



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, October 31, 2022 – 8:00 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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement modification 2 with Olympic National Forest for work crew services performance period

Agreement modification 2 

3. Resolution declaring an emergency authorizing the purchase of replacement boat motors (2a)*

Resolution 

4. Contract with Westside Marine Inc. for purchase of two new Yamaha boat motors (3b)

Contract 

5. Agreement with Health Care Services for Jail Inmate Health Care Services (3c)*

Agreement 

6. Briefing and call for hearing to be held Tuesday, November 22, 2022 at 10:30 a.m. regarding a proposed Ordinance amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule – Parks Department Fee Schedule 205-A

Briefing and notice for hearing 

7. Slip Point conveyance update

Update 

Public Works

8. Briefing and public hearing regarding a Resolution adopting the Six-Year 2023-2028 Transportation Improvement Program

Briefing and notice for hearing 

Community Development

9. Briefing and request to approve Final Binding Site Plan approval for Island View R.V. Park LDV 2021-00005 – Randy Simmons applicant (5a)*

Briefing and request to approve 

Item 9 additional document - submitted after agenda was posted on 10-27-22 

Board of Commissioners

10. Resolution appointing Kristine Johnson to the Behavioral Health Advisory Board

Resolution 

11. Resolution appointing Gerald B. Stephanz, Jr. MD to the Clallam County Board of Health

Resolution 

12. Resolution appointing Skye Eastman to the Developmental Disabilities Advisory Committee

Resolution 

13. Resolution appointing Paul Cunningham, Christina Smith, John DeBoer and Cheri Tinker to the Homelessness Task Force

Resolution 

14. Resolution appointing Timothy Cochnauer to the Marine Resources Committee

Resolution 

15. Resolution appointing Bert Caldwell to the North Olympic Library System Board of Trustees

Resolution 

16. Agreement with Jefferson and Kitsap Counties for Olympic Consortium - Workforce Development (3a)*

Agreement 

17. Agreement amendment 1 with Peninsula Trails Coalition to extend Hotel/Motel Funding request

Agreement amendment 1 

General Discussion/Items for Future Agendas

- A. Continued Work Session (November 14 – Cancelled)
- B. Department of Natural Resources Meeting (November 28 at 1 p.m.)
- C. Continued Work Session – Topic TBD (December 12 at 1 p.m.)
- D. Marine Resources Committee projects update (January 30)

EXECUTIVE SESSION

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

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

2
10/31/22



AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 10/31/22

REGULAR AGENDA ☒ **Meeting Date:** 11/08/22

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-18-02 Modification #2 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is a modification to the U.S. Forest Services CREW agreement to extend the performance period from 12/31/22 to 04/16/23 to allow additional time to expend the funding to perform work crew services on Forest Service land. Due to Covid restrictions and Jail staff shortages the crews were unable to fulfill the scope of work during the original performance period.

This document also changes the contact personnel and some terms and conditions.

Budgetary impact:

None

Recommended action:

Recommend approval by the Board and signature by the Chair.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Chief Corrections Deputy Don Wenzl

Relevant Departments: Sheriff's Office

Date submitted: 10/25/22

* 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)

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1 4

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 18-PA-11060900-017		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: 815-18-02	3. MODIFICATION NUMBER: 002 <i>Contract # 815-18-02</i>
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Olympic National Forest 1835 Black Lake Blvd. SW Olympia, WA 98512-5607		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Olympic National Forest 437 Tillicum Lane Forks, WA 98331	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): CLALLAM, COUNTY OF 223 E 4TH ST Port Angeles, Washington 98362-3015		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☒	CHANGE IN PERFORMANCE PERIOD: extending from 12/31/2022 to 04/16/2023
☐	CHANGE IN FUNDING:
☒	ADMINISTRATIVE CHANGES: changing POC for Forest and Cooperator/ Update contacts see block 9.
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

-The extension is needed as the Sheriff's Office has been short staffed and unable to have field crews this past year.

-This modification revises the contact information for key personnel, extend expiration, and update provisions.

-Update principal contact (V. A.)

Replace D. Wenzl with:
Jeff Finley
Administrative Sergeant
223 E 4 St Suite 20
Port Angeles WA 98362
Cell 360-477-6132
Work 360-417-2592
jfinley@co.clallam.wa.us

Replace D. Hammer with:
Elizabeth Cusanelli, Recreation Management Specialist
Olympic National Forest
437 Tillicum Lane
Forks, WA 98331
Email: elizabeth.cusanelli@usda.gov

Replace A. Verellen with:
Cynthia Moscoso, Grants and Agreement Specialist
215 Melody Lane
Wenatchee, WA 98801
Email: Cynthia.moscoso@usda.gov



Update the following provision:

I.V.A. PAYMENT/REIMBURSEMENT. Update from 90, the final invoice must display 's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Send a copy to: elizabeth.cusanelli@usda.gov

V.N. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination the Cooperator shall close out the agreement.

Any unobligated balance of cash advanced to must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Cooperator.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

V. O. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The County shall submit performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

V. CC. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 04/16/2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☐	Revised Financial Plan
☐	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. CLALLAM COUNTY SHERIFF'S OFFICE SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): Mark Ozias		11.F. NAME (type or print): KELLY D. LAWRENCE	
11.G. TITLE (type or print): Chair of the Board		11.H. TITLE (type or print): Forest Supervisor, Olympic National Forest	

12. G&A REVIEW



USDA Forest Service

OMB 0596-0217
FS-1500-19

12.A. The authority and format of this modification have been reviewed and approved for signature by: AMY VERELLEN Digitally signed by AMY VERELLEN Date: 2022.09.01 09:36:48 -07'00' AMY VERELLEN (Mod. 002: 18-PA-11060900-017) U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
--	------------------------------

Approved as to form:

Bert D. Boughton
Deputy Prosecuting Attorney



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



AGENDA ITEM SUMMARY

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

3
10/31/22
29

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 10/31/22

REGULAR AGENDA ☒ **Meeting Date:** 11/1/22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Sheriff's Office is submitting a request for an Emergency Resolution to expedite and temporarily waive formal bid requirements for the purchase of replacement boat motors for the Marine Unit's vessel "Protector". The vessel's two motors failed in September and the boat is unusable until the motors are replaced. We have located a vendor in Port Townsend who has two new motors that meet our needs which could allow the Protector to be back in the water by the end of this year. If we do not secure the purchase of these two motors we are being advised by vendors that there is currently a 50-60 week delay in receiving these equipment items. With that delay, the Protector would not be operational again until 2024.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached? ☒

The Sheriff's Office VRF (Vessel Registration Fees) Fund will cover the cost of these motors. A budget change form to create a Capital Outlay line in this fund is submitted for approval by the Board on 11/29/22.

Recommended action:

Recommend that the Board consider this situation a critical need to expedite and temporarily waive formal bid requirements for the equipment purchase.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Chief Criminal Deputy Brian King

Relevant Departments: Sheriff's Office

Date submitted: 10/26/22

* 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 _____, 2022

EMERGENCY RESOLUTION AUTHORIZING
THE PURCHASE OF REPLACEMENT BOAT MOTORS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam County Sheriff's Office Boating Unit provided approximately 160 hours of water patrols during 2021 and 130 during the first half of 2022, a large majority of which occurred on saltwater using the vessel Protector.
2. The Protector uses paired motors that are over 12 years in age, one of which was rebuilt in 2021. The second motor has now failed and the rebuilt motor has required increasing repairs, leading to the conclusion that a second rebuild would not be cost effective for the continued lifespan it could effect.
3. The Protector is incapable of functioning effectively with only one motor, so is incapacitated until new motors are acquired. The secondary Boating Unit vessel, the Whaler, is unsuitable for saltwater patrols beyond a protected harbor, leaving the Sheriff's Office with no means of patrolling the majority of our saltwater margins.
4. The Clallam County Sheriff's Office has solicited quotes or timeline projections from the three vendors within reasonable driving distance capable of fulfilling the replacement and installation of the necessary boat motors. None of them anticipate the ability to deliver installed boat motors to us within 50-60 weeks of order.
5. Westside Marine Inc has appropriate replacement motors in stock currently, but with competing interest in them cannot hold them for us until our budgeting and formal bid process can be completed.
6. Based on these findings, the only way the Sheriff's Office Boating Unit could repair the Protector and patrol during the 2023 season would be to purchase the only motors that are or will be available during the 2023 boating season.
7. These above facts caused the Sheriff's Office to request this emergency declaration to expedite and temporarily waive the formal bid requirements necessary to purchase the boat motors currently in stock at Westside Marine Inc.

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

1. Find that there is a critical need to expedite and temporarily waive formal bid requirements for this equipment purchase in excess of \$25,000.

PASSED AND ADOPTED this ____ day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, District 1

ATTEST:

Randy Johnson, District 2

Loni Gores, CMC, Clerk of the Board

Bill Peach, District 3



AGENDA ITEM SUMMARY

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

4
10/31/22
3b

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 10/31/22

REGULAR AGENDA ☒ **Meeting Date:** 11/1/22

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11004-22-01 |
| ☐ Resolution | ☐ Proclamation ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Upon approval of the Emergency Resolution for the immediate purchase of two new Yamaha boat motors for the Sheriff's Office Marine Unit vessel the "Protector", the Sheriff's Office is presenting the equipment contract to ascertain these motors. This contract is with Westside Marine Inc in the amount of \$49,862.80. The motors are currently part of the vendor's 2022 inventory and available for immediate purchase and installation.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached? ☒

The Sheriff's Office VRF (Vessel Registration Fees) Fund will cover the cost of these motors. A budget change form to create a Capital Outlay line in this fund is submitted for approval by the Board on 11/29/22.

Recommended action:

Recommend approval by the Board and signature by the Chair.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Chief Criminal Deputy Brian King

Relevant Departments: Sheriff's Office

Date submitted: 10/26/22

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

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



Clallam County Sheriff's Office
EQUIPMENT CONTRACT

ORIGINAL

11004-22-01

SHIP TO:

CLALLAM COUNTY SHERIFF'S OFFICE
ATTN: Eric Munger
223 East 4th Street, Suite 12
Port Angeles, WA 98362

BILL TO:

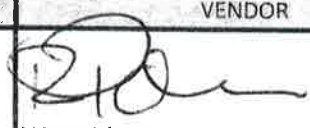
CLALLAM COUNTY SHERIFF'S OFFICE
Accounts Payable
223 East 4th Street, Suite 12
Port Angeles, WA 98362
360-417-2567

VENDOR NAME:	WESTSIDE MARINE INC	CONTRACT #:	11004-22-01
ADDRESS:	31 Frederick St		
	Port Townsend, WA 98368	DATE:	10/31/2022
PHONE:	360-385-1488		
FAX:	360-379-9882	VENDOR ACCT #:	

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, ETC.

QUANTITY	STOCK NUMBER	ITEM ORDERED	UNIT PRICE	TOTAL
2		200HP Yamaha boat motors, parts, and labor as per attached Proposal #4453 dated 10/21/22		\$45,703.75
		3 year Yamaha warranty on engines		
		SHIPPING COST		\$0.00
		SUBTOTAL		\$45,703.75
		TAX		\$4,159.05
		TOTAL		\$49,862.80

Budget Fund	Special Instructions
11004.811	Vendor will accept deposit of \$500 toward motor purchase. Once deposit is paid vendor will order rigging parts and schedule installation. Vendor will invoice county remaining costs upon delivery of items. County will pay vendor 30 days after receipt of invoice.
BARS Number	
59421.64.0841	

EMPLOYEE	CHAIR OF THE BOARD	VENDOR
Det Eric Munger	Mark Ozias, Chair	 Westside Marine Inc.

Westside Marine Inc

**Proposal Only
Not An Invoice**

Proposal - Screen # 4453

31 Frederick St.
Port Townsend, Wa. 98368
Phone (360)-385-1488
Fax (360)-379-9882

10/21/2022 10:06:43 AM
BY: 111

Customer: 5872

CLALLAM COUNTY SHERIFF
223 E. 4TH ST.
SUITE 12
Port Angeles, WA 98362-

Phone # 360-417-2459
Cell # 360

Part Number	Description	Bin	Qty	Extended
F200XCA	200HP YAMAHA 2.8L DEC (Stock # 7715) (Serial # 6DVX-1020686)		1.00	17,500.00
LF200XCA	200HP YAMAHA 2.8L DEC LEFT (Stock # 7841) (Serial # 6DWX-1012612)		1.00	19,085.00
6X9-48207-05-00	TWIN MAIN DEC REM. CNTRL		1.00	1,688.00
6YM-83553-00-00	WIRE, LEAD,		1.00	68.00
6YD-8356N-00-00	WIRE, LEAD	Y24	1.00	83.00
6Y8-81920-01-00	MULTI HUB ASSY	Y41	1.00	56.00
6Y9-83553-00-00	ADAPT,MAIN BUS TO REM CONTR		1.00	47.75
6Y8-82553-50-00	10FT MAIN BUS	UPSTRS	1.00	110.00
6Y8-82521-21-00	3FT PIGTAIL BUS	UPSTRS	1.00	58.00
6Y8-83553-02-00	8FT POWER WIRE	Y24	1.00	60.00
6X6-76280-01-00	START SW KIT,TWIN ENG,MAIN		1.00	529.00
6X6-8258A-41-00	MAIN ENG HARNESS, 12M/38FT	UPSTRS	1.00	472.00
GPSMAP742	GARMIN DISPLAY		1.00	699.00
010-02320-01	J1939 CABLE		1.00	40.00
68F-45972-20-00	PROP 14 1/4X17R RELIANCE SD		1.00	754.00
68G-45972-20-00	PROP 14 1/4X17L RELIANCE SD		1.00	754.00
RS	RIGGING SUPPLYS		1.00	100.00
LABOR	Labor (24.00 hrs)		1.00	3,600.00
	REMOVE OLD MOTORS & RIGGING. INSTALL NEW YAMAHA MOTORS AND RIGGING TEST RUN			

Subtotal
45,703.75

Tax
4,159.05

Invoice Total
49,862.80

COPY

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 10/26/22

Budget Hearing/Meeting Date: 11/29/22

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

Budget Number xxxxx.xxx.	11004.811	Budget Name	Sheriff - VRF Boating Program
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811	Sheriff - VRF Boating Program	50800.00.0000	Ending Fund Balance	49,863
Total				49,863

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811	Sheriff - VRF Boating Program	59421.64.0841	Vessel and Equipment	49,863
Total				49,863

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To purchase two new Yamaha boat motors and parts, and pay associated labor costs.

County Official Approval: _____

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



AGENDA ITEM SUMMARY

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

5
10/31/22
3C

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 10/31/22

REGULAR AGENDA ☒ **Meeting Date:** 11/1/22

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #816-14-01 Amendment #12 | |
| ☐ Resolution | ☐ Proclamation | ☒ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Beginning in June '22, the Jail experienced a nursing shortage crisis and began exploring options for staffing nurses in the Jail. The County decided the lowest liability option was to continue contracting with Wellpath for these services. Due to the crisis, Wellpath had to begin utilizing contract/traveling nurses at a much higher cost than before. The County negotiated and agreed to absorb those costs and continue our contract for Clallam County Jail Inmate Health Care Services into FY2023.

Amendment #12 is the result of these negotiations.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached? ☒

A budget change form is submitted for the increased monthly cost in FY2022 and for a shortfall amount due to a budgeting oversight at the beginning of the year.

The amount of additional costs of utilizing contracted/traveling nurses is currently being calculated by Wellpath and will be presented as a future budget change request.

Recommended action:

Recommend approval by the Board and signature by the Chair.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Chief Corrections Deputy Don Wenzl

Relevant Departments: Sheriff's Office

Date submitted: 10/26/22

* 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)

**TWELFTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE
SERVICES AT CLALLAM COUNTY, WASHINGTON
(Effective August 1, 2022)**

This Twelfth Amendment, effective August 1, 2022 (this "Amendment"), to the Agreement for Inmate Health Care Services dated April 1, 2014, as amended (the "Agreement") is by and between Correctional Healthcare Companies, LLC ("CHC") and Clallam County, Washington ("County").

WHEREAS, the Agreement is set to expire on December 31, 2022 and the Parties wish to renew the Agreement for one additional year; and

WHEREAS, the Parties agree to increase compensation in accordance with an agreed upon percentage based on applicable Price Index figures; and

WHEREAS, the Parties agree that the cost difference between agency and regular staff shall be passed through to Clallam County beginning July 1, 2022, in order to ensure greater staffing coverage;

WHEREAS, the Parties have determined that it is necessary and in the best interest of Covered Persons to increase the salaries of registered nursing staff and the health service administrator, to improve staff retention and bolster recruitment efforts; and

WHEREAS, the Parties have determined that it is necessary to revise the indemnification language in the Agreement; and

WHEREAS, in accordance with Section 11.15, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.
2. **AMENDMENT TO SECTION 8.0 OF THE AGREEMENT.** The Agreement shall be amended by deleting Section 8.0 in its entirety and inserting the following language in lieu thereof:

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized contract price for the period of August 1, 2022 through December 31, 2022 is \$542,323.32, payable in equal monthly installments. The annualized contract price for the period of January 1, 2023 through December 31, 2023 shall be \$576,767.64, payable in equal monthly installments. The monthly installments for August through December 31, 2022 shall equal \$45,193.61, pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment thereafter, beginning January 1, 2023, shall equal \$48,063.97, pro-rated for any partial months and subject to any reconciliations as set forth below. Each monthly installment is to be paid to CHC on or before the first day of the month of service.

