i>• A meeting with the Dungeness Meadows Homeowner's Association to present an update to the neighbors on November 1, 2023.</i></li> </ul> <p><i>Anchor QEA has also assisted the County in developing responses to comments from various members of the Dungeness Reservoir Work Group and helped the County prepare a comment response table that will track comments from Work Group members.</i></p> | \$43,000       | Complete,<br>Invoiced |

| Out-of-Scope Work Item or Change Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Estimated Cost | Status             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------|
| <b>Frequently Asked Questions Document:</b><br>Anchor QEA assisted Clallam County and Washington Water Trust in preparing a Frequently Asked Questions (FAQ) Document to summarize questions submitted by the public through the public meeting in December, through the County's web site, and via other communications with the County. A response was prepared for each question, either by Anchor QEA, Clallam County, or Washington Water Trust. The document was then formatted and edited by Anchor QEA, submitted to the Dungeness Reservoir Work Group for review, then edited further to address comments provided. The document was finalized and published to the County's web site late in May 2023.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$6,000        | Complete, Invoiced |
| <b>Geotechnical Field Work – Additional Trip to Complete Borings:</b><br>Anchor QEA coordinated with Shannon & Wilson to schedule an additional trip to the site to complete borings on the HID Main Canal near the fish screen/settling basin and at the H1 Lateral, so that the work could be reimbursed with IEGP funds before they expire. These borings were planned as part of the overall Phase 2 geotechnical program in our approved scope of work but were intended to be completed at the same time as borings to be completed at the reservoir site. The additional trip will result in a change in the cost of the Phase 2 geotechnical field work due to increased labor time for those involved and an additional mobilization/demobilization fee from the drilling contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$5,000        | Complete, Invoiced |
| <b>Topographic Survey – Additional Data Collection and Additional Trip:</b><br>Anchor QEA coordinated with the surveyor to collect the remaining data that could be collected at the site, including the property boundary at the reservoir site and Phase 1 boring locations, to allow for reimbursement with IEGP funds before they expire. The Phase 2 boring locations will not be complete, so an additional trip will be required to collect those locations. The collection of this data is included in Anchor QEA's scope of work, but the additional trip may result in additional surveying costs that are above the budget allocated for that work. However, based on the work invoiced to date, we are hopeful that the additional trip will fit within the budget allocated for the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$1,000        | Complete, Invoiced |
| <b>Additional Geotechnical Analysis – Based on Seismic-Geologic Site Reconnaissance Results (Work Already Completed to Date)</b><br>Includes work completed between May through October 2023 to follow up on the seismic-geologic site reconnaissance work, including work completed since presenting the seismic reconnaissance results to Clallam County in May 2023. Additional work that has been completed as a follow up to the seismic-geologic site reconnaissance that was not anticipated as part of our scope of work includes the following: <ul style="list-style-type: none"> <li>• Additional coordination between Anchor QEA and our geotechnical subconsultant, Shannon &amp; Wilson</li> <li>• Additional work by our subconsultant, Shannon &amp; Wilson, to understand the potential impact on the project design, identify potential next steps, and communicate that information to Anchor QEA and Clallam County</li> <li>• An additional meeting with Clallam County to discuss the results and anticipated path forward</li> <li>• Initial research of fault offsets for nearby faults</li> <li>• Initial literature review on embankment dam design for fault offset</li> <li>• An additional meeting to review potential next steps and prepare for presentations to the Clallam County Board of Commissioners and Dungeness Reservoir Work Group</li> <li>• Scoping of a fault study to further evaluate potential fault lines at the reservoir site</li> </ul> | \$50,118       | Complete, Invoiced |

| Out-of-Scope Work Item or Change Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Estimated Cost   | Status                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------|
| <b>Additional Reservoir Configuration Analysis – Based on Seismic-Geologic Site Reconnaissance Results</b><br><i>In response to the findings of the seismic site reconnaissance work, Anchor QEA reviewed and additional alternate reservoir configuration that would involve locating the reservoir further south on the property to avoid overlap of the reservoir embankment with the potential fault zone identified through the seismic site reconnaissance. This would require coordination with BPA to figure out how the reservoir could be constructed through the BPA easement and reconfiguration of the reservoir to deal with other site constraints.</i><br><br><i>Work completed included:</i> <ul style="list-style-type: none"> <li>Refinement of reservoir grading to determine the size and shape of the alternate reservoir configuration.</li> <li>Calculation of the volumes of materials required for each alternate reservoir configuration.</li> <li>Completion of a high-level opinion of cost (by plugging new volumes into the opinion of cost for the preliminary design configuration) to reflect the volumes to understand the order-of-magnitude impact on the cost of the project.</li> <li>Preparation of figures to illustrate the alternate configuration relative to the preliminary design, including plan and section views.</li> <li>Presentation of the information to Clallam County for review.</li> </ul> | \$8,000          | Complete, Invoiced          |
| <b>Additional Support for Property Acquisition, Coordination with DNR</b><br><i>Our scope of work included up to five working meetings to support the County's negotiation of the property purchase with Washington DNR. The level of coordination and effort provided by Anchor QEA's principal scientist, Mark Larsen, to support the property acquisition has already exceeded what was anticipated when the scope of work was prepared. We anticipate that additional effort will be required by Mark over the next 6 months to assist the County in coordinating with DNR to complete the property acquisition.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$10,000         | Ongoing, Partially Invoiced |
| <b>Revisions to QAPP for Sampling Downstream Irrigation System</b><br><i>Anchor QEA prepared a QAPP for sampling the downstream irrigation system as part of our Phase 1 scope of work. Ecology recently provided several comments on the QAPP that will need to be addressed and a revised QAPP will need to be submitted to initiate the sampling at these additional locations to provide a baseline for the water quality analysis.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$8,500          | Ongoing, Partially Invoiced |
| <b>Frequently Asked Questions Document Revisions and Updates:</b><br><i>Anchor QEA is in the process of updating the FAQ document so that it can be reposted to the County's project web site with updated information for the public.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$1,000          | Ongoing, Not Invoiced Yet   |
| <b>Subtotal – Out-of-Scope Work that is Complete or Ongoing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$170,556</b> | <b>Completed, Ongoing</b>   |
| <b>Completion of Step 1 – Desktop Review of Seismic-Geologic Fault Study</b><br><i>Includes remainder of work to be completed for Step 1 – Desktop Review for the Seismic-Geologic Site Reconnaissance. This includes all work budgeted in the most current scope of work for Step 1 – Desktop Review that has not already been completed. Work completed through October 2023 is reflected in the item above titled "Additional Geotechnical Analysis – Based on Seismic-Geologic Site Reconnaissance Results (Work Already Completed to Date)".</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$157,018        | Pending                     |

| Out-of-Scope Work Item or Change Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Estimated Cost | Status  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------|
| <b>Completion of Additional Steps Needed to Complete Seismic-Geologic Fault Study</b><br><i>This would include additional field work or other steps that may need to be completed to follow up on the seismic-geologic site reconnaissance results. The additional work could include:</i> <ul style="list-style-type: none"> <li>• Trench site selection to select appropriate sites for trenching to evaluate seismic features.</li> <li>• Trenching to evaluate seismic features.</li> <li>• Preparation of a report.</li> </ul> <i>Recommendations and a more detailed approach and cost for these steps will be developed at the completion of Step 1 – Desktop Review of the Seismic-Geologic Fault Study.</i> | TBD            | Pending |
| <b>Seismic Displacement (Fault Rupture) Modeling and Analysis</b><br><i>This would include modeling and analysis of fault rupture along the fault lines identified at the site based on the data collected as part of the Additional Geotechnical Field Work listed above. A detailed scope of work and budget for this analysis has not yet been developed but would be developed based on the findings of the Additional Geotechnical Field Work listed above.</i>                                                                                                                                                                                                                                                 | TBD            | Pending |
| <b>Revisions to Design of Reservoir Embankment to Accommodate Fault Rupture</b><br><i>This would include modifying the zoned embankment design to accommodate the findings of the Additional Geotechnical Field Work and Seismic Displacement Modeling and Analysis tasks outlined above. The embankment design would be revised to reflect the actual fault location and characteristics of the final reservoir configuration selected for the project.</i>                                                                                                                                                                                                                                                         | TBD            | Pending |
| <b>Additional Consultation with DSO Regarding Seismic Findings</b><br><i>Additional consultation will likely be needed with DSO to review the findings of the seismic reconnaissance, confirm the approach to the Additional Geotechnical Field Work and Seismic Displacement outlined above, and to ensure that revisions to the design of the reservoir embankment meet Dam Safety requirements.</i>                                                                                                                                                                                                                                                                                                               | TBD            | Pending |
| <b>Additional Consultation with BPA for Impacts to BPA Easement</b><br><i>If the selected reservoir configuration causes additional impact to the BPA easement through the reservoir site, additional consultation may be required with BPA to ensure that the improvements are consistent with the restrictions on their easement.</i>                                                                                                                                                                                                                                                                                                                                                                              | TBD            | Pending |
| <b>Additional Borings, Test Pits, Revisions to Phase 2 Geotechnical Investigation</b><br><i>The plan for drilling borings and digging test pits to gather additional information to support the detailed design of the reservoir will likely need to be revised based on the outcome of the other pending tasks listed here and the reservoir configuration selected for final design.</i>                                                                                                                                                                                                                                                                                                                           | TBD            | Pending |
| <b>Revisions to Reservoir Grading and Site Layout</b><br><i>The reservoir grading and site layout will need to be revised if the reservoir configuration selected is different from the reservoir configuration indicated in the preliminary design. The level of effort required for these revisions will be based on the reservoir configuration selected.</i>                                                                                                                                                                                                                                                                                                                                                     | TBD            | Pending |

| Out-of-Scope Work Item or Change Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Estimated Cost | Status         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|
| <b>Additional Wetland Survey and Permitting Effort</b><br><i>The wetland survey and permitting effort that has been completed to date assumed that the reservoir footprint, configuration, and impact on the site would be similar to what is represented in the preliminary design drawings and report. If the reservoir configuration changes, additional effort may be required to review wetland locations and impacts and revise permit applications to reflect the revised configuration.</i>                                                                              | TBD            | Pending        |
| <b>Detailed Design of Downstream Irrigation Pipelines</b><br><i>Anchor QEA developed preliminary design drawings for downstream pipelines needed to convey reservoir water to downstream users under a separate contract with Clallam Conservation District in 2021. The detailed design of these pipelines has not been initiated and funding for the design has not been identified or secured. The Dungeness Water Users Association has asked that this work be included with the reservoir design as one project.</i>                                                       | TBD            | Pending        |
| <b>Detailed Design of Drought Relief Pump Station</b><br><i>The Phase 2 Scope of Work includes a feasibility-level evaluation of the potential for including a pump station that would deliver water from the reservoir to the HID Main Canal to serve users on the canal that cannot be supplied with reservoir water by gravity. Design of the pump station and related facilities was not included in the design. The Dungeness Water Users Association has asked that this be included in the design, if the feasibility-level evaluation indicates that it is feasible.</i> | TBD            | Pending        |
| <b>Subtotal – Out-of-Scope Work that is Pending or May Be Needed in the Future</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>TBD</b>     | <b>Pending</b> |

2d



# AGENDA ITEM SUMMARY

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

DEC 12 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 12/11/23

REGULAR AGENDA ☒ Meeting Date: 12/12/23

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

**Item summary:**

- |                                           |                                                                                      |
|-------------------------------------------|--------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 000-19-002-2 |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item           |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other              |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Second amendment to interlocal agreement for the Salish Behavioral Health Administrative Services Organization. This amendment is to extend the agreement's expiration date to December 31, 2025 only. Review and approve of the second amendment.

**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?)  
Review and approve of the second amendment.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners

**Relevant Departments:** Board of Commissioners

**Date submitted:** 12/6/23

\* 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)

Salish agreement amendment 2  
Revised: 3-04-2019

000-19-002-2

KC-279-19-B

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT  
FOR THE SALISH BEHAVIORAL HEALTH ADMINISTRATIVE  
SERVICES ORGANIZATION**

This Second Amendment to Interlocal Agreement for the Salish Behavioral Health Administrative Services Organization (the "Agreement") is entered into among the undersigned effective January 1, 2024. The Agreement is amended as follows:

1. Section X(A) (Effective Date and Duration): The Agreement's expiration date is extended through December 31, 2025.
2. All other provisions of the Agreement remain unchanged and in full force and effect.

**KITSAP COUNTY BOARD  
COMMISSIONERS**

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**CHARLOTTE GARRIDO**, Chair

\_\_\_\_\_  
**KATHERINE T. WALTERS**, Commissioner

\_\_\_\_\_  
**CHRISTINE ROLFES**, Commissioner

**ATTEST:**

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

**CLALLAM COUNTY BOARD  
COMMISSIONERS**

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**MARK OZIAS**, Chair

\_\_\_\_\_  
**RANDY JOHNSON**, Commissioner

\_\_\_\_\_  
**MIKE FRENCH** Commissioner

Approved as to form only by



Bert Dee Boughton  
Civil Deputy Prosecuting Attorney  
Clallam County

**JEFFERSON COUNTY BOARD  
COMMISSIONERS**

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**KATE DEAN**, Chair

\_\_\_\_\_  
**HEIDI EISENHOUR**, Commissioner

\_\_\_\_\_  
**GREG BROTHERTON**, Commissioner

**JAMETOWN S'KLALLAM TRIBE**

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**W. RON ALLEN, TRIBAL CHAIR/CEO**



22  
DEC 12 2023

## AGENDA ITEM SUMMARY

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

**Department:** Prosecuting Attorney's Office

**WORK SESSION** ☒ Meeting Date: December 11, 2023

**REGULAR AGENDA** ☒ Meeting Date: December 12, 2023

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

**Item summary:**

- |                                           |                                                                                           |
|-------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # <b>841.23.006</b> |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item                |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other                   |

Documents exempt from public disclosure attached: ☐

**Executive summary:** The Prosecuting Attorney's Office is requesting legislative approval of a contract that will allow for the provision of supplemental appellate legal services.