Additionally, beginning July 1, 2022, Clallam County shall reimburse CHC for the cost difference between agency healthcare staff contracted on a temporary basis to fill positions at the Facility by CHC, and the cost of a regular CHC employee. CHC shall include any such costs on its monthly invoice to Clallam County.

3. **AMENDMENT TO SECTION 10.3 OF AGREEMENT.** The Parties agree that Section 10.3, Indemnification, shall be deleted and replaced with the following:
The County agrees to defend, indemnify, and hold harmless the Contractor, its affiliates, elected officials, officers, agents and employees from all regulatory complaints, , actions, lawsuits, damages, judgments and/or liabilities or costs including attorney fees (hereinafter collectively “claims”) suffered or incurred by the Contractor, its affiliates, elected officials, officers, agents and employees resulting in any way from the negligence, , error, or omission of the County, its affiliates, elected officials, officers, agents and employees. For purposes of the County’s obligation to defend, indemnify, , and hold harmless the Contractor, its affiliates, elected officials, officers, agents and employees, a “claim” shall be broadly defined and construed to include, but not be limited to oral the; written or electronic communications.

The initial determination of whether the County is obligated to indemnify, defend and hold harmless the Contractor, its affiliates, elected officials, officers, agents and employees from claims suffered or incurred by the Contractor, its affiliates, officers, agents and/or employees resulting in any way from the negligence, , error, or omission of the County, its officers, agents and/or employees, shall be made at the sole discretion of the Contractor. Such determination will be made based on the information contained within the claim. The County shall acknowledge, in writing, its receipt of Contractors tender of defense or indemnification no later than fifteen (15) days following receipt by sending a writing that includes such acknowledgement to Contractor at 3340 Perimeter Hill Dr. Nashville, TN 37211. Should the Parties disagree as to the other’s obligation to indemnify, or as to the apportionment of fault between the Parties, the Parties’ executive leadership shall meet and negotiate, in good faith, the resolution of any such disagreement. Should the Parties be unable to resolve the disagreement through negotiation, the Parties shall retain a mutually agreeable third-party mediator, who shall resolve the disagreement through mediation. The costs of all such mediation shall be borne equally by the Parties, and any mediation shall conclude within 90 days of initiation.

For all such matters described above under which the Contractor, its affiliates, elected officials, officers, agents and employees are owed a defense and indemnification by the County, the Parties shall select defense counsel based upon mutual agreement.

The obligation of the County to defend, indemnify, and hold harmless the Contractor, its affiliates, elected officials, officers, agents, and employees as described above shall continue until such time as a claim has been fully and finally resolved as evidenced by entry of a final judgment or order by a mediator, arbitrator or court of competent jurisdiction.

The Contractor agrees to defend, indemnify, and hold harmless the County, its affiliates, elected officials, officers, agents and employees from all regulatory complaints, , actions, lawsuits, damages, judgments and/or liabilities or costs including attorney fees

(hereinafter collectively "claims") suffered or incurred by the Contractor, its affiliates, elected officials, officers, agents and employees resulting in any way from the negligence, error, or omission of the Contractor, its affiliates, elected officials, officers, agents and employees. For purposes of the Contractor's obligation to defend, indemnify, and hold harmless the Contractor, its affiliates, elected officials, officers, agents and employees, a "claim" shall be broadly defined and construed to include, but not be limited to oral, written or electronic communications.

The initial determination of whether the Contractor is obligated to indemnify, defend and hold harmless the Contractor, its affiliates, elected officials, officers, agents and employees from claims suffered or incurred by the Contractor, its affiliates, officers, agents and/or employees resulting in any way from the negligence, error, or omission of the Contractor, its officers, agents and/or employees, shall be made at the sole discretion of the County. Such determination will be made based on the information contained within the claim. The Contractor shall acknowledge, in writing, its receipt of the County's tender of defense or indemnification no later than fifteen (15) days following receipt by sending a writing that includes such acknowledgement to County at 223 East 4th Street, Suite 11, Port Angeles, WA 98362, ATTN: Clallam County Prosecuting Attorney. Should the Parties disagree as to the other's obligation to indemnify, or as to the apportionment of fault between the Parties, the Parties' executive leadership shall meet and negotiate, in good faith, the resolution of any such disagreement. Should the Parties be unable to resolve the disagreement through negotiation, the Parties shall retain a mutually agreeable third-party mediator, who shall resolve the disagreement through mediation. The costs of all such mediation shall be borne equally by the Parties, and any mediation shall conclude within 90 days of initiation.

For all such matters described above under which the County, its affiliates, elected officials, officers, agents and employees are owed a defense and indemnification by the Contractor, the Parties shall select defense counsel based upon mutual agreement.

The obligation of the Contractor to defend, indemnify, and hold harmless the County, its affiliates, elected officials, officers, agents, and employees as described above shall continue until such time as a claim has been fully and finally resolved as evidenced by entry of a final judgment or order by a mediator, arbitrator or court of competent jurisdiction.

4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

**COUNTY OF CLALLAM,
WASHINGTON**

**CORRECTIONAL HEALTHCARE
COMPANIES, LLC**

By: _____

Name: Mark Ozias

Title: Chair

DocuSigned by:
By: Justin Searle
3F7F2B28E958489

Name: Justin Searle

Title: President, Local Government West Division

By: _____

Name: W.L. Benedict

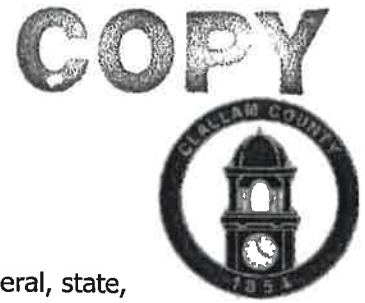
Title: Sheriff

Approved as to form only:

By: Bert D. Boughton

Name: Bert D. Boughton

Title: Deputy Prosecuting Attorney



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 10/26/22 Budget Hearing/Meeting Date: 11/29/22

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

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

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending fund Balance	76,023
Total				76,023

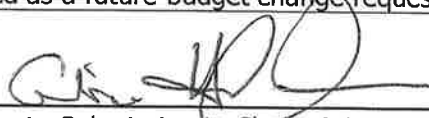
EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816	Sheriff's - Jail Medical	52360.41.0020	Professional Services	76,023
Total				76,023

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Amendment #11 to the Wellpath (formerly Correctional Healthcare Services) Agreement for Inmate Health Care Services was signed by the Board of County Commissioners on 03/22/22. When the budget action to increase the base annual costs was completed for Amendment #11 it was not noticed that the existing appropriated amount was not adequately funded in FY2022 budget thereby creating a current shortfall of \$22,968. The base monthly increased amount for FY2022 in Amendment #12 due to the nurse staffing crisis is an amount of \$53,055. Total increase is \$76,023. The additional passthrough costs from July – December due to temporary contracted staffing is currently being calculated by Wellpath and will be presented as a future budget change request.

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

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 10/26/22

Budget Hearing/Meeting Date: 11/29/22

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

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

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending fund Balance	76,023
Total				76,023

EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816	Sheriff's - Jail Medical	52360.41.0020	Professional Services	76,023
Total				76,023

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Amendment #11 to the Wellpath (formerly Correctional Healthcare Services) Agreement for Inmate Health Care Services was signed by the Board of County Commissioners on 03/22/22. When the budget action to increase the base annual costs was completed for Amendment #11 it was not noticed that the existing appropriated amount was not adequately funded in FY2022 budget thereby creating a current shortfall of \$22,968. The base monthly increased amount for FY2022 in Amendment #12 due to the nurse staffing crisis is an amount of \$53,055. Total increase is \$76,023. The additional passthrough costs from July – December due to temporary contracted staffing is currently being calculated by Wellpath and will be presented as a future budget change request.

County Official Approval: _____

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



6
10/31/22

AGENDA ITEM SUMMARY

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

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date:** October 31, 2022

REGULAR AGENDA ☒ **Meeting Date:** November 8, 2022

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

Item summary:

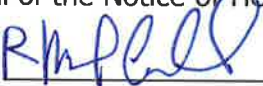
- | | | |
|--|--|--------------------------------------|
| ☒ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☒ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The Parks, Fair & Facilities Department will brief the Board of Commissioners on proposed Parks Department fee changes and request a Call for Hearing to be held on November 22, 2022.

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: Requesting approval of the Notice of Hearing

County Official signature & print name:  R Donald Crawford, Director

Name of Employee/Stakeholder attending meeting: R Donald Crawford

Relevant Departments: Parks, Fair & Facilities

Date submitted: October 19, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - PARK Fee Schedule 205-A 11.2022
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PUBLIC HEARING

Proposed Clallam County Ordinance
Amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule –
Parks Department Fee Schedule 205-A

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, November 22, 2022 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Ordinance listed above. The proposed Ordinance is available on the County website:
<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4,
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Parks Department Fee Schedule 205-A

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

Ordinance amending Chapter 5.100 Consolidated Fee Schedule – Parks Department Fee Schedule 205-A

Publish: November 11, 2022
Bill: Parks, Fair & Facilities

Loni Gores, CMC, Clerk of the Board

Ordinance ____

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –
Parks Department Fee Schedule 205-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Section 5.100.205, Fees for Parks Department Fee Schedule 205-A is amended to read as follow:

See attached Parks Department Fee Schedule 205-A

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores
CMC, Clerk of the Board

Bill Peach

PARKS DEPARTMENT FEE SCHEDULE 205-A
EFFECTIVE ~~2019~~2023

OVERNIGHT CAMPING	FEE	REFERENCE
Dungeness and Salt Creek Non- ~~hookup-utility~~ sites County residents Non-county residents ~~Hookup-Utility~~ sites County residents Non-county residents Hiker/Biker sites (designated) Second vehicle fee Reservation fee	~~\$2225~~ per campsite ~~\$2630~~ per campsite ~~\$2830~~ per campsite ~~\$3335~~ per campsite ~~\$710~~ per person \$5 per vehicle \$10 per reservation	
Dungeness Group Area ¹ ~~Nonprofit Youth Organization~~ ~~Nonrefundable reservation fee~~ ~~Per person fee for over 10~~ ~~Other Groups~~ ~~Nonrefundable reservation fee~~ ~~Per person fee~~ ~~Group of 15~~ ~~Group of 16-50~~ ~~Non-refundable reservation fee~~	~~\$30 per night~~ ~~\$4 per night~~ ~~\$50 per night~~ ~~\$5 per night~~ ~~\$125 per night~~ ~~\$125 + \$5 per each person over 15~~ ~~\$10 per reservation~~	
Pillar Point – off season September 15 through April 15 in lower parking lot only	\$50 per season	
Camp David Jr. (groups of 1-100) ² ~~Full Camp Exclusive (groups requesting exclusive use of all facilities)~~ ~~Organized Youth Groups~~ ~~Organized Adult Groups~~ ~~Individual/Family/Friends Groups~~ ~~Cabins 1, 2, 3, 7, 8, and 9 (ea)~~ ~~County resident youth~~ ~~County resident/non-county youth~~ ~~Non-county adult~~	 ~~\$550 per night plus \$1 per person per night~~ ~~\$550 per night plus \$2 per person per night~~ ~~\$700 per night plus \$200 per night Lodge fee plus \$3 per person per night~~ ~~\$47 per night~~ ~~\$62 per night~~ ~~\$72 per night~~	<u>3-night minimum rental</u>

PARKS DEPARTMENT FEE SCHEDULE 205-A
EFFECTIVE 20192023

<u>Camp David Jr.</u> <u>Upper Camp (9 cabins and Lodge)</u> <u>Peak Season²</u> <u>Organized Youth Groups</u> <u>Organized Adult Groups</u> <u>Individual/Family/Friends Groups</u> <u>Cabins 4 and 6 (ea)</u> <u>County resident—youth</u> <u>County resident/non-county youth</u> <u>Non-county adult</u>	<u>\$495 per night plus \$1</u> <u>per person per night</u> <u>\$585 per night plus \$200</u> <u>per night Lodge fee plus</u> <u>\$2 per person per night</u> <u>\$630 per night plus \$200</u> <u>per night Lodge fee plus</u> <u>\$3 per person per night</u> <u>\$42 per night</u> <u>\$57 per night</u> <u>\$67 per night</u>	<u>Minimum rental is 9</u> <u>cabins plus Lodge for</u> <u>3 nights</u>
<u>Upper Camp</u> <u>4 or more cabins and Lodge</u> <u>Shoulder Seasons³</u> <u>Organized Youth Groups</u> <u>Organized Adult Groups</u> <u>Individual/Family/Friends Groups</u> <u>Staff Duplex 11</u> <u>County resident—youth</u> <u>County resident/non-county youth</u> <u>Non-county adult</u>	<u>\$55 per cabin per night</u> <u>plus \$1 per person per</u> <u>night</u> <u>\$65 per cabin per night</u> <u>plus \$200 per night</u> <u>Lodge fee plus \$2 per</u> <u>person per night</u> <u>\$70 per cabin per night</u> <u>plus \$200 per night</u> <u>Lodge fee plus \$3 per</u> <u>person per night</u> <u>\$57 per night</u> <u>\$72 per night</u> <u>\$82 per night</u>	<u>Minimum rental is 4</u> <u>cabins plus Lodge for</u> <u>3 nights</u>

PARKS DEPARTMENT FEE SCHEDULE 205-A
EFFECTIVE ~~2019~~2023

<u>Beach Cabin Package</u> <u>Beach Cabin and Wohelo Log Cabin</u> <u>Organized Youth Groups</u> <u>Organized Adult Groups</u> <u>Individual/Family/Friends Groups</u> <u>— Beach Cabin 13</u> <u>— County resident — youth</u> <u>— County resident/non-county youth</u> <u>— Non-county adult</u>	<u>\$130 per night plus \$1 per person per night</u> <u>\$200 per night plus \$2 per person per night</u> <u>\$200 per night plus \$3 per person per night</u> <u>\$62 per night</u> <u>\$82 per night</u> <u>\$97 per night</u>	<u>3-night minimum rental</u>
<u>Lodge Fee (Nightly)</u> <u>Organized Youth Groups</u> <u>Organized Adult Groups</u> <u>Individual/Family/Friends Groups</u> <u>Full camp (groups requesting exclusive use of all facilities)</u> <u>County resident — youth</u> <u>County resident/non-county youth</u> <u>Non-county adult</u>	<u>\$0</u> <u>\$200 per night</u> <u>\$200 per night</u> <u>\$485 per night</u> <u>\$640 per night</u> <u>\$745 per night</u>	
<u>Thanksgiving Week</u> <u>Full Camp Exclusive Use</u> <u>Upper Camp</u> <u>Beach Cabin Package</u> <u>— Lodge Fee (Nightly)</u> <u>— County resident group — adult</u> <u>— Non-county resident group — adult</u>	<u>\$3,000 plus \$2 per person per night</u> <u>\$2,500 plus \$2 per person per night</u> <u>\$1,500 plus \$2 per person per night</u> <u>\$100 per night</u> <u>\$150 per night</u>	<u>4-night rental</u> <u>Wednesday through</u> <u>Sunday only</u>

PARKS DEPARTMENT FEE SCHEDULE 205-A
EFFECTIVE 20192023

<u>Christmas Week</u>		
<u>Full Camp Exclusive Use</u>	<u>\$3,000 plus \$2 per person per night</u>	<u>4-night rental</u> <u>December 23 through</u> <u>December 27 only</u>
<u>Upper Camp</u>	<u>\$2,500 plus \$2 per person per night</u>	
<u>Beach Cabin Package</u>	<u>\$1,500 plus \$2 per person per night</u>	
<u>New Year's Week</u>		
<u>Full Camp Exclusive Use</u>	<u>\$3,000 plus \$2 per person per night</u>	<u>4-night rental</u> <u>December 29 through</u> <u>January 2 only</u>
<u>Upper Camp</u>	<u>\$2,500 plus \$2 per person per night</u>	
<u>Beach Cabin Package</u>	<u>\$1,500 plus \$2 per person per night</u>	
OVERNIGHT CAMPING	FEE	REFERENCE
— <u>Cots for additional capacity (ea)</u>		
— <u>County resident—youth</u>	<u>\$4 per night</u>	
— <u>County resident/non-county youth</u>	<u>\$5 per night</u>	
— <u>Non-county—adult</u>	<u>\$7 per night</u>	
— <u>Beach Cabin 13 (Monday-Thursday)</u>		
— <u>County resident</u>	<u>\$102 per night</u>	
— <u>Non-county resident</u>	<u>\$127 per night</u>	
— <u>Beach Cabin 13 (Friday-Sunday)</u>		
— <u>County resident</u>	<u>\$127 per night</u>	
— <u>Non-county resident</u>	<u>\$162 per night</u>	
DAY USE	FEE	REFERENCE
<u>Camp David Jr.</u>		
— <u>Log cabin</u>	<u>\$30 per day</u>	
— <u>Main Lodge</u>		
— <u>County resident</u>	<u>\$175 per day</u>	
— <u>Non-county resident</u>	<u>\$250 per day</u>	

PARKS DEPARTMENT FEE SCHEDULE 205-A
EFFECTIVE ~~2019~~2023

Salt Creek Picnic Shelter ⁴		
Full service use - <u>Full Day</u> <u>Only (exclusive use with all amenities)</u>	<u>\$80 per day</u>	
— Full day (opening until dusk)	\$80	
— Half day (opening until 2 p.m.)	\$45	
— Half day (3 p.m. until dusk)	\$45	
— Users over 100	\$1 each	
No amenities		
— Full day (opening until dusk)	\$40	
— Half day (opening until 2 p.m.)	\$20	
— Half day (3 p.m. until dusk)	\$20	
Dungeness Picnic Shelter (Group Camp)		
Full day (opening until dusk)	~~\$40~~ <u>\$50 per day</u>	
Half day (opening until 2 p.m.)	~~\$20~~ <u>\$25 per half day</u>	
Half day (3 p.m. until dusk)	~~\$20~~ <u>\$25 per half day</u>	
MISCELLANEOUS	FEE	REFERENCE
Camp David Jr. reservation fee	\$10 per reservation	
<u>Cots for additional capacity (ea.)</u>	<u>\$5 per night</u>	
Camp David Jr. policy manual		
First copy	\$0	
Additional copies	~~\$23~~ each	
Firewood		
Camp David Jr., Dungeness, and Salt Creek ⁵	<u>\$30 per load</u> variable	
Showers – Dungeness and Salt Creek ⁵	variable	
Dump station		
Registered camper	\$0	
Drop in	\$10 per use	
Special occasion permits ⁶		
Commercial event	\$200	
Private and non-profit group event	\$120	
Other event at Director's discretion	To be determined	

¹ Group must consist of at least 15 but not more than 50 people; groups above this limit must apply for a special occasion permit.

² Peak Season is defined as the Friday before Memorial Day through Labor Day Monday

² Includes use of the main kitchen, dining hall, and lodge when at least four cabins other than the beach cabin are rented; an additional \$3 per cabin per day shall be charged October 1 through April 30. Fees are based on the facilities used with minimum charges based on rated capacities.

³ An additional \$3 per cabin per day shall be charged October 1 through April 30.

³ Shoulder Seasons are defined as April 1 through the Thursday before Memorial Day and the Tuesday after Labor Day through October 31.

- 4 Full-service includes exclusive use of picnic shelter and all amenities, for up to 100 users. No charge use is not exclusive ~~use, and~~ use and does not include use of cook top or sinks.
- 5 Fees shall be set by the Parks, Fair, and Facilities Department Director.
- 6 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.

DRAFT



AGENDA ITEM SUMMARY

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

7
10/31/22

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date:** 10.31.2022

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☐

Will be provided on:

Item Summary:

- ☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☒ Other: Slip Point Conveyance Update

Documents exempt from public disclosure are attached: ☐

Executive summary:

Recommendation from Congressman Kilmer's office to pursue a conveyance that requires the United States Coast Guard to complete hazardous material abatements prior to receipt by 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?** ☐

N/A

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

No Action

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Road
Department and Parks, Fair and Facilities Department

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities

Date submitted: 10-25-22

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Summary 10.22 Slip Point Lighthouse Keepers Residence Conveyance

** 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

Crawford, Donald

From: Donovan, Ben <Ben.Donovan@mail.house.gov>
Sent: Thursday, October 20, 2022 1:05 PM
To: Crawford, Donald; Schanne, Haley
Cc: Roper, Andrea
Subject: RE: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Don,

Thanks for taking the time to chat with us earlier today. Per our discussion wanted to lay out the plan moving forward.

Our office will proceed with trying to include language in the Fiscal Year 2023 budget encouraging the Coast Guard to prioritize funding to remediate the Slip Point Light House facility with the intention of conveying that property to Clallam County. As we discussed the budget for this fiscal year is almost finished so we think the likelihood of us getting this included is unfortunately not high.

If we can't get this language in for this fiscal year, we will target including similar language in the budget for next year (Fiscal Year 2024). We think it likely we can get this included and it will strongly direct (although not mandate) that the Coast Guard prioritize funding for this project. This may take some time but it is likely a safer option.

As we discussed, the group agreed that pursuing conveyance without remediation carried several risks including potential unexpected remediation costs (which would need to be covered by Clallam County) and uncertain availability of federal grant funds.

We will continue to keep you in the loop as this process moves forward and remain committed to getting this conveyance and remediation over the finish line!

Best,
Andrea, Haley and Ben

From: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>
Sent: Thursday, October 20, 2022 1:33 PM
To: Schanne, Haley <Haley.Schanne@mail.house.gov>
Cc: Roper, Andrea <Andrea.Roper@mail.house.gov>; Donovan, Ben <Ben.Donovan@mail.house.gov>
Subject: Re: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Haley,

When is a good time for you? I am available anytime if you don't mind providing me with a link.

Don.

Sent from my iPhone

On Oct 19, 2022, at 3:29 PM, Schanne, Haley <Haley.Schanne@mail.house.gov> wrote:

Hi Don!

No problem at all! I'm available after 11am tomorrow, and my District Director Andrea is free on Friday. Just let me know what works well for you and we can chat!

Best,
Haley

HALEY SCHANNE
District Representative
Pronouns: She/her
Office of Representative Derek Kilmer (WA-6)
O: (360) 797-3623



[Click here to sign up for updates from Derek](#)

From: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>
Sent: Tuesday, October 18, 2022 1:44 PM
To: Schanne, Haley <Haley.Schanne@mail.house.gov>
Subject: FW: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Please pardon my mistake. I did respond to your email yesterday BUT, I neglected to add you to the email recipients (see the email thread below). That is certainly a new mistake for me, UGH.

I can organize a call later this week if that is convenient for you.

Don

From: Crawford, Donald
Sent: Monday, October 17, 2022 2:20 PM
To: Benedict, Bill <bill.benedict@clallamcountywa.gov>; Peach, Bill <bill.peach@clallamcountywa.gov>; Gores, Loni <loni.gores@clallamcountywa.gov>; Reyes, Tom <tom.reyes@clallamcountywa.gov>
Cc: King, Brian <brian.king@clallamcountywa.gov>; McFarlen, Rick <rick.mcfarlen@clallamcountywa.gov>
Subject: FW: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Haley,

Thank you for your efforts and timely response.

I am available tomorrow afternoon (Tuesday, October 18th) after 2 pm pacific. Once you confirm, I'll work on getting our stakeholders scheduled.

Kindest Regards,

R.Donald Crawford, CGM
Director

Clallam County
Parks, Fair, & Facilities Department
223 East Fourth Street, Suite 7
Port Angeles, WA 98362-3000
360.797.8283 cell



From: Schanne, Haley <Haley.Schanne@mail.house.gov>
Sent: Monday, October 17, 2022 12:35 PM
To: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>
Cc: Roper, Andrea <Andrea.Roper@mail.house.gov>; Donovan, Ben <Ben.Donovan@mail.house.gov>
Subject: RE: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Hi Don,

Wanted to share some updates. We've dug in and have been advised on two different options for Slip Point. See below for the report from our colleagues at CRS. We'd like to discuss this with you sometime early this week. Let me know your availability and we'll get something set up!

Best,
Haley

"As you requested, I am following up with you to outline the authority for this conveyance in Section 349 of the Maritime Transportation Security Act of 2002 ([P.L. 107-295](#)) and additional requirements of [Section 120\(h\) of CERCLA](#) that authorize the criteria for the transfer of contaminated federal property out of federal ownership that would apply to this conveyance.

Based on our conversation, my understanding from you is that the U.S. Coast Guard has not completed the remediation of this property under CERCLA to carry out the conveyance, due to funding limitations and not necessarily because of technical engineering challenges in performing the remediation that would present additional issues.

Section 349 of the Maritime Transportation Security Act of 2002 ([P.L. 107-295](#)) authorized the conveyance of the Slip Point Light Station to Clallam County "without payment of consideration" for the property, but excluded "any historical artifact, including any lens or lantern, located on the property at or before the time of the conveyance" or "any interest in submerged land."

Section 349 of [P.L. 107-295](#) limited the use of the Slip Point Light Station by Clallam County for public educational, park, recreational, cultural, historic preservation, or other similar purposes. In Section 349, Congress also:

1. specified certain other terms and conditions to execute the conveyance,
2. authorized the U.S. Coast Guard to specify additional terms and conditions that the Secretary of Homeland Security considers appropriate, and

3. authorized reversion of ownership of the property to the United States government, if Clallam County does not adhere to all of the terms and conditions of the conveyance once it is executed.

Section 349 also did not waive the federal property transfer requirements of [Section 120\(h\) of CERCLA](#) that apply to contamination from the release of hazardous substances into the environment that occurred on the property while in federal ownership, for which the United States government generally would be liable under [Section 107 of CERCLA](#).

[Section 120\(h\) of CERCLA](#) generally requires that the federal department or agency with jurisdiction of a federal facility contaminated with hazardous substances to remediate the contamination prior to transfer out of federal ownership, in a manner that would be protective of human health and the environment under CERCLA relative to the reasonably anticipated future land uses of the property.

For the conveyance of the Slip Point Light Station under Section 349 of [P.L. 107-295](#), environmental remediation generally would be required under CERCLA to a level that would make the property suitable for the land uses specified in the conveyance authority referenced above.

This general requirement for the federal department or agency with jurisdiction to complete the remediation prior to transfer is intended to prevent the reuse of contaminated federal property in a manner that would present potentially harmful levels of exposure, and to ensure that the United States government does not shift some of its liability under [Section 107 of CERCLA](#) to the recipient of the property who did not cause the contamination.

If a contaminated federal property were transferred prior to remediation, the recipient of the property could share liability with the United States government, as liability under CERCLA generally applies to former and current site owners and operators.

In [Section 120\(h\)\(3\)\(C\) of CERCLA](#), Congress authorized an exception to allow the transfer of a contaminated federal property out of federal ownership before the remediation is complete, if the recipient of the property voluntarily agrees to accept financial responsibility for the remediation and provides assurances that the remediation will be performed in accordance with the requirements of CERCLA. This type of transfer under CERCLA often is referred to as an “early transfer.”

The use of this early transfer authority under CERCLA is subject to the concurrence of the Governor of the state where the federal property is located, and to the concurrence of the U.S. Environmental Protection Agency (EPA) at federal facilities on the [Superfund National Priorities List \(NPL\)](#). The U.S. Coast Guard Slip Point Light Station in the State of Washington is not on the NPL.

The use of CERCLA early transfer authority for the conveyance of the Slip Point Light Station to Clallam County under Section 349 of [P.L. 107-295](#) therefore would be subject to the concurrence of the Governor of the State of Washington, but not the U.S. EPA. Clallam County also would be required to provide assurances that a level of remediation will be performed that would be protective for the land uses authorized in Section 349 of [P.L. 107-295](#), as well as satisfying any other terms and conditions specified for the conveyance.

The U.S. EPA has issued guidance for its concurrence on CERCLA early transfers for contaminated property at federal facilities on the NPL. See [EPA Guidance on the Transfer of Federal Property by Deed Before All Necessary Remedial Action Has Been Taken Pursuant to CERCLA Section 120\(h\)\(3\) -- \(Early Transfer Authority Guidance\)](#) on the U.S. EPA website. Governors of states may face similar considerations for concurrence on the use of CERCLA early transfer authority at federal properties located within their respective states.

As we discussed, recipients of contaminated federal property under CERCLA early transfer authority also may face considerations in accepting responsibility for remediation if it proves more challenging or more costly than initially estimated at the time of conveyance.

I hope that explanation is helpful to follow up our discussion. For additional information, see the discussions of [Financial Liability](#) and [Transfer of Contaminated Federal Property](#) in CRS Report R41039, [Comprehensive Environmental Response, Compensation, and Liability Act: A Summary of Superfund Cleanup Authorities and Related Provisions of the Act](#).

For a brief primer on the scope of CERCLA liability, also see CRS In Focus 11790, [Liability Under the Comprehensive Environmental Response, Compensation, and Liability Act \(CERCLA\)](#), by my colleague Kate Bowers.”

HALEY SCHANNE

District Representative

Pronouns: She/her

Office of Representative Derek Kilmer (WA-6)

O: (360) 797-3623



[Click here to sign up for updates from Derek](#)

From: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>

Sent: Monday, October 3, 2022 2:36 PM

To: Schanne, Haley <Haley.Schanne@mail.house.gov>

Cc: Peach, Bill <bill.peach@clallamcountywa.gov>; Gores, Loni <loni.gores@clallamcountywa.gov>;

Benedict, Bill <bill.benedict@clallamcountywa.gov>; King, Brian <brian.king@clallamcountywa.gov>;

McFarlen, Rick <rick.mcfarlen@clallamcountywa.gov>; Reyes, Tom <tom.reyes@clallamcountywa.gov>;

Roper, Andrea <Andrea.Roper@mail.house.gov>

Subject: RE: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Thank you for the update!

R.Donald Crawford, CGM

Director

Clallam County

Parks, Fair, & Facilities Department

223 East Fourth Street, Suite 7

Port Angeles, WA 98362-3000

360.797.8283 cell



From: Schanne, Haley <Haley.Schanne@mail.house.gov>
Sent: Monday, October 3, 2022 2:31 PM
To: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>
Cc: Peach, Bill <bill.peach@clallamcountywa.gov>; Gores, Loni <loni.gores@clallamcountywa.gov>; Benedict, Bill <bill.benedict@clallamcountywa.gov>; King, Brian <brian.king@clallamcountywa.gov>; McFarlen, Rick <rick.mcfarlen@clallamcountywa.gov>; Reyes, Tom <tom.reyes@clallamcountywa.gov>; Roper, Andrea <Andrea.Roper@mail.house.gov>
Subject: RE: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Hi Don,

I wanted to reach out with some updates about Slip Point.

We heard back from the Coast Guard, who have confirmed they are obligated by law to remediate the property before conveying it to the County. Our office is now exploring the option for a waiver, as well as reaching out to committee to see what advice they have on next steps to help expedite the conveyance.

As we learn more in the coming weeks, I'll be sure to continue to keep you updated! Please let me know if you have any questions, or if anything new comes up.

Best,
Haley

HALEY SCHANNE
District Representative
Pronouns: She/her
Office of Representative Derek Kilmer (WA-6)
O: (360) 797-3623



[Click here to sign up for updates from Derek](#)

From: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>
Sent: Friday, September 30, 2022 9:19 AM
To: Schanne, Haley <Haley.Schanne@mail.house.gov>
Cc: Peach, Bill <bill.peach@clallamcountywa.gov>; Gores, Loni <loni.gores@clallamcountywa.gov>; Benedict, Bill <bill.benedict@clallamcountywa.gov>; King, Brian <brian.king@clallamcountywa.gov>; McFarlen, Rick <rick.mcfarlen@clallamcountywa.gov>; Reyes, Tom <tom.reyes@clallamcountywa.gov>
Subject: RE: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Clallam County Appreciates Representative Kilmer's office for the vital assistance with this project!

Kindest Regards!

R.Donald Crawford, CGM
Director
Clallam County
Parks, Fair, & Facilities Department

223 East Fourth Street, Suite 7
Port Angeles, WA 98362-3000
360.797.8283 cell



From: Schanne, Haley <Haley.Schanne@mail.house.gov>
Sent: Friday, September 30, 2022 9:16 AM
To: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>
Cc: Peach, Bill <bill.peach@clallamcountywa.gov>; Gores, Loni <loni.gores@clallamcountywa.gov>; Benedict, Bill <bill.benedict@clallamcountywa.gov>; King, Brian <brian.king@clallamcountywa.gov>; McFarlen, Rick <rick.mcfarlen@clallamcountywa.gov>; Reyes, Tom <tom.reyes@clallamcountywa.gov>
Subject: RE: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Hi Don,

Thanks so much for checking in!

We've made contact with USCG legal counsel and it is currently going through their process to determine whether the remediation is legally required before conveyance or not. We imagine this process, because it is an official legal opinion, may take a few weeks. I'm regularly in touch with our legislative team on this, and currently have a meeting scheduled for next week to receive additional updates. I'll be sure to let you know what I learn.

Best,
Haley

HALEY SCHANNE
District Representative
Pronouns: She/her
Office of Representative Derek Kilmer (WA-6)
O: (360) 797-3623



[Click here to sign up for updates from Derek](#)

From: Crawford, Donald <Donald.Crawford@clallamcountywa.gov>
Sent: Thursday, September 29, 2022 4:20 PM
To: Schanne, Haley <Haley.Schanne@mail.house.gov>
Cc: Peach, Bill <bill.peach@clallamcountywa.gov>; Gores, Loni <loni.gores@clallamcountywa.gov>; Benedict, Bill <bill.benedict@clallamcountywa.gov>; King, Brian <brian.king@clallamcountywa.gov>; McFarlen, Rick <rick.mcfarlen@clallamcountywa.gov>; Reyes, Tom <tom.reyes@clallamcountywa.gov>
Subject: Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence

Haley,

I hope this finds you healthy and prosperous. I am following up on our September 13th, 2022, discussion regarding the conveyance of the Clallam Bay USCG "Slip Point" Lighthouse Keepers Residence to Clallam County. I understand it has only been a few weeks. I am hopeful that you might have an update on any progress made on our project.

Kindest Regards,

R.Donald Crawford, CGM

Director

Clallam County

Parks, Fair, & Facilities Department

223 East Fourth Street, Suite 7

Port Angeles, WA 98362-3000

360.797.8283 cell





AGENDA ITEM SUMMARY

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

g
10/31/22

Department: Public Works/Roads Dept.

WORK SESSION ☒ **Meeting Date: October 31, 2022**

REGULAR AGENDA ☒ **Meeting Date: November 08, 2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Board has scheduled a public hearing on November 8, 2022 on the Clallam County Six-Year (2023-2028) Transportation Improvement Program (TIP). The Six-Year TIP is updated annually pursuant to RCW 36.81.121. The Six-Year TIP identifies current and planned transportation improvement projects under the provision of adequate funding over the next six years for roads (e.g., new construction, reconstruction, widening, resurfacing, etc...), bridges, non-motorized trails (e.g., Olympic Discovery Trail) and other improvements (e.g., culvert replacements) related to Clallam County managed transportation facilities. The Six Year TIP does not include general maintenance activities or the County's annual chip seal surface improvements on the County's transportation system that is a significant part of the Department annual operations and budget.