**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?** ☐ **Monies will be drawn from the Prosecuting Attorney's Office's 2024 budget, as now or hereafter amended.**

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

**County Official signature & print name:** Mark Nichols, Prosecuting Attorney

**Name of Employee/Stakeholder attending meeting:** Mark Nichols, Prosecuting Attorney

**Relevant Departments:** Prosecuting Attorney, Board of County Commissioners, County Administrator, Finance Department

**Date submitted:** Tuesday, December 5, 2023

\* 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)

## **SPECIAL DEPUTY – APPEALS AGREEMENT**

This Agreement is entered into by and between the Clallam County Prosecuting Attorney, hereinafter referred to as the “County,” and the law office of Glisson & Morris, P.S., hereinafter referred to as the “Special Deputy.”

The parties agree as follows:

### Section 1. Special Deputy Appointment.

The County will appoint Jeremy A. Morris from the firm of Glisson & Morris, P.S. as a Special Deputy Prosecutor pursuant to RCW 36.27.040. The County shall be responsible for filing the Special Deputy Appointment with the Clallam County Auditor’s Office, as required by RCW 36.27.040. The present Agreement shall cover all work performed in connection with the following matters:

- State v. Latch, 58813-7-II ;
- State v. Parrish, 58805-6-II ;
- State v. Ferguson, 58378-0-II;
- State v. Burks, 58378-0-II
- State v. McGee, 58125-6-II ; and
- Any other appellate work as assigned in writing by the County.

### Section 2. Duties of the Special Deputy.

The Special Deputy shall be responsible for the following with respect to appeals:

1. Filing a Notice of Appearance.
2. The preparation and filing of the Appellant and/or Respondent’s Brief, as the case may be, and any necessary motion or response that may arise in the appellate case.
3. Appearing and presenting oral argument at the Court of Appeals, if the Court schedules an oral argument.
4. All services provided by the Special Deputy under this agreement shall be performed in accordance with the Rules of Professional Conduct as well as any applicable statutes regarding the conduct of prosecuting attorneys, deputy prosecutors, or special deputy prosecutors.

### Section 3. Duties of the County.

The County shall be responsible for the following with respect to appeals:

1. Providing copies of any reasonably necessary documents from the Prosecutor's case file or the Superior Court file related to designated appeals.
2. Obtaining and paying for any reasonably necessary additional transcripts if the opposing side has not ordered those transcripts. If the Special Deputy feels that certain additional transcripts are needed, he shall inform the County of this and provide a brief explanation of why the transcripts are necessary and an estimate of their cost.
3. The County shall pay any costs that are billed by an appellate court in this case, including the copying costs that Appellate Court typically charges when briefs are filed electronically.
4. If the opposing party prevails and is awarded costs as a result, the County shall pay these costs. These costs are outlined in RAP 14.3 and typically include the costs associated with the preparation of transcripts and the briefs as well as filing fees and copying charges that were billed by the appellate court.

#### Section 4. Compensation.

The County agrees to pay the Special Deputy \$4000.00 per appeal for a total of \$20,000.00. If the Office of Public Defense (OPD) pays counsel for the appellant more than \$4000.00 in any of the appeals, then the County agrees to pay the Special Deputy a fee that will match the amount paid by OPD to counsel for the appellant.

Furthermore, the scope of work covered by this agreement does not include any Personal Restraint Petitions that may arise out of the same Superior Court case, nor does this agreement cover any Petition for Review in the Washington Supreme Court. Thus, if the Defendant files a PRP or a Petition for Review, the County and the Special Deputy will need to expand the scope of work using the "other appellate work as assigned" option contained within Section 1 of this agreement. In short, this Agreement shall apply only to the actual direct appeal in the Court of Appeals under the appellate cause number outlined above.

#### Section 5. Indemnification and Insurance.

The County will defend, indemnify, and hold harmless the Special Deputy for services rendered in connection with this agreement, provided the Special Deputy acts within the course and scope of his appointment. The Special Deputy shall maintain a professional liability insurance policy of at least \$500,000.00.

#### Section 6. County's Right to Terminate this Agreement.

As the County must maintain the ability to control all aspects of the prosecution of criminal cases, the County may terminate this agreement at any time. If at the time of termination, however, the Special Deputy shall have already begun work on this appeal, the Special Deputy shall be entitled to the full

compensation outlined above unless both parties come to a different agreement regarding what shall constitute fair compensation for the work performed prior to termination. Furthermore, the County has the right to revoke the Special Deputy Appointment at any time.

#### Section 7. Parties' Rights to Modify this Agreement.

No change, amendment, or modification of any provision of this agreement shall be valid unless set forth in a written instrument and signed by each of the parties.

#### Section 8. Dispute Resolution, Venue, and Governing Law.

Differences between the parties arising under this agreement shall be brought to the Clallam County Prosecuting Attorney's attention at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

In the event that litigation should arise concerning the construction or interpretation of any terms of this agreement, the venue of such action of litigation shall be in the Clallam County Superior Court of the State of Washington. Moreover, this agreement shall be governed by the laws of the State of Washington.

The rights and remedies of the parties, as set forth in any provision of this agreement are in addition to and do not in any way limit the other rights and remedies afforded to the parties by operation of law.

#### Section 9. Other Agreements.

The Special Deputy further agrees he will not appear as a criminal defense attorney in any cases in Clallam County, nor will he appear as opposing counsel in any civil cases involving where Clallam County is a named party, nor will he appear as opposing counsel in any other cases where the Clallam County Prosecutor (or a deputy) have appeared as a counsel of record.

The County, however, hereby waives any potential conflict of interest that might arise by the Special Deputy appearing in a criminal or civil case where the State of Washington is a party, so long as that case does not occur in Clallam County or involve any actual participation by the Clallam County Prosecutor's Office or its employees.

#### Section 10. Agreement Not Enforceable by Third Parties.

This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

#### Section 11. Work Product.

All writings, public records, or other materials prepared by the Special Deputy in connection with the performance of this agreement shall be the property of the County, and upon request by the County shall be sent to the County for retention.

Section 12. Severability.

If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

Section 13. Waiver.

Waiver of any breach or condition of this agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this agreement shall be held waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

Section 14. Survival.

The provisions of Section 5 and Section 11 shall survive, notwithstanding termination or invalidity of this agreement for any reason.

THE PARTIES hereby indicate their agreement to the terms and conditions set forth hereinabove by their authorized signatures below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

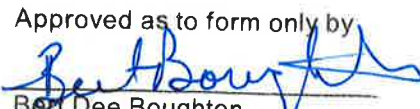
\_\_\_\_\_  
Mark Burns Nichols  
Clallam County Prosecuting Attorney  
223 E. 4th Street, Suite 11  
Port Angeles, WA 98362

Phone: (360) 417-2371  
Fax: (360) 417-2469

\_\_\_\_\_  
Jeremy Aaron Morris  
Glisson & Morris, P.S.  
569 Division Street, Suite C  
Port Orchard, WA 98366

Phone: (360) 519-3500  
Fax: (360) 519-3511

\_\_\_\_\_  
Mark Ozias, Chair  
Clallam County Board of County Commissioners  
223 E. 4th Street, Suite 4  
Port Angeles, WA 98362  
Phone (360) 417-2233  
Fax (360) 417-2493

Approved as to form only by  
  
Ben Dee Boughton  
Civil Deputy Prosecuting Attorney  
Clallam County

# Oath

I, JEREMY AARON MORRIS, do solemnly swear that I am an attorney admitted to general practice as an attorney before the courts of the state of Washington, and that I will support the Constitution and the laws of the United States and the state of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of Special Deputy Prosecuting Attorney in and for the county of Clallam, state of Washington, according to the best of my ability and understanding.

\_\_\_\_\_  
JEREMY AARON MORRIS  
WSBA # 28722

SUBSCRIBED AND SWORN:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name:  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
\_\_\_\_\_, Washington.  
My commission expires \_\_\_\_\_

## **SPECIAL DEPUTY PROSECUTOR APPOINTMENT**

WHEREAS RCW 36.27.040 provides for an appointment of a Special Deputy Prosecuting Attorney by the duly elected and acting Prosecuting Attorney for Clallam County; and

WHEREAS, JEREMY AARON MORRIS has been selected to assist Clallam County for this purpose and is admitted to practice before all the courts in the state of Washington under WSBA Number 28722; and

WHEREAS, it is necessary to appoint a Special Deputy Prosecuting Attorney to act as a deputy prosecuting attorney for Clallam County for the purpose of representing Clallam County in appellate matters identified by and through the corresponding Special Deputy – Appeals Agreement;

NOW, THEREFORE, JEREMY AARON MORRIS is hereby appointed as a Special Deputy Prosecuting Attorney for Clallam County for the specific purpose of representing Clallam County in the above-mentioned cases, as necessary, as noted above.

This appointment shall be valid until such time as it may be revoked by the Clallam County Prosecuting Attorney. This appointment may be revoked at will.

Effective \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mark Burns Nichols, WSBA #32848  
Clallam County Prosecuting Attorney



3a  
DEC 12 2023

## AGENDA ITEM SUMMARY

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

**Department: BOCC**

**WORK SESSION**    ☒ **Meeting Date: 12-4-23**

**REGULAR AGENDA**    ☒ **Meeting Date: 12-12-23**

**Item summary:**

- |                                                |                                                              |                                      |
|------------------------------------------------|--------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                      |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance                     | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Vacancies exist on the Committee due to expired terms.

A press release was issued in November 2023 soliciting applications from interested citizens, and the current members whose terms are expiring were notified. No applications were received.

The current members with the expiring terms advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

The Department of Community Development endorses the reappointments of Katherine Krueger and Alice Ryan to the North Pacific Coast Marine Resources Committee.

**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 reappointment.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners and Department of Community Development

**Relevant Departments:** Board of Commissioners and Department of Community Development

**Date submitted:** 11-29-23

\* 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)

North Pacific Coast MRC Krueger & Ryan 12-12-23  
Revised: 3-04-2019

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



RESOLUTION \_\_\_\_\_, 2023

REAPPOINTING MEMBERS TO THE NORTH PACIFIC COAST MARINE RESOURCES  
COMMITTEE FOR WESTERN CLALLAM AND JEFFERSON COUNTIES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Resolution 78 adopted by the Board of Commissioners on September 15, 2009 created the North Pacific Coast Marine Resources Committee.
2. Vacancies exist on the Committee due to expired terms.
3. A press release was issued in November 2023 soliciting applications from interested citizens, and the current members whose terms are expiring were notified. No applications were received.
4. The current members with the expiring terms advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.
5. The Department of Community Development endorses the reappointments of Katherine Krueger and Alice Ryan to the North Pacific Coast Marine Resources Committee.

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

1. **Katherine Krueger** is reappointed to the Clallam County Citizen (Scientific Community) for a term ending December 31, 2025.
2. **Alice Ryan** is reappointed to the Clallam County Citizen (Recreational Groups) for a term ending December 31, 2025.

PASSED AND ADOPTED this 12th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Mike French

ATTEST:

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

c: A22.164  
Appointee  
DCD  
Tami Pokorny - Jefferson



30  
DEC 12 2023

## AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-4-23

REGULAR AGENDA ☒ Meeting Date: 12-12-23

### Item summary:

- |                                                |                                                              |                                      |
|------------------------------------------------|--------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                      |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance                     | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

### Executive summary:

A vacancy exists on the North Olympic Library System Board of Trustees due to an expired term.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. Three new applications were received.

The member with expiring term advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

The Executive Director of the North Olympic Library System endorses the reappointment of Jennifer Pelikan to the North Olympic Library System Board of Trustees.

**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 to reappoint.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Noah Glaude – Executive Director - NOLS

**Relevant Departments:** Board of Commissioners

**Date submitted:** 11-29-23

\* 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 \_\_\_\_\_, 2023

REAPPOINTING A MEMBER TO THE  
NORTH OLYMPIC LIBRARY SYSTEM BOARD OF TRUSTEES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the North Olympic Library System Board of Trustees due to an expired term.
2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. Three new applications were received.
3. The member with expiring term advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.
4. The Executive Director of the North Olympic Library System endorses the reappointment of Jennifer Pelikan to the North Olympic Library System Board of Trustees.

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

1. **Jennifer Pelikan** is reappointed for a term ending December 31, 2028.

PASSED AND ADOPTED this 12<sup>th</sup> day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Mike French

c: A22.165  
Appointee (s)  
NOLS



36

## AGENDA ITEM SUMMARY

DEC 12 2023

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

**Department: BOCC**

**WORK SESSION**    ☒ **Meeting Date: 12-4-23**

**REGULAR AGENDA**    ☒ **Meeting Date: 12-12-23**

**Item summary:**

- |                                                |                                                              |                                      |
|------------------------------------------------|--------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                      |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance                     | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

A vacancy exists on the Clallam Bay/Seki Sewer Advisory Committee due to an expiration of term.

A press release was issued to the press in November 2023 to solicit applications and the current member with the expiring term was notified. No other applications were received.

The member with the expiring term notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

The Public Works/Roads Department endorses the reappointment of Karin Ashton to the Clallam Bay/Seki Sewer Advisory Committee.

**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 reappointing.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners and Public Works/Roads

**Relevant Departments:** Board of Commissioners and Public Works/Roads

**Date submitted:** 11-29-23

\* 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 \_\_\_\_\_, 2023

REAPPOINTING A MEMBER TO THE  
CLALLAM BAY/SEKIU SEWER ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam Bay/Sekiu Sewer Advisory Committee due to an expiration of term.
2. A press release was issued to the press in November 2023 to solicit applications and the current member with the expiring term was notified. No other applications were received.
3. The member with the expiring term notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.
4. The Public Works/Roads Department endorses the reappointment of Karin Ashton to the Clallam Bay/Sekiu Sewer Advisory Committee.

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

1. **Karin Ashton** is reappointed to serve on the Clallam Bay/Sekiu Sewer Advisory Committee with a term ending December 31, 2026.