The Six-Year TIP serves as the basis for preparing and adopting the County's Annual Construction Program for transportation improvements. Advancing projects into design, right-of-way acquisition, and construction are based on the TIP thru the annual County budgeting process.

The Department introduced the recommended Six-Year (2023-2028) TIP to the Board on October 3, 2022 and the Clallam County Planning Commission (PC) on October 5, 2022. The PC held a public hearing on the Six-Year (2023-2028) TIP on October 19, 2022 and took action by a vote of 6-1 to recommend approval to the Board. The PC further recommended that: a) the 21-mile Hoko-Ozette Road Project (TIP #U10) be looked at in next-year's TIP update as sections and phases; and b) the County explore American Recovery Act 605 funding for the current unfunded Mary Clark Road Project (TIP #U13).

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?** ☐

Clallam County transportation improvement projects are based on the adopted Six-Year TIP. Pursuant to RCW 36.81.121 and WAC 136-16-018, Clallam County must adopt both an updated Six-Year TIP for the ensuing six calendar years (i.e., 2023-2028) and an updated Annual Construction Program for

* 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)

BOCC_Agenda_TIP(10-31-22 mtg)

Revised: 3-04-2019

the ensuing year (i.e., 2023) ***prior to*** adopting the Clallam County 2023 Budget. The 2023 Annual Construction Program is based on the first year (2023) of the adopted Six-Year (2023-2028) TIP.

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

Following the public hearing, the Board needs to take action to approve the Six-Year (2023-2028) TIP by Resolution. The Six-Year TIP must be adopted prior to adopting the Clallam County 2023 Budget. A draft resolution and the recommended Six-Year (2023-2028) TIP that is the subject of the November 8, 2022 public hearing are attached.

County Official signature & print name:

 , Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works/Road Department

Date submitted: October 26, 2022

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

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



CR RESOLUTION _____, 2022

ADOPTING THE SIX-YEAR (2023-2028) TRANSPORTATION IMPROVEMENT PROGRAM

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 36.81.121 and WAC 136-15-010 requires the Board of County Commissioners to annually adopt a Six-Year Transportation Improvement Program (TIP).
2. The Six-Year TIP projects consider many potential factors such as traffic volumes, roadway conditions, geometrics, safety and accident history, bridge inspection report, local significance, and available funding.
3. The Engineer's Bridge Inspection Report and priority array were available and consulted as part of the preparation of the Six-Year (2023-2028) TIP in accordance with WAC 136-14 and WAC 136-20.
4. The Board held a work session on the recommended Six-Year (2023-2028) TIP on October 3, 2022.
5. The Clallam County Planning Commission held a public meeting on the recommended Six-Year (2023-2028) TIP on October 5, 2022.
6. Clallam County prepared an environmental checklist on October 26, 2021 and issued a determination of non-significance (DNS) for the current Six-Year (2022-2027) TIP to meet environmental review requirements under the State Environmental Review Act (SEPA). Per WAC 197-11-600, Clallam County incorporates the 2021 DNS and associated environmental checklist by reference to meet environmental review requirements under SEPA for the Six-Year (2023-2028) TIP.
7. The Clallam County Planning Commission held a public hearing on the Six-Year (2023-2028) TIP on October 19, 2022 and took action by a vote of 6-1 to recommended approval. The Planning Commission further recommended that: a) the 21-mile Hoko-Ozette Road Project (TIP #U10) be looked at in next-year's TIP update as sections and phases; and b) the County explore American Recovery Act 605 funding for the current unfunded Mary Clark Road Project (TIP #U13).
8. Pursuant to RCW 36.81.121, a public hearing before the Board is required to be held so all taxpayers have a chance to comment on the proposed program.

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

1. The Board held a public hearing on November 8, 2022 on the Six-Year (2023-2028) TIP.
2. That the attached Six-Year TIP is hereby adopted for the period from 2023 through 2028.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

DRAFT (09-28-2022)

SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2023 TO 2028



Clallam County Public Works/Roads Department
223 E. Fourth Street, Suite 6
Port Angeles, WA 98362-3000
roads@co.clallam.wa.us

Clallam County Six-Year (2023-2028) Transportation Improvement Program (TIP)

Guide to Codes and Acronyms

Road Functional Class

06=Rural Minor Arterial	16=Urban Minor Arterial
07=Rural Major Collector	17=Urban Collector Arterial
08=Rural Minor Collector	18=Urban Minor Collector
09=Rural Local Access	19=Urban Local Access
00=No functional classification (e.g., trails)	

Improvement Types

01=New construction	08=New Bridge Construction
02=Relocation Project	09=Bridge or Culvert Replacement
03=Reconstruction	10=Bridge Rehabilitation
04=Major Widening	11=Minor Bridge Rehabilitation
05=Minor Widening	12=Safety/Traffic Operation
06=Other Enhancements	23=Transit
07=Resurfacing	32=Non-Motor Vehicle Project (e.g., trail)

Project Phase

PE = Preliminary Engineering
RW = Right-of Way
CN = Construction

Funding Status

C = Completed Phase in prior year(s).
S = Secured (funded)
S/P = Secured partial funding or application for funding pending.
P/U = Planned (Unfunded).

Federal Fund Codes

FEMA=Federal Emergency Management Agency Hazard Mitigation Program
FLAP=Federal Lands Access Program
HSIP=Highway Safety Improvement Program
STBG=Surface Transportation Block Program
STP(BR)=Surface Transportation Program (Bridge)
TA=Transportation Alternatives
NHSAM=National Highway System Asset Management Program
USFWS=U.S. Fish & Wildlife Service
NOAA=Natl. Oceanic & Atmospheric Administration Fish Barrier Grant

State Fund Codes

CAPP=County Arterial Preservation Program
RAP=Rural Arterial Program
UATA=Urban Arterial Trust Account
RCO=Recreation Conservation Office
RCO-FBRB = RCO Fish Barrier Removal Board
RCO-SRFB = RCO Salmon Recovery Funding Board
RCO-WCRRRI = RCO WA. Coast Restoration & Resiliency Initiative

Other Fund Codes (local funding)

PRVT=Private Donation
LEKT = Lower Elwha Klallam Tribe
JSKT=Jamestown S' Klallam Tribe Tribal Transportation Funding
CCLTG=Clallam County Lodging Tax Grant
REET=Clallam County Real Estate Excise Tax Funds

Local Funds By Phase Explanation

Local funding comes primarily from the property tax road levy and the County's share of the state Motor Vehicle Fuel Tax. Other potential funding may include Real Estate Excise Tax and other County funding.

CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2023 - 2028

Hearing Date: _____
Adoption Date: _____
Resolution No.: _____

TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D.Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS												EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						Total	2023	2024	2025	2026 to 2028		
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase								
ROAD CAPITAL CONSTRUCTION PROJECTS																				
1	Black Diamond Road (31030) [698-1507] MP 2.66 to MP 3.40 Shoulder widening, improve recoverable slopes, and potential separated bike and pedestrian path. HSIP = \$268,000. Target to apply for additional HSIP grant funding needed for construction.	8	5	0.74	PE	S	2015	HSIP	18			20	38	20						
					RW	S	2023				50	50	50							
					CN	S/P	2024		250		490	740		740						
					Totals							268		0	560	828	70	740	0	0
2	Carlsborg Road (94270) [698-1902] MP 1.01 to 1.76 Resurface, restore and shoulder widening. RAP = \$472,500; REET \$375,000 (estimate)	7	3	0.75	PE	S	2019			RAP & REET	27	3	30	20						
					RW	S	2022				50	50	50							
					CN	S	2023				820		820	820						
					Totals							0	847	53	900	890	0	0	0	
3	Dry Creek Road (31870) [698-1601] MP 0.00 to MP 0.68 Rehabilitate, resurface, restore, widen, and partial realignment between US 101 and Edgewood Drive. Construction anticipated to be completed in 2022. RAP= \$1,035,000; LEKT=\$125,000	7	3	0.68	PE	C	2018			RAP & LEKT	218	24	242							
					RW	C	2020				154	17	171							
					CN	S	2020				663	730	1,393	10						
					Totals							0	1,035	771	1,806	10	0	0	0	
4	Dungeness Natl. Wildlife Refuge(DNWR) Access Improvements (45350, 45890, 94170) [698-2001] Relocate part of the Voice of America Rd. away from bluff; realign the Kitchen-Dick Rd and Lotzgesell Rd. curve; add dedicated left-turn lane into the County Park and DNWR entrance; and widening. FLAP = \$1,729,438	7	2	1.44	PE	S	2022	FLAP	166			26	192	132						
					RW	C						0								
					CN	S	2023		1,563		244	1,807		1,807						
					Totals							1,729		0	270	1,999	132	1,807	0	0
5	Health Road (45850) [698-1910] MP 0.00 to MP 1.50 Shoulder widening	9	5	1.5	PE	S	2023					15	15	15						
					RW	S	2023					15	15	15						
					CN	S	2024					65	65	65						
					Totals							0		0	95	95	30	65	0	0
6	Hoko-Ozette Road (#91460) M.P. 19.5. Relocate road segment (~ 400 feet or less) away from slide area, reconstruct and resurface. May need 40 to to 50-feet of additional right-of-way.	7	2	0.08	PE	S	2022					10	10	5	5					
					RW	S	2022					10	10	5	5					
					CN	S/P	2023					150	150		150					
					Totals							0		0	170	170	10	160	0	0
7	Kitchen-Dick Rd. (94170) & Old Olympic Hwy (94120) Roundabout Preliminary concept design and public process for potential roundabout traffic flow intersection improvement and state / federal (e.g., HSIP) future road safety grant application.	7	3	0.2	PE	S	2023					40	40	20	20					
					RW							0								
					CN							0								
					Totals							0		0	40	40	20	20	0	0
8	Joyce Piedmont Road (92210) [SCP-21001] MP 0.0 to 4.3 Reconstruction, realignment, widening, resurfacing and safety improvements. Project delivered by Western Federal Lands Highway Division . FLAP = 6,487,000 (Use State Toll Credits for Match)	7	2	4.3	PE	S	2019	FLAP	564	State Toll Credits		30	594	5	5	5	15			
					RW	S	2024				90	90		90						
					CN	S	2024		5,923		923		6,846							
					Totals							6,487		923	120	7,530	5	95	5	15
9	Sequim-Dungeness Way (95250) & Woodcock Rd. (52500) Roundabout [698-1803] MP 2.42 to MP 2.62 Roundabout safety & traffic flow intersection improvement. Construction completed and open in 2022. Potential minor improvements in 2023. HSIP=\$788,206; STBG=\$350,000	17	3	0.2	PE	C	2020	HSIP STBG	45			45	90							
					RW	C	2021					23	23							
					CN	S	2021		1,138		55	1,193	10							
					Totals							1,183		0	123	1,306	10	0	0	0

CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2023 - 2028

Hearing Date: _____
Adoption Date: _____
Resolution No.: _____

TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D:Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS													
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]				
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028	
10	South Airport Road (93230) MP 0.00 to MP 0.682 Pre-level and overlay and section of grind and overlay. Cooperative project with the City of Port Angeles. NHSAM = \$1,038,280	16	7	0.68	PE	S	2022		20				20	10				
					RW			NHSAM					0					
					CN	S	2023		1,018				1,018	1,018				
								Totals	1,038		0	0	1,038	1,028	0	0	0	0
11	Towne Road (52270) [698-1701] MP 0.76 to MP 1.99 Spot improvements for shoulders and sight distance between Woodcock Road and future alignment on top of relocated levee.	9	6	1.23	PE	S	2025					70	70					10
					RW	S	2026					60	60					60
					CN	S	2026					460	460					460
								Totals	0		0	590	590	0	0	0	0	530
12	Towne Road (52270) [698-1606] MP 1.99 to Seq. Dung. Way Reconstruct and relocate segment of Towne Rd. on top of completed relocated levee section. Dungeness River Floodplain Restoration Grant (DRFR) and/or REET = \$1,200,000 (estimate)	9	2	0.75	PE	C	2020			DRFR & REET			0					
			3		RW	C	2020						0					
			5		CN	S	2022				1,200	800	2,000	1,990	10			
			7					Totals	0		1,200	800	2,000	1,990	10	0	0	0
13	Undi Road (11670) [SCP-21002]. Road improvements related to the Jefferson County Undi Road Bypass Project. Funded by a Federal Lands Access Program (FLAP) Award to Jefferson County. Project delivered by Western Federal Lands Highway Div. FLAP \$2,034,407	9	3	1.29	PE	S	2020						0					
			5		RW			FLAP					0					
					CN	S	2023						0					
								Totals	0		0	0	0	0	0	0	0	0
BRIDGE REPLACEMENT, PRESERVATION, AND REHABILITATION PROJECTS																		
14	Clallam Slough Bridge Replacement (19400 BR1) On Frontier Street (19400) MP 0.07 to MP 0.44 Demolish bridge and replace with new bridge and approaches designed to current standards. Design anticipated to be completed in 2022. STP(BR) = \$5,193,100	8	4	0.37	PE	S	2020		1,298				1,298					
			9		RW	C	2022	STP(BR)					0					
					CN	S	2023		3,895				3,895	3,873	10			
								Totals	5,193		0	0	5,193	3,873	10	0	0	0
15	Hoko Falls Bridge (91460BR2) [698-1804] on Hoko-Ozette Road (91460) MP 6.88 to MP 6.91 Various bridge preservation work (replace expansion joints, clean bridge, prepare & paintbearings, seal deck).	7	10	0.03	PE	S	2024					25	25				25	
					RW								0					
					CN	S	2025					175	175					175
								Totals	0		0	200	200	0	0	25	175	
16	Sol Duc River Bridge (11200BR1) On Quillayute Road (11200) MP 6.47 to MP 6.52 Bridge preservation. Prep and paint steel truss bridge. STP(BR) = \$2,790,000	8	10	0.05	PE	S	2023		170			23	193	96	96			
					RW			STP(BR)					0					
					CN	S	2025		2,620				2,620			2,620		
								Totals	2,790		0	23	2,813	96	96	2,620	0	
17	Weel Bridge (18760BR1) On Weel Road (18760) MP 0.39 Bridge preservation. Prep and paint steel girder bridge. STB(BR) = \$1,822,200	9	10	0.19	PE	S	2023		115			15	130	65	65			
					RW			STP(BR)					0					
					CN	S	2025		1,745				1,745			1,745		
								Totals	1,860		0	15	1,875	65	65	1,745	0	
CULVERT AND FISH PASSAGE CAPITAL PROJECTS																		
18	Bear Creek Rd. (20210) Culvert Replacements MP 1.74 & 1.78 Fish passage improvement. Delivered by Trout Unlimited. Design: RCO- -SRFB = \$137,625; Private = \$97,000. Construction: USFWS = \$992,000. Pending NOAA & RCO-FBRB Grant Applications = \$992,000.	9	9	0.01	PE	S	2021			RCO- FBRB & PRVT	235	0	235					
					RW	S	2023	USFWS				5	5	5				
					CN	S/P	2024		992		992	0	1,984					
								Totals	992		1,227	5	2,224	5	0	0	0	0