PASSED AND ADOPTED this 12th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Mike French

c: A22.155  
Appointee



3d

DEC 12 2023

## AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-4-23

REGULAR AGENDA ☒ Meeting Date: 12-12-23

### Item summary:

- |                                                |                                                              |                                      |
|------------------------------------------------|--------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                      |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance                     | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

### Executive summary:

A vacancy exists on the Crescent Community Advisory Council due to an expiration of term.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. No applications were received.

The member with the expiring term advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

Crescent Community Advisory Council membership supports the reappointment of Margaret Owens to the Crescent Community Advisory Council.

**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 a resolution to reappoint.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners

**Relevant Departments:** Board of Commissioners

**Date submitted:** 11-29-23

\* 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 \_\_\_\_\_, 2023

REAPPOINTING A MEMBER TO THE CRESCENT COMMUNITY ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Crescent Community Advisory Council due to an expiration of term.
2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. No applications were received.
3. The member with the expiring term advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.
4. Crescent Community Advisory Council membership supports the reappointment of Margaret Owens to the Crescent Community Advisory Council.

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

1. **Margaret Owens** is reappointed to serve as the At-large representative for a term expiring December 31, 2026.

PASSED AND ADOPTED this 12th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

\_\_\_\_\_  
Randy Johnson

ATTEST:

\_\_\_\_\_  
Loni Gores, Clerk of the Board

\_\_\_\_\_  
Mike French

c: Appointee  
CCAC  
A22.26



3e

## AGENDA ITEM SUMMARY

DEC 12 2023

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

**Department: BOCC**

**WORK SESSION**    ☒ **Meeting Date: 12/4/23**

**REGULAR AGENDA**    ☒ **Meeting Date: 12/12/23**

**Item summary:**

- |                                                |                                                              |                                      |
|------------------------------------------------|--------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                      |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance                     | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Vacancies exist on the Boundary Review Board due to expiration of terms.

A notice of vacancy was issued to the press in November 2023 to solicit applications, and the current members with an expiring term were notified. No applications were received.

The members with the expiring terms advised the Commissioner's Office of their interest in continuing to serve.

**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 a resolution to reappoint.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners

**Relevant Departments:** Board of Commissioners

**Date submitted:** 11-29-23

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\* Work Session Meeting - Submit 1 single sided/not stapled copy      Boundary Review Board Hendricksen et al 12-12-23  
\*\* Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)      Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2023

REAPPOINTING REPRESENTATIVES  
TO THE BOUNDARY REVIEW BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Boundary Review Board due to expiration of terms.
2. A notice of vacancy was issued to the press in November 2023 to solicit applications, and the current members with an expiring term were notified. No applications were received.
3. The members with the expiring terms advised the Commissioner's Office of their interest in continuing to serve.

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

1. **Cindy Kelly** is reappointed to the Special District Appointee representative position on the Boundary Review Board for a term ending December 31, 2027.
2. **Richard Hendricksen** is reappointed as the Governor Appointee representative position on the Boundary Review Board for a term ending December 31, 2027.
4. **Brandon Janisse** is reappointed as the Cities Appointee representative position on the Boundary Review Board for a term ending December 31, 2027.

PASSED AND ADOPTED this 12<sup>th</sup> day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Mike French



3f

## AGENDA ITEM SUMMARY

DEC 12 2023

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

**Department:** BOCC

**WORK SESSION** ☒ **Meeting Date: 12-4-23**

**REGULAR AGENDA** ☒ **Meeting Date: 12-12-23**

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

**Item summary:**

- |                                                |                                                                            |
|------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract #               |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other    |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

A vacancy exists on the Clallam County Board of Health due to an expiration of term.

A notice of vacancy was issued to the press in November 2023 to solicit applications and the current member with an expiring term was notified. One application was received.

The member whose term is expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

Department of Health and Human Services endorses the reappointment of Helen Kenoyer to the Board of Health.

**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 a resolution to reappoint.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, HHS

**Relevant Departments:** Board of Commissioners and HHS

**Date submitted:** 11-29-23

- \* 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)

Board of Health Kenoyer 12-12-23  
Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2023

REAPPOINTING A MEMBER TO THE  
CLALLAM COUNTY BOARD OF HEALTH

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam County Board of Health due to an expiration of term.
2. A notice of vacancy was issued to the press in November 2023 to solicit applications and the current member with an expiring term was notified. One application was received.
3. The member whose term is expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.
4. Department of Health and Human Services endorses the reappointment of Helen Kenoyer to the Board of Health.

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

1. **Helen Kenoyer** is reappointed to the One Consumer of Public Health representative position for a term ending December 31, 2026.

PASSED AND ADOPTED this 12th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Mike French

C: A22.176  
Appointee  
HHS



39  
DEC 12 2023

## AGENDA ITEM SUMMARY

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

**Department:** BOCC

**WORK SESSION**    ☒ **Meeting Date:** 12-4-23

**REGULAR AGENDA**    ☒ **Meeting Date:** 12-12-23

**Item summary:**

- |                                                |                                                                            |
|------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract #               |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other    |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

A vacancy exists on the Behavioral Health Advisory Board due to an expiration of term.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. Two applications were received.

The member with the expiring term advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

Health and Human Services Deputy Director endorses the reappointment of Helen Kenoyer to the Behavioral Health Advisory Board.

**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 a resolution to reappoint.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Health and Human Services Department

**Relevant Departments:** Board of Commissioners, Health and Human Services Department

**Date submitted:** 11-29-23

\* 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)

Behavioral Health Advisory Board Kenoyer 12-12-23

Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2023

REAPPOINTING A MEMBER TO THE  
BEHAVIORAL HEALTH ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board due to an expiration of term.
2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. Two applications were received.
3. The member with the expiring term advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.
4. Health and Human Services Deputy Director endorses the reappointment of Helen Kenoyer to the Behavioral Health Advisory Board.

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

1. **Helen Kenoyer** is reappointed as the Consumer/past consumer of substance use disorder services representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 12<sup>th</sup> day of December, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Mike French

c: A22.52  
Appointee(s)  
HHS



3h  
DEC 12 2023

## AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-4-23

REGULAR AGENDA ☒ Meeting Date: 12-12-23

### Item summary:

- |                                                |                                                                            |
|------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract #               |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other    |

Documents exempt from public disclosure attached: ☐

### Executive summary:

Vacancies exist on the Lake Sutherland Steering Committee due to expiration of terms.

A press release was issued November 2023 soliciting applications from interested citizens. The current members with the expiring terms were notified. One application was received.

Members whose terms are expiring notified the Commissioners' Office that they would like to be considered for reappointment.

Christina St. John – Noxious Weed Coordinator and Lake Sutherland Steering Committee contact endorses the reappointments of Jim Haguewood and Gene Unger to the Lake Sutherland Steering Committee.

**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 reappointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Lake Sutherland Steering Committee Coordinator – Christina St. John

Relevant Departments: Board of Commissioners and Lake Sutherland Steering Committee Coordinator – Christina St. John

Date submitted: 11-29-23

\* Work Session Meeting - Submit 1 single sided/not stapled copy Lake Sutherland Steering Committee Haguewood & Unger 12-12-23  
\*\* Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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



RESOLUTION \_\_\_\_\_, 2023

REAPPOINTING MEMBERS TO THE  
LAKE SUTHERLAND STEERING COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Lake Sutherland Steering Committee due to expiration of terms.
2. A press release was issued November 2023 soliciting applications from interested citizens. The current members with the expiring terms were notified. One application was received.
3. Members whose terms are expiring notified the Commissioners' Office that they would like to be considered for reappointment.
4. Christina St. John – Noxious Weed Coordinator and Lake Sutherland Steering Committee contact endorses the reappointments of Jim Haguewood and Gene Unger to the Lake Sutherland Steering Committee.

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

1. **Jim Haguewood** is reappointed to the Lake Sutherland Steering Committee for a term expiring on December 31, 2026.
2. **Gene Unger** is reappointed to the Lake Sutherland Steering Committee for a term expiring on December 31, 2025.

PASSED AND ADOPTED this 12<sup>th</sup> day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Mike French



4a  
DEC 12 2023

## AGENDA ITEM SUMMARY

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

**Department:** DCD

**WORK SESSION**    ☒ **Meeting Date:** 12/4/2023

**REGULAR AGENDA**    ☒ **Meeting Date:** 12/12/2023

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

**Item summary:**

- |                                           |                                                              |                                                                 |
|-------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                                 |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                            |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other Request for Extension |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

LDV2018-00035 was approved by the Clallam County Hearing Examiner for a 14 lot cluster development on March 7, 2019. Expiration of land divisions, per Clallam County Code and as noted in the hearing examiner decision, is 5 years from the date of approval. Pakala LLC is requesting an extension in order to complete the 27 conditions and complete the platting process. In accordance with CCC 29.19.300 a request for a one-time 12 month extension may be granted from the Board of Commissioners if it is shown that improvements of at least 50% of the cost of all required improvements have been installed. A letter from Tracy Gudgel, P.E. certifies that 50% of the total costs of all required improvements have been completed. Water and power have been brought to each of the 14 cluster lots, stormwater detention ponds have been installed and the roads have been paved. The extensions is being sought to determine utility extension to the remainder lot and to allow the processing of the final paperwork with the County.

**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 extension of LDV2018-00035. New expiration date will be March 8, 2025

**County Official signature & print name:**

*Bruce W. Emery*    Bruce Emery

**Name of Employee/Stakeholder attending meeting:** Donella Clark, Principal Planner

**Relevant Departments:** DCD

**Date submitted:** 11-29-2023

- \* 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)

Agenda11-27-23  
Revised: 3-04-2019

November 28, 2023

Clallam County Commissioners

Mr. Mark Ozias, Mr. Randy Johnson, & Mr. Mike French

Clallam County

223 E 4th Street

Port Angeles, WA 98362

Dear Commissioner Ozias, Commissioner Johnson & Commissioner French,

On March 8, 2019, Pakala, LLC was granted preliminary approval for a cluster subdivision under LDV2018-00035. This preliminary approval was accompanied by 27 conditions of approval that have been pursued in earnest by Pakala, LLC ranging from utility installation, road building, grading, and buffer management among other administrative steps.

During the timeframe of March 2020-2022 progress was impeded by the impacts of the global COVID-19 pandemic from closure of non-essential businesses, followed by resultant supply chain and labor challenges causing timelines for all projects to lengthen. Nevertheless, progress has continued and at this time over fifty (50) percent of the costs of the total improvements have been realized. Water and power have been brought to each of the 14 cluster lots, community stormwater detention ponds have been installed and the two cul-de-sac roads have been graded, installed, and paved. The remaining conditions pertaining to the final plat approval are both administrative and logistical in determining the best way to extend utilities to the remainder lot across Bagley Creek. While many conditions have been met, there is yet work to be done which could extend past the expiration of the application of March 8, 2024.

Pursuit of Clallam County Code 29.19.300(2) Pakala, LLC is seeking a one-time 12 month extension to the expiration of the LDV2018-00035 application to March 8, 2025. In compliance with 29.19.300(2), please see the enclosed certification from Tracy Gudgel, licensed engineer, that the heretofore completed improvements comprise more than fifty (50) percent of the total costs of all required improvements.

Thank you for your consideration,

Pakala, LLC



CIVIL ENGINEERING

501 East 6th Street, Suite 1  
Port Angeles, Washington 98362  
(360) 411-0501  
E-mail: office@zenovic.net

November 21, 2023

Clallam County Commissioners  
Mr. Mark Ozias, Mr. Randy Johnson, and Mr. Mike French

Clallam County  
223 E. 4<sup>th</sup> Street  
Port Angeles, WA 98362

**SUBJECT: LDV2018-00035, Parcel Numbers: 053016-440000 and 053021-110000**

Dear Commissioners:

Regarding the preliminary approval of subdivision LDV2018-00035 to create 14 cluster development lots and one remainder lot, on approximately 37.37 acres of undeveloped land south of Highway 101 and east of Bagley Creek on parcel numbers 053016-440000 and 053021-110000.

I, Tracy Gudgel, licensed engineer certify that completed improvements as of November 13, 2023 represent more than fifty (50) percent of the total costs of all required improvements of the conditions of final plat. This office performed inspections previously and verified that water and power have been extended to the 14 cluster lots. The roadways serving these lots have also been constructed and paved and the stormwater system has also been installed to serve the cluster development.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracy Gudgel', is written over the word 'Sincerely,'.

Tracy Gudgel, P.E.

Fc: 18384



**BEFORE THE HEARING EXAMINER  
FOR CLALLAM COUNTY**

|                                                  |   |                                                |
|--------------------------------------------------|---|------------------------------------------------|
| In the Matter of the Application of              | ) | No. LDV2018-00035                              |
|                                                  | ) |                                                |
| <b>Pakala, LLC</b>                               | ) |                                                |
|                                                  | ) |                                                |
|                                                  | ) |                                                |
| <u>For Approval of a Preliminary Subdivision</u> | ) | <b>FINDINGS, CONCLUSIONS,<br/>AND DECISION</b> |

**SUMMARY OF DECISION**

The request for a preliminary subdivision to create 14 cluster development lots and one remainder lot, on approximately 37.37 acres of undeveloped land south of Highway 101 and east of Bagley Creek, is **APPROVED**. Conditions are necessary to mitigate specific impacts of the proposal.