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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						Total	2023	2024	2025	2026 to 2028
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase						
19	Crescent Beach Rd (22990) Culvert Replacement MP 0.32 Replace failed culvert. Requesting FEMA emergency relief funding approval for the culvert replacement.	9	9	0.01	PE	C	2022	FEMA					0	0				
					RW								0					
					CN	S/P	2023					200	200	200				
					Totals				0		0	200	200	200	0	0	0	0
20	East Lake Pleasant Rd. Road Culvert Replacement on Quandry Creek (16170) MP 0.737. Fish Passage Improvement Project. Delivered by Wild Salmon Center & Partners. Prelim. Design: PRVT = \$75K. Pending Federal Grant for final design (\$130K) & Construction (\$1.6 million).	9	9	0.01	PE	S/P	2023	NOAA	130	PRVT	75		205					
					RW	P/U	2024						10	10		10		
					CN	P/U	2025		1,600					1,600				
					Totals						75	10	85	0	10	0	0	
21	Hoko-Ozette Road Culvert Replacement (91460) MP 5.77 Replace two failing culverts.	7	9	0.01	PE	S	2022					20	20	20				
					RW								0					
					CN	S	2022						200	200	200			
					Totals				0		220	220	220	220	0	0	0	0
22	Johnson Creek Triple Culvert Replacement on Hoko-Ozette Rd (91460) MP 9.4 [SCP-21003]. Fish passage improvement. Delivered by North Olympic Salmon Coalition. RCO-FBRB=\$3,951,896; RCO-SRFB = \$1,015,889; PSAR = \$440,663; & USFWS = \$72,090	7	9	0.01	PE	C	2020	USFWS	72	RCO & PSAR	339	60	471					
					RW	S/P	2022						100	100	100			
					CN	S	2023					4,470		4,470				
					Totals				72		4,809	160	5,041	100	0	0	0	0
23	Kugal Creek Culvert Replacement Cooper Ranch Rd.(91460) MP 0.24 [SCP-21006] Fish passage improvement. Delivered by Pacific Coast Salmon Coalition. Construction to be completed & crossing opened in 2022. RCO-SRFB = \$780,000; RCO-WCRRRI = \$206,000	9	9	0.01	PE	C	2019			RCO	165	40	205					
					RW								0					
					CN	S	2022					986	360	1,346	10			
					Totals				0		1151	400	1,551	10	0	0	0	0
24	Quillayute Rd. (11200) Culvert Replacement. MP. 1.41 Fish passage improvement on tributary to Sol Duc River. Delivered by Wild Salmon Center & Partners. Prelim. Design: PRVT = \$75K. Pending Federal Grant for final design (\$130K) & Construction (\$1.6 million).	8	9	0.01	PE	S/P	2023		130	PRVT	75		205					
					RW	S/P	2024						5	5		5		
					CN	P/U	2025		1,600					1,600				
					Totals				1,730		75	5	1,810	0	5	0	0	0
25	Wisen Creek & Swede Roads Culvert Replacements (20550, 20460) [698-2002] MP 0.13 & 0.38 (Wisen) & MP 0.0 (Swede). Fish passage improvements. Delivered by Trout Unlimited. Design:RCO-SRFB=\$137,896 Construction: USFWS=\$551,000. Pending NOAA & RCO-FBRB Grants = \$551,000	9	9	0.01	PE	C	2020	USFWS		RCO	137	25	162					
					RW	S	2023						5	5	5			
					CN	P/U	2023		1,102					1,102				
					Totals				1102		137	30	1,269	5	0	0	0	0
NON-MOTORIZED TRANSPORTATION IMPROVEMENT PROJECTS (e.g., Olympic Discovery Trail, sidewalks)																		
26	Olympic Discovery Trail (ODT)--Forks Calawah River Park to Sitkum-Sol Duc Road (aka "A" Rd.) [698-1907] Construct ~1-mile trail and a multi-user, Calawah River trail bridge crossing. Federal: TA = \$450,000 + STBG = \$825,000; PRVT= \$300,000	0	32	1	PE	S	2021	TA STBG	65	PRVT		10	75	60				
					RW	C	2018						145	145				
					CN	S	2023		1,210			300		1,510		750	750	
					Totals				1,275		300	155	1,730	60	750	750	0	0
27	ODT-Forks to La Push Trail Corridor Acquisition [698-2101] Acquire trail corridor between US 101 and Olympic National Park adjacent to SR 110. Costs eligible for local grant match for PE & CN phases (see TIP #28). RCO=\$905,456; CCLTG=\$300,000; PRVT=\$20,000	0	32	9.7	PE					RCO, CCLTG & PRVT			0					
					RW	S	2021					1,207		1,207	670	537		
					CN								0					
					Totals				0		1207	0	1,207	670	537	0	0	0

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28	Olympic Discovery Trail (ODT)--Forks to La Push [698-2101] Design and construct ~ 12-mile, trail from US 101 to existing La Push trail adjacent to SR 110 corridor. Project delivered by Western Federal Lands Highway Divison. FLAP = 5.1 to 11.3 million	0	32	12	PE	S	2021	FLAP	2,117				2,117				
					RW						0						
					CN	S	2025		9,210		372	9,582				372	
					Totals				11,327		0	372	11,699	0	0	0	372
29	Countywide Olympic Discovery Trail (ODT) Trail Corridor Gap Acquisition [698-1607, 698-2102, 698-2103] Various locations countywide in current ODT gaps.	0	32		PE												
					RW	S/P	2022				300	300	50	50	50	150	
					CN												
					Totals				0		0	300	300	50	50	50	150
VARIOUS LOCATION PROJECTS																	
30	Countywide Overlay Surface Improvements Road resurfacing improvements at various County locations.		7		PE	S	2022					120	120	20	20	20	60
					RW												
					CN	S	2022				1,080	1,080	180	180	180	540	
					Totals				0		0	1,200	1,200	200	200	200	600
31	Countywide Various Improvements Traffic control devices, signage, safety (e.g., guardrails), shoulder widening, drainage, surfacing upgrades, or other improvements. County misc. right-of-way & engineering project services.		6		PE	S	2022					120	120	20	20	20	60
					RW						180	180	30	30	30	90	
					CN	S	2022				300	300	50	50	50	50	
					Totals				0		0	600	600	100	100	100	200
TOTAL FUNDED PROJECTS									37,046		12,986	7,487	57,519	9,849	4,720	5,495	2,042

NOTE: The estimated Local Agency (i.e., Clallam County) project expenditures for the 2023-2028 planning period may be less than the total costs shown by project funding source and phase. This may be due to one or more of the following reasons:

- 1) The project is underway and has expended project funds prior to Year 2023;
- 2) The project funding award is not to Clallam County and the project is being delivered by another agency or organization without any County match required;
- 3) The project funding award is not to Clallam County and the project is being delivered by another agency or organization with only a County match shown;
- 4) A project phase may not be completed to after Year 2028; and/or
- 5) Other project funding circumstances.

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								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	2023		2024	2025	2026 to 2028	

PLANNED (UNFUNDED PROJECTS)																		
U1	Anderson Road (East) (#47990) MP 0.00 to MP 0.45 (Cays Rd. to Thorton Drive-east crossing) Drainage, Widen, Resurfacing.	18	3	0.45	PE	P/U							50					
					RW	P/U							100					
					CN	P/U							500					
					Totals				0		0		650	650				
U2	Atterberry Road (#44300) M.P. 0.00 to M.P. 2.78 Reconstruct road between Sherburne Road and Hooker Road Widen, Regrade, Drainage - 3 Phases	8	2	2.78	PE	P/U							200					
					RW	P/U							400					
					CN	P/U							3,000					
					Totals				0		0		3,600	3,600				
U3	Barr Road (North) (#43110) M.P. 0.18 to M.P. 0.82 Reconstruct road north of SR 101 to west 90 degree corner Widen, Regrade, Drainage - 2 Phases	18	2	0.64	PE	P/U							50					
					RW	P/U							100					
					CN	P/U							900					
					Totals				0		0		1,050	1,050				
U4	Brown Road (#53810) M.P. 0.97 to M.P. 1.47 Sequim City Limits to Port Williams Road 3R upgrade plus walkways/bikeway	19	5	0.50	PE	P/U							60					
					RW	P/U							75					
					CN	P/U							500					
					Totals				0		0		635	435				
U5	Edgewood Drive (93110) - Rife Rd. to Reddick Rd. MP 0.87 to MP 2.38 Rehabilitate, resurface, restore, widen, and partial realignment	16	3	1.51	PE	P/U							150					
					RW	P/U							300					
					CN	P/U							2,500					
					Totals				0		0		2,950	2,950				
U6	Edgewood Drive, Reddick to City Limits (#93110) M.P. 2.38 to M.P. 2.99 Reconstruct Road to Major Collector Standards Widen, Realign, Regrade, Resurface	16	3	0.61	PE	P/U							100					
					RW	P/U							200					
					CN	P/U							1,200					
					Totals				0		0		1,500	1,500				
U7	Ennis Creek Road (#36200) M.P. 0.00 to M.P. 0.27 Baker Street to Front Street 3R upgrade plus walkway/bikeway	19	5	0.27	PE	P/U							60					
					RW	P/U							60					
					CN	P/U							400					
					Totals				0		0		520	520				
U8	Happy Valley Road (50300) MP 0.74 to MP 1.44 Reconstruct road north of McFarland Dr. to west of 3rd Ave, widen regrade, and drainage improvements.	8	3	0.7	PE	P/U							50					
					RW	P/U												
					CN	P/U							500					
					Totals				0		0		550	550				
U9	Heath Road Connector to Gilbert Road (#45850) Heath Road to Gilbert Road, No. 45850 Construct Connector Road between Heath and Gilbert Carlsborg Transportation Study #13	19	2	0.08	PE	P/U							300					
					RW	P/U							300					
					CN	P/U							1,300					
					Totals				0		0		1,900	1,900				

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								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase						
U10	Hoko-Ozette Road, No. 91460 Various segments M.P. 0.00 to M.P. 21.31 Reconstruct road away from Big River bank in 4 phases M.P. 0.79-1.0, 2.2-2.4, 2.7-3.0, 4.1-4.4	7	02	1.01	PE	P/U						120						
					RW	P/U					100							
					CN	P/U					750							
					Totals			0	0	970	970							
U11	Kirk Road Extension M.P. 0.28 to M.P. 0.50 Upgrade Existing Road and Extend to Atterberry Road Carlsborg Transportation Study #10	9	03	0.22	PE	P/U					150							
					RW	P/U				100								
					CN	P/U				600								
					Totals			0	0	850	850							
U12	Marine Drive (#47530) M.P. 0.00 to M.P. 0.72 Cays Road to Cline Spit Road Bluff Drainage Enhancements	9	05	0.72	PE	P/U					58							
					RW	P/U				40								
					CN	P/U				533								
					Totals			0	0	631	631							
U13	Mary Clark Road (#20100) M.P. 2.32 to M.P. 2.60 Realign road at Bear Springs Hatchery Corner	9	02	0.28	PE	P/U					10							
					RW	P/U				25								
					CN	P/U				150								
					Totals			0	0	185	185							
U14	Mill Road Traffic Island (#44930) M.P. 0.00 Install Raised Traffic Island to make Mill Road Right-in & Right Out Only Intersection. Carlsborg Transportation Study # 11D	18	05	0.1	PE	P/U					50							
					RW	P/U				30								
					CN	P/U				110								
					Totals			0	0	190	190							
U15	Mill Road Extension to Business Park Loop (#44930) M.P. 0.57 to 0.70 Extend Mill Road to tie into the industrial Business Park Loop Carlsborg Transportation Study # 6	18	05	0.13	PE	P/U					50							
					RW	P/U				50								
					CN	P/U				250								
					Totals			0	0	350	350							
U16	Mt. Angeles Road M.P. 0.47 to M.P. 1.12 Proposed Rural Arterial Program Project Widen, Realign, Regrade, Resurface	8	02	0.65	PE	P/U					75							
					RW	P/U				65								
					CN	P/U				600								
					Totals			0	0	740	740							
U17	Old Olympic Highway (#94120) M.P. 4.00 to 6.67 Widen, Regrade, Pulverize, Resurface & Drainage from McDonald Creek Bridge to Cays Road.	7	03	2.67	PE	P/U					100							
					RW	P/U												
					CN	P/U				920								
					Totals			0	0	1,020	1,020							
U18	Olympic Discovery Trail - Elwha River to Freshwater Bay Road Gap [698-2102] Plan route, acquire right-of-way, and construct a non-motorized, shared use separated trail to close the trail gap west of ODT-Elwha River Bridge to Freshwater Bay Rd.	0	32	4.5	PE	P/U					225							
					RW	P/U				300								
					CN	P/U				2,250								
					Totals			0	0	2,775	2,775							

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U19	Olympic Discovery Trail - Thompson/Onella Rd. to Gossett Rd Gap [698-2103] Plan route, acquire right-of-way, and construct a non-motorized shared use trail between the ODT-Thompson/Onella Rd. and Gossett Road sections and connect the ODT to Joyce.	0	32	7.0	PE	P/U						350						
					RW	P/U					500							
					CN	P/U					3,500							
					Totals			0		0	4,350	4,350						
U20	Olympic Discovery Trail - Sappho to Forks Gap [698-1607] Plan route, acquire right-of-way, construct new separated trail, and improve (e.g., pave) existing forest roads to connect the ODT route between Mary Clark Rd (Sappho area) and Forks ("A" road).	0	32	11.0	PE	P/U						310						
					RW	P/U					500							
					CN	P/U					3,100							
					Totals						3,910	3,910						
U21	Olympic Discovery Trail - Waterline Rd. Improvements [698-1401] Paving & other improvements (e.g., some widening, drainage) to gravel forest access road to improve trail route surface between the ODT Gossett Road and Spruce Railroad Trail sections.	0	32	3.5	PE	P/U						50						
					RW													
					CN	P/U					1,000							
					Totals			0		0	1,050	1,050						
U22	Parkwood Boulevard Traffic Island (#44940) M.P. 0.00 Install Raised Traffic Island to make Parkwood Boulevard a Right-in & Right-Out Only Intersection. Carlsborg Transportation Study #11D.	9	05 06 07	0.1	PE	P/U						30						
					RW	P/U					50							
					CN	P/U					110							
					Totals			0		0	190	190						
U23	Pioneer Road (#35820) M.P. 0.00 to M.P. 0.39 Reconstruct road between SR 101 & Baker Street Widen, Regrade, Drainage - 2 Phases	19	02 03 05 07	0.39	PE	P/U						60						
					RW	P/U					100							
					CN	P/U					400							
					Totals			0		0	560	560						
U24	Quillayute Road (#11200) M.P. 1.72 to 2.87 Quillayute Weather Station to Mina Smith Road Regrade, Drain, Widen, Resurface	8	03 04 07	1.15	PE	P/U						100						
					RW	P/U					100							
					CN	P/U					875							
					Totals			0		0	1,075	1,075						
U25	Runnion Road, East (#44730) M.P. 0.89 to M.P. 1.14 Carlsborg Road to Mill Road Regrade, Drain, Widen, Resurface	8	03 04 07	0.25	PE	P/U						20						
					RW	P/U					25							
					CN	P/U					105							
					Totals			0		0	150	150						
U26	Runnion Road Roundabout (#44730) M.P. 0.89 At the intersection with Carlsborg Road and realigned Spath Road construct a four-legged roundabout. Carlsborg Transportation Study #1	8	03 04 07	0.25	PE	P/U						78						
					RW	P/U					100							
					CN	P/U					900							
					Totals			0		0	1,078	1,078						
U27	Sequim-Dungeness Way (#95250) M.P. 1.00 to 4.62 Sequim City Limits to Marine Drive, except Woodcock Road vicinity Repave	7	06 07	3.62	PE	P/U						30						
					RW													
					CN	P/U					2000							
					Totals			0		0	2,030	2,030						

CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2023 - 2028

Hearing Date: _____
Adoption Date: _____
Resolution No.: _____

TIP Project No.	PROJECT IDENTIFICATION A. Project/Road Name(Road Log/Bridge No.); [Project No.] B. Beginning and End Milepost (MP) or Termini C. Description of Work D:Total Project Federal, State and/or Other Outside Funding (prior/future)	Functional Class	Improvement Types(s)	Total Length (mi.)	PROJECT COSTS IN THOUSANDS OF DOLLARS												
					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]			
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028
U28	Spath Road (#45420) M.P. 0.00 to M.P. 0.80 Kitchen-Dick Road to Carlsborg Road Regrade, Drain, Widen, Resurface	9	03 19 04 07	0.8	PE	P/U							50				
					RW	P/U						106					
					CN	P/U						600					
					Totals			0		0	756	756					
U29	Spath Road to West Runnion Road Connector Route (#45420) M.P. 0.0.80 (Spath Road) to M.P. 0.60 (West Runnion Road) Construct New Connector Segment between Spath and West Runnion Roads. Carlsborg Transportation Study # 5	19	1	1.26	PE	P/U						100					
					RW	P/U					90						
					CN	P/U					800						
					Totals			0		0	990	990					
U30	Spencer Road Connector to Mill Road (#44660) M.P. 1.50 to Mill Road Construct New Connector Segment between Spencer Road and Mill Road. Carlsborg Transportation Study # 14	19	1	0.75	PE	P/U						300					
					RW	P/U					300						
					CN	P/U					1884						
					Totals			0		0	2,484	2,484					
U31	Sunland Non-motorized Trail Trail beside Taylor Blvd in Sunland for pedestrian access from Sequim-Dungeness Way & Dung Way to Holland Road.		32	2	PE	P/U						40					
					RW	P/U					40						
					CN	P/U					300						
					Totals			0		0	380	380					
U32	Towne Rd. (52270) & Sequim-Dungeness Way (95250) Roundabout Roundabout safety & traffic flow intersection improvement at future Towne Rd. / Seq.-Dung. Way intersection (See TIP # 11). Design was funded under Dungeness River Floodplain Restoration Project grants.	7	3 6 7	0.2	PE	C											
					RW	C											
					CN	P/U					1,000						
					Totals						1,000	1,000	0	0	0	0	
U33	Trout Creek Bridge Replacement (#91460 BR4) M.P. 17.19 to M.P. 17.29 Hoko-Ozette Road	7	04 09	0.1	PE	P/U						50					
					RW	P/U					10						
					CN	P/U					475						
					Totals			0		0	535	535					
U34	US 101 Underpasses of McDonald Creek Bridge (#94120 BR1) Reconnect S. Barr & Sherburne Roads to North Side of US 101 by extending these County Roads under the New McDonald Creek US 101 Bridges.	7	04 09 07	0.09	PE	P/U						200					
					RW	P/U											
					CN	P/U					1948						
					Totals			0		0	2,148	2,148					
U35	Winterhawk to West Runnion Connector (#44730) Construct new Connector Segment between Winterhawk St. and West Runnion Rd. Carlsborg Transportation Study # 12.	19	1	0.25	PE	P/U						50					
					RW	P/U					20						
					CN	P/U					90						
					Totals			0		0	160	160					