**SUMMARY OF RECORD**

Hearing Date:

The Hearing Examiner held a hearing on the request on February 21, 2019.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

Donella Clark, County Senior Planner  
Tracy Gudgel, Applicant Representative  
Jeanne LaBrecque  
Janet Walker  
John Christensen  
Diane Christensen

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated February 14, 2019
2. Land Division Application, received December 27, 2018
3. Statutory Warranty Deed and Declaration of Easement (No. 2005-1163532), recorded August 24, 2005
4. Site Plans:
  - a. Cover Sheet (Sheet 1 of 5), dated January 9, 2019
  - b. Roadway Plan and Profile (Sheet 2 of 5), dated December 27, 2018
  - c. Roadway Plan and Profile (Sheet 3 of 5), dated December 27, 2018
  - d. Stormwater Plan (Sheet 4 of 5), dated December 27, 2018
  - e. Water and Power Plan (Sheet 5 of 5), dated December 27, 2018

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5. Preliminary Stormwater Plan, Zenovic & Associates, Inc., received December 27, 2018
6. Notice of Complete Application, dated January 10, 2019
7. Environmental Checklist, dated December 27, 2018
8. Determination of Nonsignificance, issued January 16, 2019; Memorandum from Donella Clark to Steve Gray, dated January 15, 2019
9. Letter from Southwest Regional Office, Department of Ecology, to Donella Clark, dated February 7, 2019
10. Email from Sue Waldrip to Donella Clark, dated January 8, 2019, with email string
11. Clallam County Road Department Comments, dated January 10, 2019
12. Email from Steve Jackson to Donella Clark, dated January 11, 2019, with email string
13. Email from Joel Dressel to Donella Clark, dated January 16, 2019, with email string
14. Hearing Examiner Decision, Pakala, LLC, No. LDV2006-0022, dated August 9, 2006
15. Memorandum Opinion, No. 06-2-01059-3, Superior Court of Washington County of Clallam, filed September 17, 2007; Judgment, No. 06-2-01059-3, Superior Court of Washington County of Clallam, filed July 9, 2010
16. Notice Materials:
  - a. Declaration of Mailing, dated January 16, 2019
  - b. Declaration of Posting, dated January 18, 2019
  - c. Affidavit of Publication, *Peninsula Daily News*, dated January 18, 2019; Legal Invoice, *Peninsula Daily News*, No. PDN841615, dated January 18, 2019
17. Covenants and Road Maintenance Agreement (No. 2005-1162898), recorded August 15, 2005; Record of Survey, Zenovic & Associates, Inc., (Sheets 1 and 2 of 2), dated October 26, 2005
18. Easement (No. 1999-1037271), recorded October 8, 1999

The Hearing Examiner enters the following findings and conclusions based upon the admitted testimony and exhibits:

## FINDINGS

### Application and Notice

1. Pakala, LLC (Applicant) requests preliminary subdivision approval to create 14 cluster development lots and one remainder lot on two parcels totaling approximately 37.37 acres. The 14 clustered lots would be separated into two clusters of 7 lots each, with access provided off of Phillips Parkway, a private road. Each of the 14 clustered lots would range in size from 0.56 to 0.80 acres. The remainder lot would be approximately 27.75 acres and accessed from Hulse Road, a county road. A trail would be constructed throughout the remainder lot for enjoyment by all homeowners within the development. The property is located south of Highway 101, just east of Bagley Creek.<sup>1</sup> *Exhibit 1, Staff Report, page 1; Exhibit 2; Exhibit 4.*

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<sup>1</sup> The parcels are identified by tax parcel numbers 053016-440000 and 053021-110000. *Exhibit 1, Staff Report, page 1.* A legal description of the property is included with the statutory warranty deed. *Exhibit 3.*

2. Clallam County (County) determined that the application was complete on January 10, 2019. On January 16, 2019, the County mailed or emailed notice of the application and associated open record hearing to property owners within 600 feet of the subject property and to reviewing government departments and agencies. On January 18, 2019, the County posted notice of the application and hearing at the property and published notice in the *Peninsula Daily News*. *Exhibit 1, Staff Report, page 15; Exhibit 6; Exhibit 16.*
3. The County received no public comments on the application in response to its notice materials. The County received several agency comments, however, from the reviewing departments or agencies. Specifically:
  - The County's Building Division commented that the proposal would be subject to the fire protection requirements of Chapter 21.02 Clallam County Code (CCC) and that no final plat would be approved or building permits issued until the Fire Marshal verifies that such requirements have been satisfied.
  - Clallam County Fire District #3 noted that it has no concerns at this time related to the proposed subdivision.
  - The County Road Department noted that the proposal would require a drainage plan and that private roads within the subdivision would need to be named.
  - County Environmental Health commented that additional information would be necessary to determine that soils evaluations have been completed for each lot. Environmental Health also noted that a water availability application would be required, water lines must be installed to each parcel prior to final plat, and that each lot is served by on-site septic.

*Exhibits 11 through 13.*

#### Environmental Review

4. The County Department of Community Development (DCD) acted as lead agency and analyzed the environmental impacts of the proposal, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). DCD reviewed the Applicant's Environmental Checklist and other information on file and determined that the proposal would not have a probable significant adverse impact on the environment. Accordingly, the County issued a Determination of Nonsignificance (DNS) on January 16, 2019, with a comment deadline of February 7, 2019. The County received general comments from the Washington State Department of Ecology (DOE) about appropriate water quality management and the potential need for a Construction Stormwater General Permit. No other comments specific to SEPA were received. The DNS may be appealed to Superior Court within 10 working days of the issuance of this decision. *Exhibit 1, Staff Report, page 11; Exhibit 7; Exhibit 8; Exhibit 9.*

#### Existing Site, Comprehensive Plan, and Zoning

5. The eastern half of the property is relatively flat and then slopes steeply down to Bagley Creek. The clustered lots would be sited along Phillips Parkway on this eastern section

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Clallam County Hearing Examiner  
Pakala, LLC Cluster Subdivision, No. LDV2018-00035*

of the property. The remainder lot would encompass Bagley Creek as well as an undeveloped area to the west. Any future homesite on the remainder lot would be built on this portion of the property, west of Bagley Creek. The southern portion of the property has been logged, but timber stands remain on the northern portion of the property. A similar proposal was approved by the Hearing Examiner in 2006, but the approval expired without work on the development. *Exhibit 1, Staff Report, page 1; Exhibit 14; Exhibit 15.*

6. The property is located within the Deer Park Neighborhood of the Port Angeles Regional Planning Area under the County Comprehensive Plan. *CCC 31.04.410.* The Comprehensive Plan notes that, within the Deer Park Neighborhood, there 'are large areas of undeveloped land between Deer Park and O'Brien Roads which provide a unique opportunity to utilize a type of planned unit development which could conserve rural character to a far greater extent than the conventional zoning currently [allows]." *CCC 31.04.410.* The subject property is designated "Rural Character Conservation" (RCC) under the Comprehensive Plan. The purpose of the RCC designation is to provide for a diversity of rural lot sizes, which includes large lots, where productive rural land uses continue to thrive, and smaller residential-sized lots for homesites. *CCC 31.04.225.* The RCC designation is "often utilized where critical areas are present, in order to allow a pattern of development which could provide a greater measure of protection to these lands." *CCC 31.04.225.* With the RCC designation, lots must be at least 0.5 acres in size, and one dwelling unit per 10 acres is allowed, without clustering, or densities of either one dwelling per 4.8 acres or one dwelling per 2.4 acres, if large lots are retained. *CCC 31.04.225. Exhibit 1, Staff Report, pages 6 through 8.*
7. County staff analyzed the proposal for consistency with the goals and policies of the Comprehensive Plan and determined that the proposal would be consistent with such goals and policies. Staff specifically identified the following policies, applicable to the Deer Park Neighborhood, as relevant to the proposal:

Policy 8. Rural character conservation designations are applied to just over half of the land between Deer Park and O'Brien Roads. Many of these lands have not been able to develop to their maximum density due to the large percentage of land being within critical areas. Streams, ravines, wetland complexes and erosion hazard areas are extensive in this area. Utilizing a rural character conservation approach would allow development to occur at current densities but would allow critical areas to be protected in large lot sizes and by homeowners' associations. To include these critical areas in small individual lots as is the case under conventional zoning would lead to loss of rural character, diminish water quality and destroy wildlife habitat.

Policy 9. The steep-sided creek ravines and creek bottom lands of Morse, Siebert and Bagley Creeks as well as the marine bluffs on the Strait should be protected for public safety, maintenance of water quality and as linear wildlife corridors through the neighborhood. These areas when left in a natural state stabilize the geologically unstable ravine and bluff environments, filter out sediments before they reach streams and shorelines and provide critical habitat for eagles, falcons, and other birds utilizing trees for perch or nesting. Allowing transfer of development rights from these areas and providing open space tax benefits to owners will further the protection of these critical areas.

...

Policy 18. Water service is provided to this neighborhood by the PUD.

...

Policy 20. The steep-sided creek ravines form a natural greenbelt in this neighborhood. Open space will occur as a result of wetland protection, stream buffering and rural character conservation development which requires large, rural sized lots to be retained in rural areas.

*CCC 31.04.410.*

8. The property is zoned "Rural Character Conservation 3" (RCC3). The purpose of the RCC3 zone is to conserve and enhance the rural character of Clallam County by providing for the retention of large rural lot sizes allowing productive woodlots, pasture lands, and other rural uses typically requiring more than 5 acres. *CCC 33.10.060*. The RCC3 zone preserves open land, sensitive natural areas, and rural community character that would be lost under conventional development while allowing developers to reduce road and utility costs. *CCC 33.10.060*. Rural character conservation developments and single-family dwellings are permitted uses in the RCC3 zone. *CCC 33.10.060(1)*. All surrounding properties are also zoned for rural residential development. *Exhibit 1, Staff Report, page 1.*
9. Special development standards related to clustered developments are applicable in the RCC3 zone. Specifically, under *CCC 33.10.060(9)*:
  - Maximum residential density of one dwelling unit per 2.4 acres is allowed.
  - Lots must be at least one-half acre in size.
  - For parcels less than 60 acres in area, the remainder lot must be 70 percent of the gross parcel size before development.
  - Minimum lot width must be 75 feet for clustered lots.
  - Maximum lot width to depth ratio must be 1:4.
  - Front yards must be set back at least 30 feet from private roads or 100 feet from County roads or State highways.
  - Side yard setbacks must be at least 25 feet.
  - Rear yard setbacks must be at least 30 feet.

- No more than 9 adjacent lots may be clustered without providing at least 200 feet of separation between cluster areas.
  - No clustered lot area shall contain more than 20 percent of floodplain, wetlands, landslide hazard areas, or areas within an Open Space Overlay Corridor.
  - There shall be no more than 2 lots for every 1,000 feet of frontage along a public street.
  - Each lot shall be adjacent to the remainder lot or other open space areas.
  - No lot shall be located closer than 100 feet to a public road.
  - Remainder lots shall be located and designed to maximize common boundaries with open land on adjacent tracts and shall consist of large contiguous areas not less than 100 feet in width.
10. Here, the proposed development would divide the property into 15 lots: 14 clustered lots and a large remainder lot. Project plans show that the proposal would satisfy the requirements of CCC 33.10.060(9) for cluster developments. The remainder lot would meet the minimum 70 percent requirement of gross parcel size. Clustered lots would meet minimum lot size requirements and would be clustered in two groups of 7 lots, located around cul-de-sacs, accessible from two access points off Phillips Parkway. A 100-foot buffer would be maintained between Phillips Parkway and the clustered lots. Any development on the remainder lot would occur outside of critical areas. In addition, the remainder lot would abut all of the proposed clustered lots and a trail would be developed on the remainder lot to be enjoyed by all lots within the development. *Exhibit 1, Staff Report, page 9; Exhibit 4.*
11. Chapter 33.23 CCC also provides specific standards related to clustered developments. These standards require:
- Clustered development to be designed and arranged to relate to surrounding properties and to minimize adverse impacts of noise, traffic, and incompatible land uses.
  - Designing and situating clustered development to minimize alteration to significant natural features.
  - Ensuring that clustered development promotes compatibility among land uses within the development and outside the development.
  - Ensuring clustered development results in a positive contribution to the community which could not be achieved through standard platting and zoning procedures.
  - Consistency with the Comprehensive Plan, zoning code, Shoreline Master Program, Land Division Code, Floodplain Management Code, Environmental Policy Code, Road Plan, and Health, Building, and Fire Codes.
  - A visual buffer within the boundary of the residential portions of the clustered development to be established along all property boundaries with adjacent rural

residential zoning districts to assure that clustered development is compatible to abutting low-density development through appropriate screening and/or setbacks. *Exhibit 1, Staff Report, pages 9 through 11.*

12. Here, the proposed clustered lots would be developed near Phillips Parkway, outside of the critical areas located on the larger remainder lot. The remainder lot would retain Bagley Creek and all other critical areas, leaving such areas undisturbed. Surrounding development is located on parcels between 2 to 10 acres in size, which the remainder lot exceeds. A visual buffer would be provided on all clustered lots that border adjacent residential development, as required by Chapter 33.23 CCC. County staff reviewed the proposal and determined that it would comply with the specific standards of Chapter 33.23 CCC. *Exhibit 1, Staff Report, pages 8 through 11; Exhibit 4.*

#### Critical Areas

13. The Clallam County Critical Areas Code, Chapter 27.12 CCC, was adopted to implement the environmental protection policies of the County's Comprehensive Plan and the critical area protection requirements of the Growth Management Act, Chapter 36.70A RCW. *Exhibit 1, Staff Report, page 3.*
14. The County's Critical Areas Map identifies Bagley Creek as a Type 3 stream containing Puget Sound Steelhead, an Endangered Species Act (ESA) listed species. Accordingly, Bagley Creek is classified as a Type 1 Aquatic Habitat Conservation Area (AHCA) subject to the buffer protection standards of CCC 27.12.315(1). In addition, County staff determined that the ravine associated with Bagley Creek is a landslide and erosion hazard area subject to the protection standards of CCC 27.12.415 and CCC 27.12.420. The critical areas associated with the property would be retained on the large remainder lot. All proposed development of the clustered lots would occur over 200 feet from the identified critical areas, outside the jurisdiction of the critical areas code. Because of this, County staff determined that further critical areas review of the proposal would not be necessary at this time. If the proposed trail were to extend within 200 feet of the critical areas, however, a Certificate of Compliance would be necessary. In addition, any future development of the remainder lot that encroached on the 200-foot buffer would require further analysis under the critical areas code. *Exhibit 1, Staff Report, pages 11 through 15.*

#### Subdivision Requirements

15. Chapter 29.30 CCC provides specific requirements related to the subdivision of land, including requirements concerning improvements; minimum access and street standards; minimum water supply standards; minimum sewage disposal standards; standards related to irrigation, fire protection, drainage, and utilities; lot configuration requirements; common facilities ownership and maintenance requirements; and installation, construction, and inspection requirements. County staff reviewed the proposal

and determined:

- Access would be provided by two separate roads off Phillips Parkway to the two separate clustered areas. The private road would be constructed at a minimum graveled surface width of 20 feet, with a minimum roadbed complying with CCC 29.30.200(2). The private roads would be constructed within a 40-foot easement and include a cul-de-sac at the dead-end of each road. The private roads would be maintained as common facilities, as required by CCC 29.30.200(2)(b). The private roads would be named and, once approved by the Road Department, shown on the final plat map. The remainder lot would be accessed from Hulse Road, a county road.
- The clustered lots would connect to PUD#1, a group water system. The Applicant must obtain a certificate of water availability prior to final plat approval.
- Individual on-site septic systems would be utilized on each clustered lot. Each system would be fully contained within the respective lot's boundary, or an easement would be established for off-site systems serving the development, as required by CCC 29.30.400.
- The property is not located within an irrigation district.
- The Fire Marshal would provide verification that necessary fire protection standards have been met prior to final plat approval, as required by CCC 29.30.500(2).
- The Applicant would install community drainage and erosion control improvements prior to final plat approval. Common drainage facilities would be maintained by the land divider, a designee, or a lot owners' association, as required by CCC 29.30.500(3).
- Underground electrical and telephone service would be provided to each lot, as required by CCC 29.30.500(4). Easements would be reserved for installed utilities and designated on the face of the final plat.
- Each clustered lot would abut upon a road right-of-way and have a minimum lot frontage of 30 feet, as required by CCC 29.30.060.
- The responsibility for common facilities ownership and maintenance requirements would be determined prior to final plat approval. Common facilities may include, but are not limited to, sewage disposal, water supply, drainage facilities, streets, and recreational areas serving the lot owners. If it is decided that common facilities would be owned by a lot owner's association, this would be established prior to final plat approval, as required by CCC 29.30.700.
- All required improvements would be verified prior to final plat approval as required by CCC 29.30.800.

*Exhibit 1, Staff Report, pages 3 through 6.*

#### Testimony

16. County Senior Planner Donella Clark testified generally about the application and how

*Findings, Conclusions, and Decision  
Clallam County Hearing Examiner  
Pakala, LLC Cluster Subdivision, No. LDV2018-00035*

the County reviewed the application for consistency with the County's Comprehensive Plan and zoning ordinances. Ms. Clark explained how clustering within the proposal would work and stated that, were development to eventually occur on the remainder lot, it would need to comply with requirements of the RCC3 zone and be compatible with the County's Comprehensive Plan. No such development is currently proposed on the remainder lot, however, and review of any proposed development on the remainder lot would occur in the future. Ms. Clark also stressed that all critical areas on-site would remain undisturbed and would be located entirely on the remainder lot. Finally, she explained that the County does not assess the requirements for approval of subdivisions under the State Subdivision Act, RCW 58.17, which requires that appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that ensure safe walking conditions for students who only walk to and from school. Instead, the County relies on its own local regulations in assessing whether a proposal satisfies the requirements for subdivision approval. Ms. Clark acknowledged that, under the County's municipal code, detailed review of proposed subdivisions, like this one, occurs later in the planning process, often during the civil construction phase. *Testimony of Ms. Clark.*

17. Applicant Representative Tracy Gudgel testified that stormwater on-site would be collected and treated in stormwater detention ponds on-site, and that all stormwater-related infrastructure would comply with the requirements of the 1992 Stormwater Manual, as required by the municipal code. Mr. Gudgel explained that the clustered lots within the subdivision would be subject to an existing "Covenants and Road Maintenance Agreement" related to Phillips Parkway (Exhibit 17), which requires all property owners to share in the cost of repairing and maintaining the private road.<sup>2</sup> He stated that the Applicant has not yet determined whether a homeowners' association would be established for the development but, at a minimum, all lots would be subject to an agreement that addresses common maintenance of stormwater facilities, roads, and the proposed trail. Mr. Gudgel also noted that the Applicant intends to develop Lot 15 with a single-family residence (as opposed to some other use) in the future. *Testimony of Mr. Gudgel.*
18. Jeanne LaBrecque testified that she lives approximately one mile south of the proposed development and is concerned with water availability for the proposal. She explained that her property is served by the PUD, but last year, severe water restrictions were put in

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<sup>2</sup> The agreement also provides, in part, that: factory assembled homes may not be placed on the subject property; recreational vehicles may not be parked upon streets or rights-of-way identified in the agreement; the property shall not be used for business, apart from business that is conducted entirely within a residence; industry is forbidden on the property; and interior ground-floor space for dwellings shall be no less than 1,200 square feet. *Exhibit 17.* Although not addressed in this decision, presumably all development occurring on the property would need to adhere to these requirements.

place due to water shortages in the vicinity. Ms. LaBrecque also expressed concerns about Phillips Parkway. She noted that it connects two county roads (Sutter and Hidden Valley Roads), and it would be preferable to have the County assume the ownership and maintenance requirements of Phillips Parkway. Ms. LaBrecque also explained that turning on to Phillips Parkway from Sutter Road can be dangerous and that adding 14 additional homes would exacerbate this problem. She also noted that, currently, a trail on the western portion of the remainder lot provides access to a private shooting range, which has created excessive noise. *Testimony of Ms. LaBrecque.*

19. Janet Walker testified that she lives directly east of the proposed development, across Phillips Parkway. She also expressed concern over safety on Phillips Parkway and maintenance of the road. Specifically, Ms. Walker stated that it would be beneficial to have a stop sign installed at the intersection of Sutter Road and Phillips Parkway. In addition, although there may be an agreement in place related to the maintenance of Phillips Parkway, there is no mechanism in place for residents to maintain the road. Ms. Walker also expressed concern over septic drainfields on the proposal, impacting their property through the leaching of contaminants, and the potential for contaminants in stormwater to negatively impact adjacent properties. Ms. Walker also stated that she would like a visual buffer between Phillips Parkway and the proposed development because the property is currently visible from her property. Finally, she expressed concern that, under CCC 33.10.060(9)(j)(iii), no more than two lots for every 1,000 feet of frontage along a public street should be allowed and that the County has right-of-way interest in Phillips Parkway.<sup>3</sup> *Testimony of Ms. Walker.*
20. John Christensen testified that he lives to the south and is concerned that adding additional homes in the vicinity would overload Phillips Parkway. He also expressed concern over whether internal roads would be paved and how the remainder lot would receive water. *Testimony of Mr. Christensen.*
21. Diane Christensen testified that Phillips Parkway is dangerous and that it would be preferable to have the County take over the road. She also expressed concern over septic systems on the subject properties impacting Bagley Creek. Ms. Christensen also noted that neighbors in the vicinity would like an opportunity to connect to any fiber optic cables that are installed on the property. *Testimony of Ms. Christensen.*
22. In response to public testimony, Ms. Clark explained that residents must petition the County to accept ownership of a private road. She noted that the County Road Department did not have any concerns over increased traffic on Phillips Parkway from the proposed development and that the County does not have the authority to require a stop sign on a private road. Those subject to the Road Maintenance Agreement, however, could agree to have a stop sign installed on the private road. Ms. Clark also

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<sup>3</sup> Ms. Walker provided information on the County's interest in the right-of-way. *Exhibit 18.*

explained that, with CCC 33.10.060(9)(j)(iii), the County does not believe this provision relates to easements or right-of-way but, instead, limits development on public streets, making it inapplicable to the proposal. Ms. Clark noted that the School District would determine where appropriate bus stops would be located, if necessary. In relation to other concerns expressed by area residents, Ms. Clark noted that a certificate of water availability would be required prior to final plat approval; stormwater would be retained on the property itself, and this would be ensured through review of a final drainage plan; septic systems on the property would be required to meet state standards, which ensure that such systems do not contaminate groundwater; a portion of the remainder lot already provides a buffer along Phillips Parkway, but this would be designated on the final plans as a landscaped area that must be maintained; and the property is not within a “no shooting” zone, but if state noise ordinances are being violated, the County sheriff would be responsible for responding to such complaints. In addition, if an illegal, commercial shooting range is being operated in the area, that matter could be addressed through the County’s code enforcement process. *Testimony of Ms. Clark.*

23. Mr. Gudgel also responded to public testimony. He noted that the property would be graded, as necessary, but that grading would be limited, in light of requirements related to septic drainfields, and the private roads serving the property would be paved. Mr. Gudgel also explained that stormwater runoff from the property would be controlled, and runoff would not sheet drain into Bagley Creek or onto adjacent properties. Runoff would be routed and treated in two stormwater detention ponds for treatment before being released in natural flow paths. Mr. Gudgel stated that the Applicant would not be opposed to a stop sign being installed on Phillips Parkway, but that would have to be decided amongst the properties subject to the Road Maintenance Agreement. The Applicant would also support a bus stop being sited on the property if the school district was willing to come to the site. In relation to the remainder lot, Mr. Gudgel explained that, if development occurs on the remainder lot and PUD water is not available, appropriate permits would be necessary to allow a well to be drilled on-site. In relation to CCC 33.10.060(9)(j)(iii), Mr. Gudgel pointed out that the provision would be inapplicable because none of the clustered lots actually front on Phillips Parkway: the remainder lot provides a buffer between Phillips Parkway and the clustered lots. Finally, Mr. Gudgel noted that new septic systems installed on the property would be subject to current state standards and would likely provide greater protection than existed when other septic systems in the area were installed. *Testimony of Mr. Gudgel.*

#### Staff Recommendation

24. Ms. Clark testified that County staff recommends approval of the preliminary subdivision, with conditions designed to ensure the proposal complies with municipal code requirements and mitigates project impacts. Mr. Gudgel testified that the Applicant understands and would comply with the proposed conditions. *Exhibit 1, Staff Report, pages 16 through 20; Testimony of Ms. Clark; Testimony of Mr. Gudgel.*

## CONCLUSIONS

### Jurisdiction

The Hearing Examiner has jurisdiction to hear and decide subdivision applications. CCC 26.04.060; CCC 29.13.200.

### Criteria for Review

Under Chapter 29.10 CCC, review and preliminary determination for a land division requires consistency with the following:

1. The standards of Title 29 CCC, Subdivisions;
2. The Comprehensive Plan;
3. The Zoning Code;
4. The Shoreline Master Program;
5. The Floodplain Management Code;
6. The Environmental Policy Code;
7. The Critical Areas Code;
8. The Consolidated Permit Process Code;
9. The public health, safety, welfare, use and interest.

CCC 29.10.100.

The state subdivision criteria, codified at Chapter 58.17 RCW, are as follows:

A proposed subdivision and dedication shall not be approved unless the city, town, or county legislature body makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

RCW 58.17.110(2).

The criteria for review adopted by the Clallam County Board of Commissioners are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with County development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. RCW 36.70B.040.

### Conclusions Based on Findings

1. **With conditions, the preliminary subdivision would be consistent with the criteria of approval established under Chapter 29.10 CCC.** The property is located within the Deer Park Neighborhood of the Port Angeles Regional Planning Area under the County Comprehensive Plan. CCC 31.03.350. County staff analyzed the proposal for

*Findings, Conclusions, and Decision*  
*Clallam County Hearing Examiner*  
*Pakala, LLC Cluster Subdivision, No. LDV2018-00035*

consistency with the goals and policies of the Comprehensive Plan and determined that the proposal would be consistent with such goals and policies. The property is zoned Rural Character Conservation 3 (RCC3). The purpose of the RCC3 zone is to conserve and enhance the rural character of Clallam County by providing for the retention of large rural lot sizes, allowing productive woodlots, pasture lands, and other rural uses typically requiring more than 5 acres. The RCC3 zone is intended to preserve open land, sensitive natural areas, and rural community character that would be lost under conventional development while allowing developers to reduce road and utility costs. Clustered developments, like the proposed subdivision, are permitted in the RCC3 zone.

CCC 33.10.060(9) and Chapter 33.23 CCC provide specific requirements related to development of clustered subdivisions. The proposal would satisfy these requirements. In addition, the proposal would satisfy the requirements of Chapter 29.30 CCC concerning improvements; minimum access and street standards; minimum water supply standards; minimum sewage disposal standards; standards related to irrigation, fire protection, drainage, and utilities; lot configuration requirements; common facilities ownership and maintenance requirements; and installation, construction, and inspection requirements.

The County's Critical Areas Map identifies Bagley Creek as a Type 3 stream and is classified as a Type 1 Aquatic Habitat Conservation Area (AHCA) subject to the buffer protection standards of CCC 27.12.315(1). In addition, County staff determined that the ravine associated with Bagley Creek is a landslide and erosion hazard area subject to the protection standards of CCC 27.12.415 and CCC 27.12.420. All proposed development of the clustered lots, however, would occur over 200 feet from the identified critical areas, outside the jurisdiction of the critical areas code. If the proposed trail were to extend within 200 feet of the critical areas, a Certificate of Compliance would be necessary. In addition, any future development of the remainder lot that encroached on the 200-foot buffer would require further analysis under the critical areas code.

Safety and maintenance of Phillips Parkway was the primary concern raised at the open record hearing. Ultimately, property owners subject to the Road Maintenance Agreement must determine the best path forward to ensure that the road is properly maintained. Once development occurs, lot owners on the subject property would be included in this deliberation. The County, however, does not have the authority to require that a stop sign be placed on a private road.