CLALLAM COUNTY
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					Project Phase	Funding Status	Phase Start	FUNDING SOURCE INFORMATION (BY PHASE)						Total	2023	2024	2025	2026 to 2028
								Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase						
Planning Pedestrian and Bicyclist Road Safety Study																		
U36	West Hendricksen Rd. (#51740) MP 0.88 to 1.65 Pedestrian & Bicyclist Road Safety Audit Study. Pending Tribal Transportation Program Safety Fund Grant by Jamestown S' Klallam Tribe (JSKT).	19	32		Study	P/U			22									
								JSKT										
					Totals						22		0	0	22			
U37	Old Blyn Highway (#56830) MP 0.19 to 2.02 Pedestrian & Bicyclist Road Safety Audit Study. Pending Tribal Transportation Program Safety Fund Grant by Jamestown S' Klallam Tribe (JSKT).	9	32		Study	P/U			22									
								JSKT										
					Totals						22		0	0	22			
Unfunded Culvert Replacement Projects																		
U38	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001331) M.P. 2.92 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U				RCO-FBRB	200							
					RW	P/U												
					CN	P/U												
Totals						0		200	0	200								
U39	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001279) M.P. 6.38 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U				RCO-FBRB	200							
					RW	P/U												
					CN	P/U												
Totals						0		200	0	200								
U40	Hoko-Ozette Rd (91460) Culvert Replacement (Culvert #: 800001275) M.P. 6.83 Fish Passage Improvement Project. Pending RCO-FBRB Grant Application for Design Only by North Olympic Salmon Coalition.	7	9	0.01	PE	P/U				RCO-FBRB	200							
					RW	P/U												
					CN	P/U												
Totals						0		200	0	200								
U41	Matriotti Creek Culvert Replacement on Ward Rd. (46110) (WDFW ID: 99922) MP 0.22 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U			65									
					RW	P/U		NOAA	14									
					CN	P/U			318									
Totals						397				397								
U42	Matriotti Creek Culvert Replacements on Lamar Ln. (46130) (WDFW ID: 999848 & 999849) MP 0.2 & 0.35 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.02	PE	P/U			130									
					RW	P/U		NOAA	28									
					CN	P/U			636									
Totals						794				794								
U43	Matriotti Creek Culvert Replacement on Cays Rd. (45750) (WDFW ID: 999841) MP 1.1 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	8	9	0.01	PE	P/U			50									
					RW	P/U		NOAA										
					CN	P/U			252									
Totals						302				302								
U44	Matriotti & Owl Creek Culvert Replacements on Spath Rd. (45420) (WDFW ID: 931235 & 999820) MP 0.42 & 0.97 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.02	PE	P/U			95									
					RW	P/U		NOAA	10									
					CN	P/U			464									
Totals						569				569								

**CLALLAM COUNTY
SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2023 - 2028**

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					FUNDING SOURCE INFORMATION (BY PHASE)							EXPENDITURE SCHEDULE (LOCAL AGENCY) [See Footnote]						
					Project Phase	Funding Status	Phase Start	Federal Fund Type	Federal Funds by Phase	State or Other Fund Type	State or Other Funds by Phase	Local Funds by Phase	Total	2023	2024	2025	2026 to 2028	
U45	Matriotti Creek Culvert Replacement on W. Runnion Rd. (44730) (WDFW ID: 999819) MP 0.22 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	19	9	0.01	PE	P/U		NOAA	48									
					RW	P/U			10									
					CN	P/U		Totals	238									
									296					296				
U46	Matriotti Creek Culvert Replacement on Atterberry Rd. (44300) (WDFW ID: 999928) MP 2.74 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	8	9	0.01	PE	P/U		NOAA	48									
					RW	P/U			238									
					CN	P/U		Totals	286					286				
U47	Matriotti Creek Culvert Replacement on Frost Rd. (44350) (WDFW ID: 999931) MP 0.38 Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U		NOAA	40									
					RW	P/U			10									
					CN	P/U		Totals	225									
									275					275				
U48	Chicken Coop Creek Culvert Replacement on Old Blyn Hwy (56830) and Olympic Discovery Trail (WDFW ID: 80000294) Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U		NOAA	309									
					RW	P/U			1,518									
					CN	P/U		Totals	1,827					1,827				
U49	Chicken Coop Creek Culvert Replacement on E. Sequim Bay Rd. (57250) (WDFW ID: 80000296) Fish passage improvement project. Pending NOAA federal grant application for design & construction.	9	9	0.01	PE	P/U		NOAA	309									
					RW	P/U			1,104									
					CN	P/U		Totals	1,413					1,413				
TOTAL UNFUNDED PROJECTS									50,515									



AGENDA ITEM SUMMARY

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

9
10/31/22
59

Department: Department of Community Development

WORK SESSION ☒ **Meeting Date: 10-31-2022**

REGULAR AGENDA ☒ **Meeting Date: 11-01-2022**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Board of County Commissioners remanded final approval for final of Phase I of a 54-site RV Park, LDV2021-00005, back to DCD Planning staff for verification of conditions. Per the transmittal attached, DCD has determined that the conditions for final approval have been met and requests that the Board sign the final Mylar for recording.

To independently review the requirements, DCD selected Keven LoPiccolo, a professional planner of over 32 years of experience including Planning Manager, Administrator and Director positions in multiple jurisdictions.

Mr. LoPiccolo reviewed the required conditions, the mylar, the landscaping plan, and visited the parcel site to confirm the conditions. Following his review, Keven observed that thirty feet of the fence on the lot line separating the zoning districts needed to be moved east to "no closer than one-half the width of the required setback", (5 feet). Additionally, he observed several of the plants intended to become the required opaque barrier had died.

Mr. Simmons confirmed that many of his trees had died, so he has installed irrigation and had delayed replanting until the rain season begins. On the day of Mr. LoPiccolo's the site visit, 20 trees were being planted, 20 additional trees would be on site 10/26/2022, and the final 20 trees were backordered and would be replanted upon delivery. On 10/26/2022, Mr. Simmons moved the 30 feet of fencing to comply with the landscaping plan.

Based on his observations, and the corrective actions by the property owner, Mr. LoPiccolo verified the conditions required to approve the Binding Site Plan had been met. He acknowledged the immediate neighbor's multiple additional concerns including fence quality, headlights directed toward the residence's second story window, and slope maintenance challenges, but explained these issues were outside of the conditions established by the Hearings Examiner.

* 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)

In response to the neighbor's concern about the trees dying and not achieving required height to provide the required opaque barrier, Mr. Simmons voluntarily deposited a \$10,000 *Performance Guarantee* with the Clallam County Treasurer, and signed a contract allowing Clallam County to access these funds and enter the property for the purpose of completing the improvements according to the approved landscaping plan if the property owner fails to complete the landscaping plan as described in the Hearing Examiner's findings, (attached).

Additionally, in response to the neighbor's concern that the property will be purchased, and the new owner will abandon the landscaping plan, Mr. Simmons was required to record the landscaping requirements with the Clallam County Auditor to ensure the landscaping requirements, "run with the land", and obligate all future owners of this parcel. This recording was completed on 10-26-2022.

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?)
Signature of the Board

County Official signature & print name: Rich Meier – DCD Interim Manager



Name of Employee/Stakeholder attending meeting: Donella Clark, Principal Planner

Relevant Departments: DCD

Date submitted: 10-26-2020

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

**PERFORMANCE GUARANTEE AGREEMENT
FOR LANDSCAPE PLAN CONDITIONS
Performance Guarantee Sum**

THIS AGREEMENT made and entered into by Randy Simmons, herein called DEVELOPER and/or DEPOSITOR, and CLALLAM COUNTY Department of Community Development herein called COUNTY:

WHEREAS, pursuant to Clallam County Code 26.10.705 *Performance Guarantees* the DEVELOPER has applied for a Binding Site Plan - Plat No. LDV 2021-00005 for a site in unincorporated Clallam County, known as Parcel No. 073014-210100 all subject to the landscaping plan to be approved with that Binding Site Plan: and,

WHEREAS, the posting of a PERFORMANCE GUARANTEE to insure or guarantee the conditions of the Landscaping Plan described in Hearing Examiner's FINDINGS, CONCLUSIONS, AND DECISIONS – Item #12 and further detailed in Clallam County Code Chapters 33.22 and 33.53 with particular importance to the western property line, the COUNTY has reasonably estimated and determined that the amount of the PERFORMANCE GUARANTEE, hereinafter called the PERFORMANCE GUARANTEE SUM, shall be lawful money of the United States of America in the amount of TEN THOUSAND DOLLARS, (10,000).

IT IS HEARBY MUTUALLY AGREED:

1. That the DEVELOPER has given to the Clallam County Treasurer a PERFORMANCE GUARANTEE SUM in the amount of TEN THOUSAND DOLLARS, (\$10,000).
2. That the PERFORMANCE GUARANTEE SUM insures or guarantees the conditions of the Landscaping Plan described in the Binding Site Plan - Plat No. LDV 2021-00005 - Hearing Examiner's FINDINGS, CONCLUSIONS, AND DECISIONS – Item #12 for and further detailed in Clallam County Code Chapters 33.22 and 33.53 as verified two years from the effective date of the recording of the Binding Site Plan.
3. That the Clallam County Treasurer shall only release or disburse the PERFORMANCE GUARANTEE SUM upon receipt of written authorization from the Director of the Clallam County Department of Community Development after verifying compliance with the landscaping plan two years from the recording of the Binding Site Plan.
4. That in the event the DEVELOPER fails to complete the Landscaping Plan described in Hearing Examiner's FINDINGS, CONCLUSIONS, AND DECISIONS – Item #12, then the County shall notify the Developer in writing of the need to conform to the requirements of the Approved Landscape Plan and identify a time frame in which to comply. Upon failure of the Developer to comply within the time period allowed by the County in its notice, the County shall have the right to immediately enter upon the Developer's property, without legal recourse, for the purpose of completing the improvements and maintenance thereof and or to do such other work as may be necessary, according to

the approved Landscaping Plan. The County, following the notification period, shall have the right to access the funds available in the Retainage Account for the purpose of completing the approved Landscaping Plan. This provision shall not be construed as creating an obligation on the part of the County or its representatives to complete such Improvements and maintenance thereof.

5. Forfeiture of the cash deposit as herein provided shall be in addition to all other rights and remedies granted by law, equity or contract to the County to seek reimbursement of damages incurred or to enforce the provision of any such contract as referenced herein.
6. Nothing herein shall be construed as imposing any duty, responsibility, or liability in or upon the County, its officials, officers or employees with respect to the maintenance and repair of the Improvements. Depositor shall fully and completely indemnify, protect, defend and hold harmless the County, its officials, officers and employees from and against any and all claims, suits, damages, causes of action, injuries, liabilities and costs, including attorneys' fees, arising out of or otherwise relating to the County's failure to maintain and repair the Improvements.
7. In the event the property is sold, the Developer shall be responsible for transferring the financial Guarantee Liability by having the new owner(s) replace any financial guarantees filed with Clallam County.
8. That In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

It is hereby specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this cash deposit or to collect said cash deposit, this Agreement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation arising out of this Agreement shall be the courts of Clallam County, Washington, and the County and Depositor each hereby consent and submit to the jurisdiction of said courts. In the event that the County institutes any lawsuit to enforce its rights hereunder, the County shall be entitled to recover from the non-prevailing party or parties its reasonable attorneys' fees and costs. Said costs and reasonable legal fees shall be recoverable from the non-prevailing party or parties, not only from the proceeds of this cash deposit, but also over and above said cash deposit as a part of any recovery in any judicial proceeding, in addition to recovery on the cash deposit. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the County, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured.

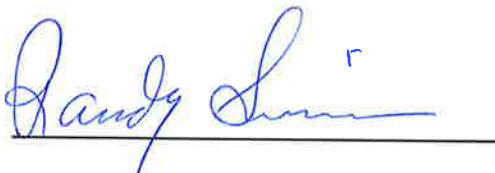
THE DEVELOPER FURTHER AGREES:

1. To grant the right-of-entry to designated personnel of Clallam County for the purpose of inspecting and monitoring the project for compliance with Clallam County Code.

IN WITNESS WHEREOF, the parties have entered into this PERFORMANCE GUARANTEE AGREEMENT on the date last written below.

APPROVED:

Clallam County, Washington



Randy Simmons
Project Developer

Executed by the Developer/Depositor this 26th day of October, 2022.

BY: 

Rich Meier
Interim Manager of Clallam County Department of Community Development

Executed by the County this 26th day of October, 2022.

PERFORMANCE GUARANTEE DIRECTION

CLALLAM COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
223 E. 4TH ST., PORT ANGELES, WA 98362-3015
(360) 417-2433

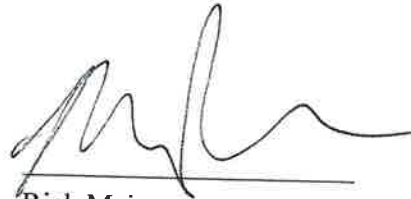
Project Name:	Island View RV Park BSP
Plat No.	LDV2021-00005
Parcel No.	073014-210100
Developer Name:	Randy Simmons
Address:	671 Oxenford Road
	Port Angeles, WA 98363
Phone:	(360) 447-1157

Retained in a fund by the public body until two years following the recording of the Island View RV Park LDV2021-00005, and verification of satisfying the conditions of the approved landscaping plan and Clallam County Code – Chapters 33.22 and 33.53.



Randy Simmons
Owner – Island View RV Park

10/21/22
Date



Rich Meier
Interim Manager DCD

10-21-2022
Date

Island View Properties LLC
C/O Mr. Randy Simmons
671 Oxenford Road
Port Angeles, WA 98362



PAR A BLA SUR V72 P48 – 073014210010

Landscaping Requirements

The following landscaping requirements are filed and recorded on title with the Clallam County Auditor and shall, “run with the land”. The Landscaping Requirements are contained in *Clallam County Code 33.22 LAMIRD STANDARDS* and *Clallam County Code 33.53 Landscaping Requirements as follows*:

“Visual screen” means evergreen and deciduous trees (no more than fifty (50) percent deciduous) planted twenty (20) feet on center, two (2) shrubs planted between each pair of trees, groundcover, and a solid fence of new materials.

Buffer and screening required under CCC Section 33.22.300(3) should take advantage of natural topography or existing vegetation wherever possible. Where natural topography or existing vegetation is not available or insufficient, an opaque barrier of at least 10 feet high shall be installed no closer than one-half the width of the required setback, as follows:

- (a) A hedge-like screen or a random or informal screen of evergreen or approved deciduous plant material of at least 15 feet wide, capable of providing a substantially opaque barrier year-round and attaining a minimum height of 10 feet within two years of planting.
- (b) A landscaped earth berm with a maximum slope of three to one, rising no less than 10 feet above the existing grade of the lot line separating the zoning districts.
- (c) Any combination of these methods, which shall also include a solid wood and/or masonry fence or wall, that achieves a cumulative opaque barrier of at least 10 feet high. When a fence or wall is used, it must be landscaped on the outside so that there will be a substantially opaque vegetative barrier year-around within two years of planting that masks at least 50 percent of the fence or wall.
- (d) Native and/or drought-tolerant landscape materials shall be utilized whenever possible.
- (e) The barrier shall not adversely affect surface water drainage.

Dated:

10/26/22

Randy Simmons

STATE OF *Washington*
COUNTY OF *Clallam*

ss.

I certify that I know or have satisfactory evidence that *Randy Simmons*
(is/are) the person(s) who appeared
before me, and said person(s) acknowledged that *he* signed this instrument and acknowledged it to be
free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: *October 26, 2022*

Rachel A. Weed

Notary name printed or typed: *Rachel A. Weed*
Notary Public in and for the State of *Washington*
Residing at *Port Angeles*
My appointment expires: *6-8-2025*



**BEFORE THE HEARING EXAMINER
FOR CLALLAM COUNTY**

In the Matter of the Application of	)	No. LDV 2021-00005
	)	
Randy Simmons	)	Island View RV Park BSP
	)	
<u>For a Binding Site Plan</u>	)	FINDINGS, CONCLUSIONS, AND DECISION

SUMMARY OF DECISION

The request for a binding site plan to allow development of a 54-site RV park, to be accomplished in two phases, on two parcels totaling 6.07 acres, located west of Port Angeles, north of the junction of Highway 101 and Highway 112, is **APPROVED**. Conditions are necessary to address specific impacts of the proposal.