Conditions are necessary to ensure that the Applicant properly records the plat; ensures consistency with submitted plans; provides certificates of water availability and plans addressing extension of the water system; ensures plans are approved by the Fire Marshal; provides appropriate information to Environmental Health concerning installation of septic systems and drainfields; properly constructs and names the private roads; provides appropriate visual buffers, where required; ensures all easements are

established and properly recorded; provides an engineered drainage plan; ensures critical areas are protected; ensures all utilities are properly installed and common facilities are maintained; obtains all necessary inspections; ensures property taxes are paid; and develops the proposal in a timely manner. *Findings 1 – 24.*

2. **With conditions, the proposed subdivision would be consistent with development regulations, considering land use type, development level, infrastructure, and development characteristics, such as development standards, as required by Chapter 58.17 RCW.** The County provided reasonable notice and opportunity to comment on the proposed preliminary plat. The County received no public comments in response to its notice materials. Environmental impacts of the proposed plat were considered, as required by SEPA, and the County issued a SEPA Determination of Nonsignificance that was not appealed. The preliminary plat would provide single-family residential development consistent with applicable development regulations. County staff determined that, with conditions, the proposal would be consistent with all applicable County requirements, including the applicable Comprehensive Plan, municipal code, and development standards. The public interest would be served by the platting of the subdivision. As detailed above in Conclusion 1, conditions are necessary to ensure that the proposal meets all criteria required for plat approval. *Findings 1 – 24.*

#### **DECISION**

Based on the preceding findings and conclusions, the request for a preliminary subdivision to create 14 cluster development lots and one remainder lot, on approximately 37.37 acres of undeveloped land south of Highway 101 and east of Bagley Creek, is **APPROVED**, with the following conditions:<sup>4</sup>

1. The complete plat number and existing parcel numbers must appear at the top right corner of the final plat as follows:

**PLAT NO. LDV2018-00035**

**Parcel Numbers: 053016-440000 and 053021-110000**

2. The final plat shall be substantially consistent with the proposed development as modified by these conditions of approval.
3. The Applicant shall comply with the requirements for final plat approval of Chapter 29.20 CCC.

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<sup>4</sup> Conditions include both legal requirements applicable to all developments and requirements to mitigate the specific impacts of this development.

4. Prior to final plat approval, the Applicant shall provide Water Availability Verification (WAV) to the Environmental Health Division pursuant to CCC 29.30.300(1)(b). The application shall be accompanied by a letter from the water purveyor stating that the distribution system has been installed in accordance with their requirements and specifications and that water is available to each of the newly created lots.
5. The Applicant shall provide construction plans and specifications for the extension of the water system to the Clallam County Fire Marshal. The plans must be stamped by a registered, professional engineer licensed in the State of Washington. The Clallam County Fire Marshal shall approve these plans in writing prior to installation of the system.
6. The Applicant shall install hydrants as specified in Table A of CCC 21.02.035. The Applicant should consult the Clallam County Fire Marshal for further information. Approval of the hydrant placement by the Fire Marshal shall be submitted prior to final plat approval. The location of all hydrants shall be noted on the final plat map and all distances verified by a surveyor.
7. The Applicant shall provide a map to the Environmental Health Division that shows the existing location of the test pits in relation to the proposed lot layout. If any lots do not align with an existing site registration a soils test will be required to be complete for the lot.
8. The private roads off Phillips Parkway will be required to be improved prior to final plat approval. These private roads shall be required to be constructed to a minimum 20 foot width, consisting of a minimum nine-inch gravel base with a three-inch crushed gravel surface, located within a 40 foot easement, in accordance with CCC 29.30.200(1)(b). Both roads shall terminate with a cul-de-sac with an improved surface radius of 45-feet located with an easement of a 50-foot radius.
9. The two private roads shall be named through the Road Department and the final names printed on the face of the plat.
10. A visual buffer shall be located between proposed Lots 1, 2 and 3 and the residential property to the north as well as Lots 12, 13, and 14 and the residential properties to the south and west. A 60-foot-wide buffer of undisturbed timber is indicated to the north. A minimum 30-foot-wide buffer shall be planted along the south and west, planted with trees 30-foot on center, two shrubs planted between each pair of trees, and a groundcover. These buffers shall be indicated on the final plat map to ensure protection of the buffers in perpetuity. The planting, maintenance, and management of these landscaping buffers shall be required pursuant to CCC 29.30.700.

11. Use of the existing crossing of Bagley Creek for the driveway from Hulse Road and development of a trail will require approval of a certificate of compliance pursuant to CCC 27.12.705.
12. Easements shall be established for any common facilities, such as trails, drainage, roads, or landscaping, proposed within the remainder lot. Such easements shall be clearly shown on the face of the final plat map and identified in any related homeowner's association required for the development.
13. An engineered drainage plan shall be submitted to and approved by the Clallam County Road Department prior to final plat approval. The plan must also include provision for temporary erosion and sediment control plan. The plan must be prepared by an engineer licensed in the State of Washington and done in conformance with the Department of Ecology's Stormwater Management Manual, 1992.
14. A minimum 50-foot protective buffer shall be provided from all areas designated as Landslide Hazard, and a 100-foot protective buffer shall be provided from the ordinary high water mark (OHWM) of Bagley Creek, a Type 3 stream. Pursuant to CCC 27.12.315(9) and .415(4), the designated Landslide Hazard Area, Type 3 and associated buffers shall be surveyed and shown on the face of the final plat map. A plat note shall be added that states:

***Lots within this subdivision may contain critical areas designated as Type 3 stream, Landslide Hazard Area, Erosion Hazard, Frequently Flooded Area, and Critical Aquifer Recharge Area pursuant to Chapter 27.12 CCC. Development within the jurisdiction of designated critical areas is subject to compliance with Chapter 27.12 CCC. Consult the Clallam County Department of Community Development for further information.***

15. The following language shall be clearly shown on the face of the final plat:

***This land division was determined to be consistent with the maximum residential density of the underlying zone at the time of approval. Notwithstanding a change in zoning, residential density for property shown herein shall not be increased. The size and configuration of the remainder lot, Lot 15, is designed to retain at least 70% of the total gross acreage of this subdivision in a large, contiguous lot or tract. Lot 15 shall not be further subdivided or altered in any way which reduces its present acreage. Consult the Clallam County Planning Division for further information.***

16. In accordance with CCC 29.30.700, the responsibility for the maintenance and operation of any common facilities, including roads, shall be determined prior to final plat approval. Said facilities may be maintained and operated by the land divider, a lot owners' association, a public agency, or a private agency consistent with applicable state

requirements. However, no public or private agency has been designated for the maintenance of common facilities, and is therefore not being considered as part of this proposal. If said common facilities are to be owned and managed by a lot owners' association, said lot owners' association shall be established prior to final approval. The association would be responsible for operating and maintaining all common facilities dedicated or deeded to it by the land divider. The by-laws of the association shall authorize, at a minimum, the following responsibilities and authorities:

- To enforce covenants and conditions required by this Title, or in the lot owners' association.
- To levy and collect assessments against all lots to adequately accomplish the association's responsibilities.
- To collect money from unit owners to finance future improvements.
- To collect delinquent assessments through the courts, including money to pay for the costs of court action.
- To enter into contracts to build, maintain and manage common facilities required by this Title.
- To allow amendments to the by-laws for improvements required by this Title require a land division alteration to be submitted, approved and finalized in accordance with this Title.

17. If a Home Owners Association is formed, the final plat shall include a statement which requires indefinite existence of the association and automatic membership in the association upon assumption of ownership of a lot within the plat. The Association by-laws shall be submitted and approved by the Administrator prior to final approval. The by-laws required for this section shall be separate from any by-laws or private covenants established by the subdivider. Any private covenants or restrictions proposed by the subdivider shall not be included with any required by-laws set forth by Title 29 of the Clallam County Code.
18. Prior to final plat approval, underground utilities must be installed to each lot by the land divider including, but not limited to electrical and telephone. Television cable is optional, provided that if cable service is installed, it must be installed underground. Reservation of all required utility easements must be assured and clearly shown on the face of the final plat.
19. All required improvements shall be installed by the land divider after the County has granted preliminary approval and prior to final approval in accordance with the following procedures:

- Underground utilities, sanitary sewers, and storm drains installed in the road right-of-way shall be constructed before surfacing of streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed so as to avoid disturbance of street improvements when service connections are made.
  - A drawing showing required improvements as constructed shall be signed by the designer or installer, retained by the land divider and shall be submitted and filed with the Road Department upon completion of the improvements.
  - Lot Grading: Grading and filling of lots in a land division having an average slope of ten (10) percent or more shall be in compliance with the most recent edition of the Uniform Building Code adopted by Clallam County, and comply with the Chapter 27.12, CCC, and the Clallam County Drainage Manual, if applicable.
  - Minimum improvements required by this Title shall be installed at the expense of the land divider prior to final approval.
  - The County Public Works Department shall inspect and approve all required construction prior to final approval.
20. Prior to inspection of the required improvements, the Applicant shall submit a completed *Affidavit of Improvements* and *Improvement Inspection Request* (forms available at the Clallam County Department of Community Development).
  21. The Applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final plat approval.
  22. The above requirements are subject to change if proposed lot sizes or any other information provided by the Applicant or their authorized representative proves inaccurate.
  23. Current year property taxes (year in which the subdivision is to receive final approval) and any delinquent assessments for which the property may be liable to be paid in full to the Clallam County Treasurer.
  24. Upon completion of all of the above requirements, the Applicant shall submit the certificate of title and three (3) copies of the proposed final plat and appropriate fees for review by the Administrator for final approval.
  25. All certification stamps and signatures shall be in permanent black ink.

26. The Clallam County Auditor will only accept a final plat which shall consist of one or more pages, each 18 inches wide by 24 inches, clearly and legibly drawn on polyester base (Mylar) film with a minimum thickness of three mil. All drawing and lettering on the final plat shall be in permanent black ink. The only acceptable alternative is photographically processed Mylar film copies (photographically processed means fixed line silver based photopositive chemical process). The following processes are not acceptable: Diazo (ammonia) process Mylar, electrostatic Mylar, wash off (wet erasable) Mylar, sepia paper, pencil on Mylar, or tracing paper.
27. A final plat which meets all of the requirements of Title 29 and of this decision shall be submitted to the Administrator for processing and approval within five (5) years of the date of this preliminary land division approval. The final plat may be presented to the County at any time during the period of preliminary approval. The preliminary approval shall be null and void unless a final plat is approved and recorded during the original five-year approval period.

Decided this 7<sup>th</sup> day of March 2019.



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ANDREW M. REEVES  
Hearing Examiner  
Sound Law Center





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## AGENDA ITEM SUMMARY DEC 12 2023

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

**Department: Parks, Fair, & Facilities**

**WORK SESSION** ☐ **Meeting Date:**

**REGULAR AGENDA** ☒ **Meeting Date: December 12, 2023**

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

**Item Summary:**

- |                                           |                                                              |                                                           |
|-------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                           |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                      |
| <input type="checkbox"/> Draft Ordinance  | <input checked="" type="checkbox"/> Final Ordinance          | <input checked="" type="checkbox"/> Other: Public Hearing |

Documents exempt from public disclosure are attached: ☐

**Executive summary:** The Parks, Fair, & Facilities Department will present to the Board of Commissioners for public hearing the proposed 2024 Parks Fee Schedule.

**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:** Approve the proposed 2024 Parks Fee Schedule.

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:**

**Relevant Departments:** Board of Commissioners, Parks, Fair & Facilities Department

**Date submitted:** 12.6.2024

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

Agenda item summary- 2024 Parks Master Fee Schedule

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

Revised: 3-04-2019

# Clallam County Parks, Fair & Facilities

## Proposed 2024 Fee Schedule

~Parks Department Recommendation~

Ordinance \_\_\_\_

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –  
Parks Department 205-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

**Section 5.100.205, Fees for Parks Department Fee Schedule is amended to read as follow:**  
See attached Parks Department fee schedule.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores  
MMC, Clerk of the Board

\_\_\_\_\_  
Mike French

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
**EFFECTIVE ~~2023~~2024**

| OVERNIGHT CAMPING                                                                                                                                                                                                                                                   | FEE                                                                                                                                                                                                                                   | REFERENCE |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Dungeness <del>and Salt Creek</del> Recreation Area</b><br>Non-utility sites<br>County residents<br>Non-county residents<br>Utility sites<br>County residents<br>Non-county residents<br>Hiker/Biker sites (designated)<br>Second vehicle fee<br>Reservation fee | <del>\$25</del> <u>\$35</u> per campsite<br><del>\$30</del> <u>\$40</u> per campsite<br><br><u>\$30 per campsite</u><br><u>\$35 per campsite</u><br>\$10 per person<br>\$5 per vehicle<br><del>\$10</del> <u>\$12</u> per reservation |           |
| <b>Dungeness Group Area <sup>1</sup></b><br><br>Group of 15<br>Group of 16-50<br><br>Non-refundable reservation fee                                                                                                                                                 | <br><del>\$125</del> <u>\$150</u> per night<br><del>\$125</del> <u>\$150</u> + \$5 per each person over 15<br><br><del>\$10</del> <u>\$12</u> per reservation                                                                         |           |
| <b>Salt Creek Recreation Area</b><br>Non-utility sites<br>County residents<br>Non-county residents<br>Utility sites<br>County residents<br>Non-county residents<br>Second vehicle fee<br>Reservation fee                                                            | <br><u>\$40 per campsite</u><br><u>\$45 per campsite</u><br><br><u>\$45 per campsite</u><br><u>\$50 per campsite</u><br><u>\$5 per vehicle</u><br><u>\$12 per reservation</u>                                                         |           |
| <b>Pillar Point – off season</b><br>September 15 through April 15<br>in lower parking lot only                                                                                                                                                                      | <del>\$50</del> <u>\$52</u> per season                                                                                                                                                                                                |           |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
EFFECTIVE [20232024](#)

|                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <p>Camp David Jr. (groups of 1-100)<br/>Full Camp Exclusive (groups requesting exclusive use of all facilities)</p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p> | <p>\$<del>550</del><a href="#">575</a> per night plus<br/>\$1 per person per night</p> <p>\$<del>550</del><a href="#">575</a> per night plus<br/>\$<del>200</del><a href="#">209</a> Lodge fee plus<br/>\$2 per person per night</p> <p>\$<del>700</del><a href="#">732</a> per night plus<br/>\$<del>200</del><a href="#">209</a> per night Lodge<br/>fee plus \$3 per person<br/>per night</p>               | <p>3-night minimum<br/>rental</p>                                 |
| <p>Camp David Jr.<br/>Upper Camp (9 cabins and Lodge)<br/>Peak Season<sup>2</sup></p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p>                               | <p>\$<del>495</del><a href="#">517</a> per night plus<br/>\$1 per person per night</p> <p>\$<del>585</del><a href="#">611</a> per night plus<br/>\$<del>300</del><a href="#">209</a> per night Lodge<br/>fee plus \$2 per person<br/>per night</p> <p>\$<del>630</del><a href="#">658</a> per night plus<br/>\$<del>200</del><a href="#">209</a> per night Lodge<br/>fee plus \$3 per person<br/>per night</p> | <p>Minimum rental is 9<br/>cabins plus Lodge for<br/>3 nights</p> |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
**EFFECTIVE 20232024**