SUMMARY OF RECORD

Hearing Date:

The Hearing Examiner held an open record hearing on the request on May 6, 2021, using remote technology due to the ongoing COVID-19 pandemic.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

Donella Clark, County Senior Planner
Randy Simmons, Applicant
Tracy Gudgel, Project Engineer

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated April 28, 2021
2. Land Use Application, dated February 19, 2021; Dry Creek Water Association, Inc., Membership Certification, dated November 9, 2020; email from Tracy Gudgel to Donella Clark, dated March 2, 2021, with email string; Island View Properties Site Map, dated February 27, 2020; Preliminary Site Layout (Sheet 1 of 2), dated February 18, 2021; Vicinity Map (Sheet 2 of 2), dated February 18, 2021
3. Quit Claim Deed AFN2021-1414259, dated February 12, 2021
4. SEPA Environmental Checklist Application with SEPA Environmental Checklist, dated February 18, 2021
5. SEPA Determination of Nonsignificance, issued March 25, 2021; Staff Memorandum, dated March 24, 2021

*Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Island View RV Park BSP
No. LDV 2021-00005*

6. Comments from Clallam County Environmental Health Services, dated March 1, 2021, with email string
7. Comment from Clallam County Fire Marshal, dated March 1, with email string
8. Plat Evaluation Form, Clallam County Road Department comments, review completed March 1, 2021
9. Comment from Department of Ecology, dated April 14, 2021
10. Notice Materials:
 - a. Notice of Complete Application, dated March 11, 2021
 - b. Declaration of Mailing, dated March 25, 2021; Memorandum from Donella Clark, Notice of Public Hearing, dated March 25, 2021, with parcel map and mailing labels
 - c. Declaration of Posting, dated March 30, 2021, with Notice of Application
 - d. Second Declaration of Posting, dated April 15, 2021, with Notice of Application
 - e. Legal Invoice, *Peninsula Daily News* (#PDN923239), dated March 29, 2021; Affidavit of Publication, *Peninsula Daily News*, dated March 29, 2021; Classified Proof, published March 29, 2021
 - f. Legal Invoice, *Peninsula Daily News* (#PDN925225), dated April 21, 2021; Affidavit of Publication, *Peninsula Daily News*, dated March April 21, 2021; Classified Proof, published April 22, 2021
11. Letter from Tracy Gudgel, P.E., Zenovic & Associates, Inc., to Clallam County, dated April 20, 2021, with 1971 USGS soil survey map
12. Revised Plans, dated May 3, 2021
 - a. RV Site Layout (Sheet 1 of 3)
 - b. Vicinity Map (Sheet 2 of 3), updated with annotations
 - c. Typical RV Stall Layout (Sheet 3 of 3)
 - d. RV Site Layout (Sheet 1 of 3), with highlighted asphalt road section
13. Preliminary Stormwater Report, Zenovic & Associates, Inc., dated May 5, 2021
14. Uniform Plumbing Code, Appendix E

The Hearing Examiner enters the following findings and conclusions based upon the testimony and exhibits admitted at the open record hearing:

FINDINGS

Application and Notice

1. Randy Simmons (Applicant) requests approval of a binding site plan (BSP) to allow development of a 54-site RV park, to be accomplished in two phases, located on two parcels totaling 6.07 acres. Associated improvements would include an on-site septic system that would connect to each of the RV sites, stormwater infiltration trenches, visitor parking spaces, an office/clubhouse building that would include bathrooms and showers, an internal road system providing access to the property from Granite Road, recreation areas, and landscaping. Phase 1 of the project would include development of the western portion of the property for 29 RV sites, the community office/clubhouse

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building, recreation areas, and infrastructure improvements necessary to serve the 29 RV sites. Phase 2 would include development of the eastern portion of the property for the remaining 25 RV sites and associated infrastructure. The property is located west of Port Angeles, north of the junction of Highway 101 and Highway 112.¹ *Exhibit 1, Staff Report, page 1; Exhibit 2; Exhibit 12; Exhibit 13.*

2. Clallam County (County) received the application on February 18, 2021. On February 25, 2021, the County routed the application to reviewing departments and agencies, requesting that any comments on the proposal be submitted by March 8, 2021. The County received comments from the County Road Department, Environmental Health Division, and Building Division, which are discussed in detail below. The County determined that the application was complete on March 11, 2021. The County originally provided notice of the application and associated open record hearing by mailing notice to property owners within 600 feet of the subject property on March 25, 2021; by publishing notice in the *Peninsula Daily News* on March 29, 2021; and by posting notice on-site on March 30, 2021. The scheduled April 15, 2021, open record hearing was later cancelled because County staff was unable to produce a hearing record due to a COVID-19-related quarantine. The open record hearing was rescheduled for May 6, 2021, and the County provided notice of the rescheduled hearing by posting notice on-site on April 15, 2021, and by publishing notice in the *Peninsula Daily News* on April 21, 2021. The County's notice materials explained that comments on the proposal could be provided up until the close of the public hearing scheduled for May 6, 2021. *Exhibit 1, Staff Report page 2; Exhibits 6 through 8; Exhibit 10.*
3. The County did not receive any comments from members of the public in response to its notice materials. As noted above, the County received three comments on the proposal from reviewing County departments. Specifically:
 - The County Environmental Health Division submitted a comment noting that soil evaluations have been completed and that the Applicant's professional engineer or licensed septic designer would be required to provide calculations to determine the total number of lots that could be served by an on-site septic system based on gallons of sewage per day, as well as to determine the area required to accommodate primary and repair septic drainfields. The County Environmental Health Division also noted that the proposed office/clubhouse building would need to be connected to the on-site septic system, the septic tanks would need to be located outside of traffic and parking areas, the areas designated for dumpsters would require road areas sufficient for garbage truck access, and a water availability letter would be required.

¹ The property is identified by tax parcel numbers 073014-210010 and 073014-210100. *Exhibit 1, Staff Report, page 1.* A legal description is provided with the Quit Claim Deed. *Exhibit 3.*

- The County Road Department submitted a comment noting that the project would require a commercial road approach onto Granite Road but would not require a traffic study, right-of-way improvements, or other mitigation measures.
- The County Building Division submitted a comment describing certain fire code and building code requirements applicable to RV parks and stating that the location of required ADA accessible features, fire apparatus routes, and fire hydrants should be noted on the binding site plan.

Exhibit 1, Staff Report, page 2; Exhibits 6 through 8.

Environmental Review

4. The Clallam County Department of Community Development (DCD) acted as lead agency and analyzed the environmental impacts of the project as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). DCD analyzed the Applicant's environmental checklist and other available information and determined that the proposal would not have a probable significant adverse impact on the environment. Accordingly, DCD issued a Determination of Nonsignificance (DNS) on March 25, 2021, with a comment deadline of April 14, 2021. The County received general comments from the Washington State Department of Ecology about appropriate solid waste management, toxics cleanup, and water quality management. No other comments specific to SEPA were received, and the DNS was not appealed. *Exhibit 1, Staff Report, pages 2 and 17; Exhibit 4; Exhibit 5; Exhibit 9.*

Comprehensive Plan and Zoning

5. The property is located within the Dry Creek Neighborhood of the Port Angeles Regional Planning Area under the County Comprehensive Plan. *Clallam County Code (CCC) 31.04.440*. The Dry Creek Neighborhood is bounded to the east by the City of Port Angeles, to the west by Elwha River, to the north by the Strait of Juan de Fuca, and to the south by the headwaters area of Dry Creek. *CCC 31.04.440*. The property is designated as "Rural Neighborhood Commercial" under the Comprehensive Plan. The purpose of the Rural Neighborhood Commercial designation is to provide for limited commercial services that meet the convenience needs of residents in rural areas and to achieve a high degree of compatibility with rural areas through the use of small buildings, small overall area devoted to commercial uses, and design and layout elements providing screening from objectionable features to residential areas. The Rural Neighborhood Commercial designation encourages tourist commercial uses, local convenience stores, small-scale service providers, and RV and manufactured home parks blended into the rural environment with landscaping. *CCC 31.04.225. Exhibit 1, Staff Report, pages 9 through 12.*
6. County staff identified the following Comprehensive Plan policy, specific to the Dry Creek Neighborhood, as relevant to the proposal:

(7) Public Services and Facilities.

- (a) [Policy No. 22] Water service is provided to this neighborhood by the Dry Creek Water District. For those areas inside the UGA, further land divisions should be permitted only when PUD or City water is extended pursuant to a UGA Urban Services and Development Agreement or upon annexation.

7. County staff also identified the following Comprehensive Plan goals and policies, specific to rural land under CCC.31.04.230, as relevant to the proposal:

(6) Goals and Policies to Control Rural Commercial Activities.

...

- (b) Policy 12. Development of existing rural neighborhood commercial designations within the Lake Sutherland LAMIRD [(Limited Area of More Intensive Rural Developments)], Larid's Corner LAMIRD, Granny's Café LAMIRD, and Indian Creek LAMIRD should be allowed within their respective logical outer boundaries, and shall be subject to the following standards:

- (i) Allowable land uses should be limited to uses of such type, scale, size, or intensity as already existed as of July 1, 1990, including:

- Tourist facilities like snack bars, gift shops, antique stores and gas stations, [and] RV parks

...

- (ii) Standards should be set for the development of the property, including:

- Limiting the percentage of impervious surface to maintain an "open" atmosphere;
- Requiring setbacks, buffers and screening to separate commercial and industrial land uses from adjacent residential zones;
- Requiring high standards of highway and building landscaping to protect rural character; [and]
- Limiting the size of any one building to under 10,000 square feet to avoid large-scale facilities in rural areas.

- (c) Policy 13. Commercial uses allowed in rural residential designations should be limited to those which would not

impact rural character. Standards shall be set for recreational uses in rural areas, including recreational vehicle parks and commercial outdoor oriented activities. The following revisions should be made to the allowed uses, conditional uses and standards in rural zones:

- (i) Commercial outdoor oriented recreational use in rural residential designations shall be limited to boat launching facilities, golf courses, campgrounds and similar uses carried on outside of buildings in order to direct intensive commercial uses such as motels, hotels, restaurants and variety stores to locate in appropriate areas including urban growth areas or in rural commercial designations.
- ...
- (v) Standards for buffering and landscaping to ensure compatibility with surrounding rural land uses shall be accomplished.
- (vi) Standards for noise, traffic, light and glare, and other nuisance characteristics shall be implemented.
- (vii) Rural commercial and recreational commercial uses in rural areas shall be located on a minimum parcel size of five acres.

Exhibit 1, Staff Report, pages 10 through 12.

8. The property is zoned Rural Neighborhood Commercial (RNC). The purpose of the RNC zone is “to provide limited, low impact, neighborhood commercial activities in rural areas where uses of such type, scale, size, or intensity already existed as of July 1, 1990.” CCC 33.15.050. RV parks are an allowed use in the RNC zone. CCC 33.15.050(1). CCC 33.15.050 provides performance standards applicable to development in the RNC zone, including standards governing allowable density, lot dimensions, and minimum setbacks. Performance standards applicable to RV parks, however, are governed by CCC 29.35.100. CCC 29.35.100(2) provides for a maximum allowable density of 25 RV spaces per acre of gross site area, but states that the maximum allowable density may be reduced due to septic system constraints or other site characteristics. County staff determined that the proposal to develop 54 RV sites on 6.07 acres would comply with the maximum density standard when accounting for the size of a septic system that would be required to serve the 54 sites. County staff also determined that the proposal would comply with dimensional standards requiring RV sites to be located at least 25 feet from any park boundary line abutting a public street and at least four feet from any park boundary line not abutting a public street, and to be a minimum of 17 feet wide. CCC 29.35.100(3). In addition, County staff determined that the proposal would exceed applicable recreation space standards by providing 36,830 square feet of on-site

recreation space and would satisfy sewage disposal standards by providing restroom facilities within the proposed office/clubhouse building. CCC 29.35.100(6); CCC 29.35.200(1). County Senior Planner Donella Clark testified at the hearing that the proposed RV park would not be required to provide a dump station because each of the sites would be connected to the on-site septic system, consistent with the Uniform Plumbing Code and the intent of the County's RV park sewage disposal standards. *Exhibit 1, Staff Report, pages 1 and 6 through 9; Exhibit 2; Exhibit 12; Exhibit 14; Testimony of Ms. Clark.*

9. The property is located within a "limited area of more intensive rural development" (LAMIRD) and, therefore, the proposed development is subject to LAMIRD standards under Chapter 33.22 CCC. The purpose of the County's LAMIRD standards is to "minimize impacts on the rural character of neighboring less intensive rural residential zoning districts as a result of commercial, industrial, mixed use, duplex, and multifamily in-fill and redevelopments within LAMIRDs." CCC 33.22.100(2). County staff reviewed the proposal and determined that, with conditions, it would meet all LAMIRD development standards, including standards governing maximum impervious surface areas, maximum lot coverage, minimum structure and activity setbacks from less-intensive rural residential zoning districts, screening, and landscaping. *Exhibit 1, Staff Report, pages 14 through 16; Exhibit 2; Exhibit 12.*

Existing Property and Proposed Development

10. The 6.07-acre undeveloped property was historically used as a log yard and is relatively flat, with little vegetation. As noted above, the Applicant requests a BSP to allow development of a 54-site RV park with associated infrastructure and amenities. The Applicant would construct an internal asphalt road to provide access to the property from Granite Road. The asphalt road would extend from Granite Road through the center of site until reaching the on-site septic system facilities, continue west to the western property line, and then continue south along the western property line. Access to the individual RV sites would be provided by gravel roads connecting to the asphalt road. County staff determined that the proposed asphalt road would reduce the amount of dust potentially impacting residential property to the west of the site. The Applicant would provide additional screening from neighboring uses by installing required perimeter landscaping, as well as fencing along the western property line. Water service would be provided by Dry Creek Water, a group water system. The Applicant would be required to provide water availability verification to the County Environmental Health Division prior to final plat approval. Zenovic and Associates, Inc., provided a preliminary stormwater report for the proposal, dated May 5, 2021, which indicates that stormwater runoff from impervious surfaces would be directed to on-site infiltration trenches. The County Road Department would review the Applicant's final stormwater plan prior to final plat approval. *Exhibit 1, Staff Report, pages 1, 2, 6, 18, and 19; Exhibit 2; Exhibit 12; Exhibit 13.*

11. Properties to the east and south of the subject property are zoned RNC and consist of commercial development and vacant land. Properties immediately to the north are zoned RNC and are developed with a fire station and an electric plant. Property further to the north, across Power Plant Road, is zoned Rural Character Conservation 3. Properties to the west are zoned Rural Low and are developed with single-family residences. *Exhibit 1, Staff Report, pages 1 and 2; Exhibit 12.*

Critical Areas

12. No critical areas were identified on or near the property. County staff reviewed the proposal and determined that it would be consistent with the requirements of the County Critical Areas Ordinance. *Exhibit 1, Staff Report, pages 2 and 17.*

Binding Site Plan

13. Under RCW 58.17.035, a city, town, or county “may adopt by ordinance procedures for the divisions of land by use of a binding site plan as an alternative to the procedures” normally required for the subdivision of land under the State Subdivision Act, for divisions of property for lease as provided in RCW 58.17.040(5). RCW 58.17.040(5) provides that Chapter 58.17 RCW (Plats – Subdivisions – Dedications) shall not apply to “[a] division for the purpose of lease when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land when the city, town, or county has approved a binding site plan for the use of the land in accordance with local regulations.” In Clallam County, a binding site plan entails a drawing to scale that:
 - (a) Identifies and shows the areas and locations of all streets, roads, improvements, utilities, and open spaces;
 - (b) Contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land as established by the County; and
 - (c) Contains provisions making any development conform with the site plan.*CCC 29.03.100(5). CCC 29.03.100(5)(c) also provides that a binding site plan may be used to “create lots for the purpose of lease or rent, not for sale or transfer.” Exhibit 1, Staff Report, pages 3 and 4.*

14. Like all subdivisions of land within the county, binding site plans must be consistent with the County’s subdivision requirements (Title 29 CCC); the Comprehensive Plan (Title 31 CCC); the Zoning Code (Title 33 CCC); the Shoreline Master Program (Title 35 CCC); the Floodplain Management Code (now included within Chapter 27.12 CCC); the Environmental Policy Code (Chapter 27.01 CCC); the Critical Areas Code (Chapter 27.12 CCC); and the public health, safety, welfare, use, and interest. *CCC 29.10.100.* Additionally, as discussed above, CCC 29.35.100 provides subdivision standards specific to RV parks, including standards related to individual site conditions, density, site

dimensions, recreation areas, water supply, and sewage disposal. *Exhibit 1, Staff Report, pages 3 through 9.*

15. County staff analyzed the proposal and determined that, with conditions, it would be consistent with the requirements for a binding site plan, noting:
- The proposed new internal asphalt and gravel roadways would comply with the minimum access, street standards, and improvement requirements of CCC 29.30.200. The proposed asphalt roadway would reduce the amount of dust potentially impacting adjacent residential property to the west of the site.
 - The Applicant proposes to connect the RV sites to Dry Water Creek, a group water system. The Applicant would be required to provide water availability verification to the County Environmental Health Division prior to final plat approval. Each of the proposed sites would be connected to a large on-site septic system.
 - The Applicant would be required to provide underground electrical and telephone utilities to each site. All improvements required for the proposed development would be verified prior to final plat approval.
 - The proposed development would be consistent with goals and policies of the Comprehensive Plan.
 - The proposal would comply with performance standards applicable to property within a LAMIRD.
 - Dumpster/recycling facilities for the property would be required to be screened and to be located more than 70 feet from the western property line adjacent to residential property to the west.
 - The Applicant would be required to submit and receive approval of a final landscaping plan prior to issuance of the building permit for the office/clubhouse building. The final landscape plan would be required to include fencing details.
 - The property is not located within the jurisdiction of the State of Washington Shoreline Management Act or the Clallam County Shoreline Master Program.
 - The property is not located within a floodplain and, therefore, the Clallam County Floodplain Management Code does not apply to the proposal.
 - The proposal is consistent with the requirements of the Clallam County Critical Areas Ordinance.
 - A DNS was issued for the proposal.
 - Conditions would ensure that the public health, safety, welfare, use, and interest would be preserved and protected. Specifically, County staff recommends conditions requiring fire hydrants to be installed and shown on the final plat, connection to Dry Creek water, installation of a septic system, issuance of a building permit, landscaping that includes a wooden fence along the western property line, a commercial road approach, and construction of roads on the site.

Exhibit 1, Staff Report, pages 6 through 17.

16. County staff also determined that the proposal would comply with the subdivision standards specific to RV parks, noting:
- The site is large, flat, and previously disturbed. Minor grading would be necessary to develop the RV sites and internal roadways. The proposed layout utilizes disturbed areas and would restore approximately eight percent of the site with recreational areas and landscaping.
 - The proposal to develop 54 RV sites is based on the required size of the on-site septic system.
 - The proposed RV sites would be set back 40 feet from Granite Road to the south, over 60 feet from Power Plant Road to the north, 35 feet from the east and west property lines, and at least 10 feet from all other property lines.
 - The RV sites are proposed as 30-foot typical angled spaces throughout the park, with maximum dimensions of 12 feet by 40 feet to accommodate 40-foot-long RVs.
 - A total of 36,830 square feet of recreation space would be provided on-site, exceeding the minimum eight percent requirement. The recreation areas would include a 3,573 square foot area near the office/clubhouse building, the stormwater infiltration area, the septic drainfield reserve area, and trails throughout the landscaping screen.
 - Water is proposed to be provided by the Dry Creek Water system.
 - The central office/clubhouse building would include bathrooms and showers for visitors, with the farthest RV site located approximately 400 feet from the building.
 - The Applicant has been working with a septic designer and has a site registration for the property. The septic system would be reviewed and approved by the Washington State Department of Health. The system would be required to be approved and installed prior to final plat approval at each development phase.