|                                                                           |                                                                                                                             |                                                          |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Upper Camp<br>4 or more cabins and Lodge<br>Shoulder Seasons <sup>3</sup> |                                                                                                                             | Minimum rental is 4<br>cabins plus Lodge for<br>3 nights |
| Organized Youth Groups                                                    | <del>\$55</del> 7 per cabin per night<br>plus \$1 per person per<br>night                                                   |                                                          |
| Organized Adult Groups                                                    | <del>\$65</del> 68 per cabin per night<br>plus <del>\$200</del> 209 per night<br>Lodge fee plus \$2 per<br>person per night |                                                          |
| Individual/Family/Friends Groups                                          | <del>\$70</del> 73 per cabin per night<br>plus <del>\$200</del> 209 per night<br>Lodge fee plus \$3 per<br>person per night |                                                          |
| Beach Cabin Package<br>Beach Cabin and Wohelo Log Cabin                   |                                                                                                                             | 3-night minimum<br>rental                                |
| Organized Youth Groups                                                    | <del>\$130</del> 136 per night plus<br>\$1 per person per night                                                             |                                                          |
| Organized Adult Groups                                                    | <del>\$200</del> 209 per night plus<br>\$2 per person per night                                                             |                                                          |
| Individual/Family/Friends Groups                                          | <del>\$200</del> 209 per night plus<br>\$3 per person per night                                                             |                                                          |
| Lodge Fee (Nightly)                                                       |                                                                                                                             |                                                          |
| Organized Youth Groups                                                    | \$0                                                                                                                         |                                                          |
| Organized Adult Groups                                                    | <del>\$200</del> 209 per night                                                                                              |                                                          |
| Individual/Family/Friends Groups                                          | <del>\$200</del> 209 per night                                                                                              |                                                          |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
EFFECTIVE 20232024

|                                                                                                                                                                 |                                                                                                   |                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Thanksgiving Week</b>                                                                                                                                        |                                                                                                   |                                                           |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per person per night                                     | 4-night rental<br>Wednesday through<br>Sunday only        |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per person per night                                     |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per person per night                                     |                                                           |
| <b>Christmas Week</b>                                                                                                                                           |                                                                                                   |                                                           |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per person per night                                     | 4-night rental<br>December 23 through<br>December 27 only |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per person per night                                     |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per person per night                                     |                                                           |
| <b>New Year's Week</b>                                                                                                                                          |                                                                                                   |                                                           |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per person per night                                     | 4-night rental<br>December 29 through<br>January 2 only   |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per person per night                                     |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per person per night                                     |                                                           |
| <b>DAY USE</b>                                                                                                                                                  | <b>FEE</b>                                                                                        | <b>REFERENCE</b>                                          |
| Salt Creek Picnic Shelter <sup>4</sup><br>Full service use - Full Day Only                                                                                      | <del>\$80</del> <u>100</u> per day                                                                |                                                           |
| Dungeness Picnic Shelter (Group Camp)<br>Full day (opening until dusk)<br><del>Half day (opening until 2 p.m.)</del><br><del>Half day (3 p.m. until dusk)</del> | <del>\$50</del> <u>60</u> per day<br><del>\$25 per half day</del><br><del>\$25 per half day</del> |                                                           |
| <b>MISCELLANEOUS</b>                                                                                                                                            | <b>FEE</b>                                                                                        | <b>REFERENCE</b>                                          |
| Camp David Jr. reservation fee                                                                                                                                  | <del>\$40</del> <u>12</u> per reservation                                                         |                                                           |
| Cots for additional capacity (ea.)                                                                                                                              | \$5 per night                                                                                     |                                                           |

| PARKS DEPARTMENT FEE SCHEDULE 205-A<br>EFFECTIVE <del>2023</del> 2024 |                                         |  |
|-----------------------------------------------------------------------|-----------------------------------------|--|
| Camp David Jr. policy manual                                          |                                         |  |
| First copy                                                            | \$0                                     |  |
| Additional copies                                                     | \$3 each                                |  |
| Firewood                                                              |                                         |  |
| Camp David Jr.,<br>Dungeness, and Salt Creek <sup>5</sup>             | <del>\$303</del> 1 per load<br>variable |  |
| Showers – Dungeness and Salt Creek <sup>5</sup>                       | variable                                |  |
| Dump station                                                          |                                         |  |
| Registered camper                                                     | \$0                                     |  |
| Drop in                                                               | \$10 per use                            |  |
| Special occasion permits <sup>6</sup>                                 |                                         |  |
| Commercial event                                                      | <del>\$200</del> 250                    |  |
| Private and non-profit group event                                    | <del>\$120</del> 150                    |  |
| Other event at Director's discretion                                  | To be determined                        |  |

- <sup>1</sup> Group must consist of at least 15 but ~~not more~~ than 50 people; groups above this limit must apply for a special occasion permit.
- <sup>2</sup> Peak Season is defined as the Friday before Memorial Day through Labor Day Monday
- <sup>3</sup> Shoulder Seasons are defined as April 1 through the Thursday before Memorial Day and the Tuesday after Labor Day through October 31.
- <sup>4</sup> Full-service includes ~~exclusive use of picnic shelter and all amenities~~, for up to 100 users. No charge use is not exclusive use and does not include use of cook top or sinks.
- <sup>5</sup> Fees shall be set by ~~the Parks, Fair, and Facilities Department Director~~.
- <sup>6</sup> Fees shall be set on a ~~case-by-case basis~~ by the Parks, Fair, and Facilities Department Director for uses that fall outside the ~~general fees and charges noted~~. Fees are based on the additional costs placed on the department to accommodate use, including but not limited to: staff time (including benefits), equipment time, supply costs, utilities, and/or fair market rent.

# Clallam County Parks, Fair & Facilities

## Proposed 2024 Fee Schedule

~Parks Advisory Board Recommendation~

Ordinance \_\_\_\_

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –  
Parks Department 205-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

**Section 5.100.205, Fees for Parks Department Fee Schedule is amended to read as follow:**  
See attached Parks Department fee schedule.

ADOPTED this \_\_\_\_ day of \_\_\_\_ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores  
MMC, Clerk of the Board

\_\_\_\_\_  
Mike French

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
**EFFECTIVE ~~2023~~2024**

| OVERNIGHT CAMPING                                                                                                                                                                                                                                        | FEE                                                                                                                                                                                                               | REFERENCE |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <u>Dungeness and Salt Creek Recreation Area</u><br>Non-utility sites<br>County residents<br>Non-county residents<br>Utility sites<br>County residents<br>Non-county residents<br>Hiker/Biker sites (designated)<br>Second vehicle fee<br>Reservation fee | <del>\$25-30</del> per campsite<br><del>\$30-40</del> per campsite<br>\$30 per campsite<br><del>\$35</del> per campsite<br>\$10 per person<br><del>\$5-10</del> per vehicle<br><del>\$10-15</del> per reservation |           |
| Dungeness Group Area <sup>1</sup><br>Group of 15<br>Group of 16-50<br>Non-refundable reservation fee                                                                                                                                                     | <del>\$125-150</del> per night<br><del>\$125-150</del> + \$5 per each person over 15<br><del>\$10-15</del> per reservation                                                                                        |           |
| <u>Salt Creek Recreation Area</u><br>Non-utility sites<br>County residents<br>Non-county residents<br>Utility sites<br>County residents<br>Non-county residents<br>Hiker/Biker sites (designated)<br>Second vehicle fee<br>Reservation fee               | \$30 per campsite<br><del>\$45</del> per campsite<br>\$40 per campsite<br><del>\$50</del> per campsite<br>\$10 per person<br><del>\$5</del> per vehicle<br><del>\$15</del> per reservation                        |           |
| Pillar Point – off season<br>September 15 through April 15<br>in lower parking lot only                                                                                                                                                                  | \$50 per season                                                                                                                                                                                                   |           |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
EFFECTIVE ~~2023~~2024

|                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                         |                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <p>Camp David Jr. (groups of 1-100)<br/>Full Camp Exclusive (groups requesting exclusive use of all facilities)</p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p> | <p>\$550 per night plus \$1 per person per night</p> <p><del>\$550-650</del> per night plus <del>\$200-210</del> Lodge fee plus \$2 per person per night</p> <p><del>\$700-735</del> per night plus <del>\$200-210</del> per night Lodge fee plus \$3 per person per night</p>                          | <p>3-night minimum rental</p>                             |
| <p>Camp David Jr.<br/>Upper Camp (9 cabins and Lodge)<br/>Peak Season<sup>2</sup></p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p>                               | <p><del>\$495-500</del> per night plus \$1 per person per night</p> <p><del>\$585-600</del> per night plus <del>\$200-210</del> per night Lodge fee plus \$2 per person per night</p> <p><del>\$630-660</del> per night plus <del>\$200-210</del> per night Lodge fee plus \$3 per person per night</p> | <p>Minimum rental is 9 cabins plus Lodge for 3 nights</p> |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
EFFECTIVE ~~2023~~2024

|                                                                           |                                                                                                                             |                                                          |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Upper Camp<br>4 or more cabins and Lodge<br>Shoulder Seasons <sup>3</sup> |                                                                                                                             | Minimum rental is 4<br>cabins plus Lodge for<br>3 nights |
| Organized Youth Groups                                                    | \$55 per cabin per night<br>plus \$1 per person per<br>night                                                                |                                                          |
| Organized Adult Groups                                                    | <del>\$65-70</del> per cabin per<br>night plus <del>\$200-210</del> per<br>night Lodge fee plus \$2<br>per person per night |                                                          |
| Individual/Family/Friends Groups                                          | <del>\$70-75</del> per cabin per<br>night plus <del>\$200-210</del> per<br>night Lodge fee plus \$3<br>per person per night |                                                          |
| Beach Cabin Package<br>Beach Cabin and Wohelo Log Cabin                   |                                                                                                                             | 3-night minimum<br>rental                                |
| Organized Youth Groups                                                    | \$130 per night plus \$1<br>per person per night                                                                            |                                                          |
| Organized Adult Groups                                                    | <del>\$200-210</del> per night plus<br>\$2 per person per night                                                             |                                                          |
| Individual/Family/Friends Groups                                          | <del>\$200-225</del> per night plus<br>\$3 per person per night                                                             |                                                          |
| Lodge Fee (Nightly)                                                       |                                                                                                                             |                                                          |
| Organized Youth Groups                                                    | \$0                                                                                                                         |                                                          |
| Organized Adult Groups                                                    | <del>\$200-210</del> per night                                                                                              |                                                          |
| Individual/Family/Friends Groups                                          | <del>\$200-210</del> per night                                                                                              |                                                          |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
EFFECTIVE ~~2023~~2024

|                                                                                                                                                                 |                                                                                            |                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Thanksgiving Week                                                                                                                                               |                                                                                            | 4-night rental<br>Wednesday through<br>Sunday only        |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per<br>person per night                           |                                                           |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per<br>person per night                           |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per<br>person per night                           |                                                           |
| Christmas Week                                                                                                                                                  |                                                                                            | 4-night rental<br>December 23 through<br>December 27 only |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per<br>person per night                           |                                                           |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per<br>person per night                           |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per<br>person per night                           |                                                           |
| New Year's Week                                                                                                                                                 |                                                                                            | 4-night rental<br>December 29 through<br>January 2 only   |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per<br>person per night                           |                                                           |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per<br>person per night                           |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per<br>person per night                           |                                                           |
| DAY USE                                                                                                                                                         | FEE                                                                                        | REFERENCE                                                 |
| Salt Creek Picnic Shelter <sup>4</sup><br>Full service use - Full Day Only                                                                                      | <del>\$80</del> <u>100</u> per day                                                         |                                                           |
| Dungeness Picnic Shelter (Group Camp)<br>Full day (opening until dusk)<br><del>Half day (opening until 2 p.m.)</del><br><del>Half day (3 p.m. until dusk)</del> | <del>\$50-60</del> per day<br><del>\$25</del> per half day<br><del>\$25</del> per half day |                                                           |
| MISCELLANEOUS                                                                                                                                                   | FEE                                                                                        | REFERENCE                                                 |
| Camp David Jr. reservation fee                                                                                                                                  | <del>\$10-15</del> per reservation                                                         |                                                           |
| Cots for additional capacity (ea.)                                                                                                                              | \$5 per night                                                                              |                                                           |

| PARKS DEPARTMENT FEE SCHEDULE 205-A<br>EFFECTIVE <del>2023</del> 2024 |                                                  |  |
|-----------------------------------------------------------------------|--------------------------------------------------|--|
| Camp David Jr. policy manual                                          |                                                  |  |
| First copy                                                            | \$0                                              |  |
| Additional copies                                                     | \$3 each                                         |  |
| Firewood                                                              |                                                  |  |
| Camp David Jr.,<br>Dungeness, and Salt Creek <sup>5</sup>             | <del>\$30</del> <u>\$31</u> per load<br>variable |  |
| Showers – Dungeness and Salt Creek <sup>5</sup>                       | variable                                         |  |
| Dump station                                                          |                                                  |  |
| Registered camper                                                     | \$0                                              |  |
| Drop in                                                               | \$10 per use                                     |  |
| Special occasion permits <sup>6</sup>                                 |                                                  |  |
| Commercial event                                                      | <del>\$200</del> <u>\$300</u>                    |  |
| Private and non-profit group event                                    | <del>\$120</del> <u>\$150</u>                    |  |
| Other event at Director's discretion                                  | To be determined                                 |  |

- <sup>1</sup> Group must consist of at least 15 but ~~not more than 50 people~~; groups above this limit must apply for a special occasion permit.
- <sup>2</sup> Peak Season is defined as the Friday before Memorial Day through Labor Day Monday
- <sup>3</sup> Shoulder Seasons are defined as April 1 through the Thursday before Memorial Day and the Tuesday after Labor Day through October 31.
- <sup>4</sup> Full-service includes ~~exclusive use of picnic shelter and all amenities~~, for up to 100 users. No charge use is not exclusive use and does not include use of cook top or sinks.
- <sup>5</sup> Fees shall be set by the Parks, Fair, and Facilities Department Director.
- <sup>6</sup> Fees shall be set on a ~~case-by-case basis~~ by the Parks, Fair, and Facilities Department Director for uses that fall outside the ~~general fees and charges noted~~. Fees are based on the additional costs placed on the department to accommodate use, including but not limited to: staff time (including benefits), ~~equipment time~~, supply costs, utilities, and/or fair market rent.

CLALLAM COUNTY  
PARKS, FAIR & FACILITIES

PARKS DEPARTMENT and  
PARKS ADVISORY BOARD  
COMPROMISE  
RECOMMENDATION

Ordinance \_\_\_\_\_

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –  
Parks Department 205-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

**Section 5.100.205, Fees for Parks Department Fee Schedule is amended to read as follow:**  
See attached Parks Department fee schedule.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores  
MMC, Clerk of the Board

\_\_\_\_\_  
Mike French

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
**EFFECTIVE ~~2023~~2024**

| OVERNIGHT CAMPING                                                                                                                                                                                                                                                   | FEE                                                                                                                                                                                                                         | REFERENCE |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Dungeness <del>and Salt Creek</del> Recreation Area</b><br>Non-utility sites<br>County residents<br>Non-county residents<br>Utility sites<br>County residents<br>Non-county residents<br>Hiker/Biker sites (designated)<br>Second vehicle fee<br>Reservation fee | <del>\$25-35</del> per campsite<br><del>\$30-40</del> per campsite<br>\$30 per campsite<br><del>\$35</del> per campsite<br>\$10 per person<br><del>\$5-10</del> per vehicle<br><del>\$10-12</del> per reservation           |           |
| <b>Dungeness Group Area <sup>1</sup></b><br>Group of 15<br>Group of 16-50<br>Non-refundable reservation fee                                                                                                                                                         | <del>\$125-150</del> per night<br><del>\$125-150</del> + \$5 per each person over 15<br><del>\$10-15</del> per reservation                                                                                                  |           |
| <b>Salt Creek Recreation Area</b><br>Non-utility sites<br>County residents<br>Non-county residents<br>Utility sites<br>County residents<br>Non-county residents<br>Hiker/Biker sites (designated)<br>Second vehicle fee<br>Reservation fee                          | <del>\$35</del> per campsite<br><del>\$45</del> per campsite<br><del>\$43</del> per campsite<br><del>\$50</del> per campsite<br><del>\$10</del> per person<br><del>\$5</del> per vehicle<br><del>\$12</del> per reservation |           |
| <b>Pillar Point – off season</b><br>September 15 through April 15<br>in lower parking lot only                                                                                                                                                                      | \$50 per season                                                                                                                                                                                                             |           |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
EFFECTIVE ~~2023~~2024

|                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                         |                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <p>Camp David Jr. (groups of 1-100)<br/>Full Camp Exclusive (groups requesting exclusive use of all facilities)</p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p> | <p>\$550 per night plus \$1 per person per night</p> <p><del>\$550</del> 650 per night plus <del>\$200</del> 210 Lodge fee plus \$2 per person per night</p> <p><del>\$700</del> 735 per night plus <del>\$200</del> 210 per night Lodge fee plus \$3 per person per night</p>                          | <p>3-night minimum rental</p>                             |
| <p>Camp David Jr.<br/>Upper Camp (9 cabins and Lodge)<br/>Peak Season<sup>2</sup></p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p>                               | <p><del>\$495</del> 500 per night plus \$1 per person per night</p> <p><del>\$585</del> 600 per night plus <del>\$200</del> 210 per night Lodge fee plus \$2 per person per night</p> <p><del>\$630</del> 660 per night plus <del>\$200</del> 210 per night Lodge fee plus \$3 per person per night</p> | <p>Minimum rental is 9 cabins plus Lodge for 3 nights</p> |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
EFFECTIVE ~~2023~~2024

|                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                       |                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <p>Upper Camp<br/>4 or more cabins and Lodge<br/>Shoulder Seasons<sup>3</sup></p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p> | <p>\$55 per cabin per night<br/>plus \$1 per person per<br/>night</p> <p><del>\$65</del> <u>\$70</u> per cabin per<br/>night plus <del>\$200</del> <u>\$210</u> per<br/>night Lodge fee plus \$2<br/>per person per night</p> <p><del>\$70</del> <u>\$75</u> per cabin per<br/>night plus <del>\$200</del> <u>\$210</u> per<br/>night Lodge fee plus \$3<br/>per person per night</p> | <p>Minimum rental is 4<br/>cabins plus Lodge for<br/>3 nights</p> |
| <p>Beach Cabin Package<br/>Beach Cabin and Wohelo Log Cabin</p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p>                   | <p>\$130 per night plus \$1<br/>per person per night</p> <p><del>\$200</del> <u>\$210</u> per night plus<br/>\$2 per person per night</p> <p><del>\$200</del> <u>\$225</u> per night plus<br/>\$3 per person per night</p>                                                                                                                                                            | <p>3-night minimum<br/>rental</p>                                 |
| <p>Lodge Fee (Nightly)</p> <p>Organized Youth Groups</p> <p>Organized Adult Groups</p> <p>Individual/Family/Friends Groups</p>                                                        | <p>\$0</p> <p><del>\$200</del> <u>\$210</u> per night</p> <p><del>\$200</del> <u>\$210</u> per night</p>                                                                                                                                                                                                                                                                              |                                                                   |

**PARKS DEPARTMENT FEE SCHEDULE 205-A**  
EFFECTIVE ~~2023~~2024

|                                                                                                                                                                 |                                                                                                   |                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Thanksgiving Week                                                                                                                                               |                                                                                                   | 4-night rental<br>Wednesday through<br>Sunday only        |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per<br>person per night                                  |                                                           |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per<br>person per night                                  |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per<br>person per night                                  |                                                           |
| Christmas Week                                                                                                                                                  |                                                                                                   | 4-night rental<br>December 23 through<br>December 27 only |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per<br>person per night                                  |                                                           |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per<br>person per night                                  |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per<br>person per night                                  |                                                           |
| New Year's Week                                                                                                                                                 |                                                                                                   | 4-night rental<br>December 29 through<br>January 2 only   |
| Full Camp Exclusive Use                                                                                                                                         | <del>\$3,000</del> <u>3,135</u> plus \$2 per<br>person per night                                  |                                                           |
| Upper Camp                                                                                                                                                      | <del>\$2,500</del> <u>2,613</u> plus \$2 per<br>person per night                                  |                                                           |
| Beach Cabin Package                                                                                                                                             | <del>\$1,500</del> <u>1,568</u> plus \$2 per<br>person per night                                  |                                                           |
| DAY USE                                                                                                                                                         | FEE                                                                                               | REFERENCE                                                 |
| Salt Creek Picnic Shelter <sup>4</sup><br>Full service use - Full Day Only                                                                                      | <del>\$80</del> <u>100</u> per day                                                                |                                                           |
| Dungeness Picnic Shelter (Group Camp)<br>Full day (opening until dusk)<br><del>Half day (opening until 2 p.m.)</del><br><del>Half day (3 p.m. until dusk)</del> | <del>\$50</del> <u>60</u> per day<br><del>\$25</del> per half day<br><del>\$25</del> per half day |                                                           |
| MISCELLANEOUS                                                                                                                                                   | FEE                                                                                               | REFERENCE                                                 |
| Camp David Jr. reservation fee                                                                                                                                  | <del>\$10</del> <u>12</u> per reservation                                                         |                                                           |
| Cots for additional capacity (ea.)                                                                                                                              | \$5 per night                                                                                     |                                                           |

| PARKS DEPARTMENT FEE SCHEDULE 205-A<br>EFFECTIVE <del>2023</del> 2024 |                                                  |  |
|-----------------------------------------------------------------------|--------------------------------------------------|--|
| Camp David Jr. policy manual                                          |                                                  |  |
| First copy                                                            | \$0                                              |  |
| Additional copies                                                     | \$3 each                                         |  |
| Firewood                                                              |                                                  |  |
| Camp David Jr.,<br>Dungeness, and Salt Creek <sup>5</sup>             | <del>\$30</del> <u>\$31</u> per load<br>variable |  |
| Showers – Dungeness and Salt Creek <sup>5</sup>                       | variable                                         |  |
| Dump station                                                          |                                                  |  |
| Registered camper                                                     | \$0                                              |  |
| Drop in                                                               | \$10 per use                                     |  |
| Special occasion permits <sup>6</sup>                                 |                                                  |  |
| Commercial event                                                      | <del>\$200</del> <u>\$300</u>                    |  |
| Private and non-profit group event                                    | <del>\$120</del> <u>\$50</u>                     |  |
| Other event at Director's discretion                                  | To be determined                                 |  |

- <sup>1</sup> Group must consist of at least 15 but not more than 50 people; groups above this limit must apply for a special occasion permit.
- <sup>2</sup> Peak Season is defined as the Friday before Memorial Day through Labor Day Monday
- <sup>3</sup> Shoulder Seasons are defined as April 1 through the Thursday before Memorial Day and the Tuesday after Labor Day through October 31.
- <sup>4</sup> Full-service includes exclusive use of picnic shelter and all amenities, for up to 100 users. No charge use is not exclusive use and does not include use of cook top or sinks.
- <sup>5</sup> Fees shall be set by the Parks, Fair, and Facilities Department Director.
- <sup>6</sup> Fees shall be set on a case-by-case basis by the Parks, Fair, and Facilities Department Director for uses that fall outside the general fees and charges noted. Fees are based on the additional costs placed on the department to accommodate use, including but not limited to: staff time (including benefits), equipment time, supply costs, utilities, and/or fair market rent.

**Parks Dept. Fee Schedule 205-A Proposal for 2024  
Summary of Changes\***

Document was submitted after the  
agenda and packet were posted on  
12-8-23 HI

|                                                                                                          | <b>Current<br/>2023</b> | <b>Parks<br/>Department<br/>Proposed<br/>2024</b> | <b>Parks<br/>Advisory<br/>Board<br/>Proposed<br/>2024</b> | <b>Compromise<br/>Proposal<br/>2024</b> | <b>Final Proposal<br/>2024</b> |
|----------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------|-----------------------------------------------------------|-----------------------------------------|--------------------------------|
| <b>Salt Creek</b>                                                                                        |                         |                                                   |                                                           |                                         |                                |
| Utility - County Resident                                                                                | \$30.00                 | \$45.00                                           | \$40.00                                                   | \$43.00                                 | <b>\$40.00</b>                 |
| Utility - Non County Resident                                                                            | \$35.00                 | \$50.00                                           | \$50.00                                                   | \$50.00                                 | <b>\$55.00</b>                 |
| Non Utility - County Resident                                                                            | \$25.00                 | \$40.00                                           | \$30.00                                                   | \$35.00                                 | <b>\$35.00</b>                 |
| Non Utility - Non County Resident                                                                        | \$30.00                 | \$45.00                                           | \$45.00                                                   | \$45.00                                 | <b>\$45.00</b>                 |
| <b>Dungeness</b>                                                                                         |                         |                                                   |                                                           |                                         |                                |
| Non Utility - County Resident                                                                            | \$25.00                 | \$35.00                                           | \$30.00                                                   | \$35.00                                 | <b>\$30.00</b>                 |
| Non Utility - Non County Resident                                                                        | \$30.00                 | \$40.00                                           | \$40.00                                                   | \$40.00                                 | <b>\$40.00</b>                 |
| Extra Vehicle Fee                                                                                        | \$5.00                  | \$5.00                                            | \$10.00                                                   | \$10.00                                 | <b>\$10.00</b>                 |
| Reservation Fee                                                                                          | \$10.00                 | \$12.00                                           | \$15.00                                                   | \$15.00                                 | <b>\$15.00</b>                 |
| <b>Budget Impact</b>                                                                                     |                         |                                                   |                                                           |                                         |                                |
| Anticipated \$5 Set Aside for Capital<br>Improvements to parks                                           |                         | \$110,725                                         | \$110,725                                                 | \$110,725                               | \$110,725                      |
| Jan-Sept 2023 Calculated Camping<br>Revenue if Proposed Fees had been<br>Implemented Effective Jan. 2023 |                         | \$180,050                                         | \$134,771                                                 | \$164,494                               | \$154,794                      |
| <b>Estimated Increase in Camping Revenue<br/>averaged over 12 months</b>                                 |                         | <b>\$240,067</b>                                  | <b>\$179,695</b>                                          | <b>\$219,325</b>                        | <b>\$206,392</b>               |

\* In the final proposal, the remainder of fees listed in 205-A will be as listed on the Parks Advisory Board proposal.



# AGENDA ITEM SUMMARY

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

ES  
DEC 12 2023  
1pm

**Department: Sheriff's Office**

**Executive Session** ☒ **Meeting Date: 12/12/23**

**Item summary:**

- |                                           |                                                              |                                                               |
|-------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                               |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                          |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other – Executive Session |

**Executive summary:**

Pursuant to RCW 42.30.110, an executive session will be held at 1 p.m., Tuesday, December 12, 2023 in the Commissioners Board Room, 223 East 4<sup>th</sup> Street, Port Angeles, Room 160. No Zoom option will be available.

This executive session is being called to discuss real estate.

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

**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?)

This executive session is being called to discuss real estate.

**County Official signature & print name:**

Brian King

**Name of Employee/Stakeholder attending meeting:** BOCC, Sheriff's Office – King, Bundy and Waknitz, Prosecuting Attorney's Office - Boughton and Real Estate – Linda Capps, Real Estate Agent - Nelson

**Relevant Departments** BOCC, Sheriff's Office – King, Bundy and Waknitz, Prosecuting Attorney's Office - Boughton and Real Estate – Linda Capps

**Date submitted:** 11/30/23

\* 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)