Exhibit 1, Staff Report, pages 8 and 9.

Testimony

17. County Senior Planner Donella Clark testified generally about the application and how the County reviewed the proposal for consistency with the Comprehensive Plan, zoning ordinances, and criteria for a binding site plan. She explained that the project would be located within a small pocket of commercially zoned properties near the intersection of Highways 101 and 112 where RV parks are an allowed use. Ms. Clark stressed that the proposed RV park would be less intensive than the previous log yard on the property, that it would serve as an ideal recreation area for tourists visiting the Olympic peninsula, and that there is demand for additional RV parks in the region. She detailed how the proposed internal roadways would meet code standards, explaining that County staff had recommended a section of the roadways to be asphalted to address heavier traffic through the center of the property and to help reduce dust that could potentially impact residential

property to the west. Ms. Clark also detailed how the proposal would meet all other requirements of the municipal code, including standards applicable to properties within a LAMIRD. *Testimony of Ms. Clark.*

18. Applicant Randy Simmons testified that he agrees with County staff's analysis of the proposal as detailed in the staff report. He also noted that he does not intend on allowing short-term or transient rentals on-site and, accordingly, no such facilities would be provided. *Testimony of Mr. Simmons.*
19. Project Engineer Tracy Gudgel of Zenovic and Associates, Inc., testified that the Applicant agrees with County staff's recommendation to asphalt a portion of the proposed internal roadways. He noted that the project would include measures to protect the on-site septic drainfield from vehicular traffic and that the Applicant would agree to a condition of approval requiring such measures. Mr. Gudgel explained that the proposed on-site septic system would require approval from the Washington State Department of Health. He explained that each RV site would be connected to the on-site septic system and, thus, the project would not require a dump station under Uniform Plumbing Code standards. Mr. Gudgel explained that Waste Management would provide trash collection service to the property. He stressed that the project would restore areas previously disturbed by the former log yard use of the property with landscaping on each RV site and throughout the property. *Testimony of Mr. Gudgel.*
20. Ms. Clark testified that the County would not oppose removal of the RV dump station from the proposed development. She explained that the proposal would be consistent with Uniform Plumbing Code standards requiring RV dump stations only for RV sites not equipped with drainage system connections and, therefore, would meet the intent of the County's RV park sewage disposal standards. Ms. Clark also explained that, while phased development is allowed under the municipal code, full development of the proposal would still need to occur within five years (regardless of phasing). *Testimony of Ms. Clark.*

Staff Recommendation

21. Ms. Clark testified that County staff recommends approval of the binding site plan, with conditions. Mr. Simmons and Mr. Gudgel testified that the Applicant understands and would adhere to the recommended conditions of approval. *Exhibit 1, Staff Report, pages 17 through 21; Testimony of Ms. Clark; Testimony of Mr. Simmons; Testimony of Mr. Gudgel.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has jurisdiction to hear and grant preliminary approval of binding site plans. CCC 26.04.060(3)(c); CCC 29.13.200. As the legislative authority for Clallam County,

the Board of Commissioners grants final approval for a binding site plan upon finding that the Applicant has complied with all requirements and conditions of the municipal code. CCC 29.13.300.

Criteria for Review

Under CCC 29.13.200, the Hearing Examiner may approve a preliminary subdivision or binding site plan only if it is found to be consistent with the requirements of CCC 29.10.100. This includes ensuring the proposal complies with and is consistent with the following provisions:

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.

CCC 29.35.100 provides the following subdivision standards specific to binding site plans for RV parks and mobile home parks:

- (1) General Requirements. A camper vehicle park shall be adapted to individual site conditions and the plat should use terrain, existing trees, shrubs and rock formations with a minimum of disturbance of the land. Conditions of soil, groundwater level, drainage and topography shall not create hazards to the property or the health or safety of the occupants.
- (2) Density Requirements. The density shall not exceed twenty-five (25) camper vehicle spaces per acre of gross site area, except that the density may be reduced if any of the following conditions exist:
 - (a) A septic tank and drainfield sewage disposal system is proposed for use and field inspection of soil conditions, groundwater conditions, relation to surface waters, proximity to groundwater supplies, and soils evaluations indicate that the higher density could result in a public health hazard.
 - (b) Any other situation where the physical characteristics or locational characteristics of the site would indicate that the higher density could adversely affect the public health, safety and general welfare.
- (3) Dimensional Standards.
 - (a) All camper vehicle sites shall be located at least twenty-five (25) feet from any park boundary line abutting upon a public street or highway.

- (b) All camper vehicle sites shall be located at least four (4) feet from any park boundary that does not abut upon a public street or highway.
- (c) Camper vehicle sites shall be a minimum of seventeen (17) feet wide.
- (4) Required Recreation Area. In all camper vehicle parks, there shall be at least one recreation area other than streets and utility areas which shall be easily accessible from all camper vehicle spaces. The size of such recreation area shall be not less than eight (8) percent of the gross site area or 2,500 square feet, whichever is greater.
- (5) Water Supply. Water supply shall comply with State and County health regulations, and Uniform Building Code regulations, as they apply.
- (6) Sewage Disposal Requirements.
 - (a) A restroom facility shall be constructed in compliance with the Uniform Building Code, as it applies, and shall be provided at one or more locations in the camper vehicle park, and shall be located within 500 feet of any camper vehicle site not provided with an individual sewer connection.
 - (b) Sewage Disposal Systems. Sewage disposal systems shall be in compliance with State and County health regulations, as they apply.
 - (c) Dump Station. Each camper vehicle park shall be provided with an approved dump station in the ratio of one for every 100 camper vehicle spaces or fractional part thereof.

In addition, CCC 29.13.200 provides:

- (1) Any person interested in an application for a subdivision or binding site plan may appear at the hearing set for review thereof and comment on the application. After completion of its public hearing, the Hearing Examiner shall grant preliminary approval of the application if the Hearing Examiner finds that it is consistent with CCC 29.10.100.
- (2) When the Hearing Examiner determines that additional information is necessary, action on said application shall be continued until such information is available; provided, that the extension shall not exceed thirty (30) days unless the applicant consents to a longer period.
- (3) The Hearing Examiner may attach to any decision of approval such reasonable conditions as may be necessary to assure that the development will comply with the criteria for approval and standards established by this title and other applicable codes, and to further the public health, safety and welfare, use and interest.

- (4) The Hearing Examiner's decision shall be based on findings of fact and conclusions of law and shall reference the requirements of adopted County code or State law.
- (5) Records of hearings and information before the Hearing Examiner on preliminary subdivisions and binding site plans shall be kept by the Administrator and shall be available for public inspection upon request.

The Revised Code of Washington (RCW) provides for an alternative method of land division – binding site plans:

A city, town, or county may adopt by ordinance procedures for the divisions of land by use of a binding site plan as an alternative to the procedures required by this chapter. The ordinance shall be limited and only apply to one or more of the following: (1) The use of a binding site plan to divisions for sale or lease of commercially or industrially zoned property as provided in RCW 58.17.040(4); (2) divisions of property for lease as provided for in RCW 58.17.040(5);² and (3) divisions of property as provided for in RCW 58.17.040(7). Such ordinance may apply the same or different requirements and procedures to each of the three types of divisions and shall provide for the alteration or vacation of the binding site plan, and may provide for the administrative approval of the binding site plan.

RCW 58.17.035.

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

With conditions, the proposal would comply with and be consistent with applicable requirements of the County's Subdivision Code, Comprehensive Plan, Zoning Code, Environmental Policy Code, and Critical Areas Code, and would be consistent with the public health, safety, welfare, use, and interest.³ The County provided reasonable notice of the application and associated public hearing and opportunity to comment on the proposal. The County did not receive any public comments on the proposal. The County reviewed the application and determined that it would be consistent with the requirements of the County's

² RCW 58.17.040(5) provides that Chapter 58.17 RCW (Plats – Subdivisions – Dedications) is inapplicable and shall not apply to "[a] division for the purpose of lease when no residential structure other than mobile homes, tiny houses, or tiny houses with wheels as defined in RCW 35.21.686, or travel trailers are permitted to be placed upon the land when the city, town, or county has approved a binding site plan for the use of the land in accordance with local regulations."

³ The Shoreline Master Program is inapplicable to the current proposal, and no structural development is proposed within a recognized floodplain, rendering the Floodplain Management Code inapplicable.

Subdivision Code, including subdivision standards specific to RV parks under CCC 29.35.100 and performance standards specific to development on property within a LAMIRD. The Hearing Examiner concurs with County staff's determination. The proposal, as conditioned, would provide an internal roadway system meeting the County's access and street standards; provide utility connections to each RV site, including connections to an on-site septic system and to water supplied by the Dry Creek Water system; provide 36,830 square feet of on-site recreation space; comply with LAMIRD performance standards; and comply with all density requirements, dimensional standards, and sewage disposal requirements specific to RV parks. Under the County's interpretation of its sewage disposal provisions for RV parks, an on-site RV dump station would not be required for the proposal because septic system connections would be provided to each RV site. Conditions would ensure that the proposed septic system obtains approval from the Washington State Department of Health and that the associated drainfields would be adequately protected from damage from vehicular and RV traffic.

The property is located within the Dry Creek Neighborhood of the Port Angeles Regional Planning Area and is designated Rural Neighborhood Commercial under the Comprehensive Plan. The Rural Neighborhood Commercial designation encourages tourist commercial uses such as RV parks. County staff identified relevant Comprehensive Plan policies specific to the Dry Creek Neighborhood and to development on rural land and determined that the proposal would be consistent with those policies. The Hearing Examiner concurs with County staff's determination. The proposed RV park would be adequately served by water supplied by the Dry Creek Water system and would comply with development regulations designed to ensure that commercial development within a LAMIRD would be compatible with the area's rural character. The property is zoned Rural Neighborhood Commercial (RNC), which is intended to provide limited, low-impact, neighborhood commercial activities in rural areas. RV parks are an allowed use in the RNC zone. As noted above, the proposal would comply with subdivision standards specific to RV parks under CCC 29.35.100, including standards related to individual site conditions, density, site dimensions, recreation areas, water supply, and sewage disposal.

The County Department of Community Development analyzed the environmental impacts of the project, determined that it would not have a probable significant adverse impact on the environment, and issued a DNS, which was not appealed. There are no critical areas identified within or near the property. Accordingly, the proposal would be consistent with the County Critical Areas Ordinance and includes provisions that would ensure that the project would be consistent with the public health, safety, welfare, use, and interest. Conditions, as detailed below, are necessary to ensure that the proposal complies with and is consistent with all necessary requirements for approval of the binding site plan. *Findings 1 – 21.*

DECISION

Based on the preceding findings and conclusions, the request for a binding site plan to allow development of a 54-site RV park, to be accomplished in two phases, located west of Port Angeles, north of the junction of Highway 101 and Highway 112, is **APPROVED**, with the following conditions:

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1. The conditions developed for this application were based on information provided by the Applicant and other elements of the public record. The Applicant is proposing a 54 site RV park. Potable water will be provided to each site by Dry Creek Water, and each site connected to an on-site septic system. Access is provided off Granite Road, a County road. This decision and conditions of approval are subject to change if information provided by the Applicant or their authorized representative proves inaccurate.
2. A final Mylar shall be submitted, approved, and finalized in conformance with Chapter 29.20 CCC and shall include the location of all roads, trails, utilities, and fire hydrants. The complete plat number and existing parcel numbers must appear at the top right corner of the final plat as follows:

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3. A final stormwater plan shall be approved by the Road Department and implemented prior to final plat approval. The stormwater plan shall indicate the existing disturbed and impervious areas and shall show either a reduction of the impervious areas or find alternatives to meet the 35 percent impervious surfacing required per Chapter 33.22 CCC.
4. Prior to final plat approval, the Applicant shall provide Water Availability Verification (WAV) to the Environmental Health Division. The application shall be accompanied by a letter from Dry Creek Water stating that the distribution system has been installed in accordance with their requirements and specifications. The improvements may be installed in phases to serve each phase of this proposal.
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 location of all hydrants shall be noted on the final plat and all distances verified by a surveyor. Hydrants shall be installed 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.
7. This proposal entails the installation of a large on-site septic system. The septic systems (i.e. tanks and drainfields) will have to be engineered, distribution lines installed to each RV Space, and a maintenance and operation plan approved prior to final plat approval for

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each phase of this proposal (per CCC 29.30.400(2)(b)). The operation maintenance entity approved by public agencies of jurisdiction shall own and manage the community sewage disposal system consistent with applicable State and County requirements. The improvements may be installed in phases to serve each phase of this proposal.

8. The final plat shall state the properties are served by Dry Creek water system and on-site septic.
9. A commercial road approach shall be obtained and installed prior to final plat approval. Contact the Road Department for the appropriate permit and specifications of the approach.
10. The internal road system shall be installed to serve the phase proposed. Roads are noted as typically 25 feet wide. The central road shall be asphalted in accordance with CCC 29.30.200(1)(b), as well as the road along the western property line. All other internal roads shall be a minimum 9-inch gravel base with a minimum three (3) –inch crushed gravel surfacing. The RV Spaces and internal roads shall be noted on the face of the final binding site plan.
11. A building permit shall be obtained for the single structure proposed within the RV park. Restrooms are required per the building code prior to use of the RV park, but other amenities proposed in the building are not a building code requirement.
12. A landscaping plan shall be submitted and approved prior to issuance of the building permit in accordance with Chapters 33.22 and 33.53 CCC, with particular importance to the western property line. The landscaping plan shall include placement of a fence along the western property line that shall be constructed of solid wood or masonry per CCC 33.22.300(3).
13. Location of the dumpster/recycling shall be shown on the final plat map and shall be over 70 feet from the western property line and appropriately screened in accordance with Chapter 33.22 CCC.
14. Prior to the installation of any signage, a signage plan and a certificate of compliance shall be submitted to DCD Planning for review and approval. This plan shall meet the requirements of CCC 33.57.040.
15. The Applicant shall implement measures ensuring that on-site drainfield areas are adequately protected from vehicular and RV traffic.
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

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Island View RV Park BSP
No. LDV 2021-00005

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 owner's association shall be established prior to final approval. The association is responsible for operating and maintaining all common facilities which have been 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 owner's 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. 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.

18. 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.
19. 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).
 20. The Applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final plat approval.
 21. 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.
 22. 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.
 23. 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.
 24. All certification stamps and signatures shall be in permanent black ink.
 25. 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.

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Island View RV Park BSP
No. LDV 2021-00005

26. As the legislative authority for Clallam County, the Board of Commissioners shall grant final approval upon finding that the Applicant has complied with all requirements and conditions consistent with this chapter. The Administrator shall forward a final subdivision along with a statement on whether or not all requirements have been met, including a recommendation to the Board for its action. The Board shall take action on final subdivisions at its next regularly scheduled meeting.
27. A final plat which meets all of the requirements of Title 29 CCC 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 land divider may divide the land division into two phases, staging installation of minimum improvements and the survey of the land division according to the approved phasing scheme. 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 20th day of May 2021.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

**Transmittal to the Board of County Commissioners
Review of Hearing Examiner Conditions LDV2021-00005**

A public hearing was conducted on May 6, 2021 for approval of a binding site plan for a 54-site RV Park, an outright permitted use in the Rural Neighborhood Commercial zone. By right of the zoning, the land owner is allowed to develop their property with a commercial development. Standards exist in the zoning code for commercial development and a binding site plan is required as a drawing to scale that identifies streets, roads, improvements, utilities, open spaces and sets forth appropriate limitations and conditions for use of the land and creates lots for lease or rent. A decision was rendered by the Clallam County Hearing Examiner on the binding site plan on May 20, 2021 with 27 conditions necessary to finalize the binding site plan.

The applicant submitted the final binding site plan for review in July 2022 following construction of the required improvements to the site. Environmental Health ensures that the conditions related to water and septic are met. Public Works and Roads performs site inspections and reviews plans and permits related to road approaches, drainage, and distances on the survey. Planning ensures coordination with all departments and completion of the conditions of the Hearing Examiner decision. Fulfillment of the 27 conditions have been met as shown below in the staff comments below each condition.

1. The conditions developed for this application were based on information provided by the applicant and other elements of the public record. The applicant is proposing a 54 site RV park. Potable water will be provided to each site by Dry Creek Water, and each site connected to an on-site septic system. Access is provided off Granite Road, a County road. This decision and conditions of approval are subject to change if information provided by the applicant or their authorized representative proves inaccurate.

Staff comment: Proposal submitted for final is for Phase I of a 54 site RV park, with Dry Creek Water and on-site septic, access off Granite Road.

2. A final Mylar shall be submitted, approved, and finalized in conformance with CCC 29.20 and shall include the location of all roads, trails, utilities, and fire hydrants. The complete plat number and existing parcel numbers must appear at the top right corner of the final plat as follows:

**Plat No. LDV2021-00005
Parcel No. 073014-210100**

Staff comment: Final Mylar submitted. Additional parcel number added following review by the Assessor who commented that since the property was originally two parcels, both numbers need to be on the final.

3. A final stormwater plan shall be approved by the Road Department and implemented prior to final plat approval. The stormwater plan shall indicate the existing disturbed and impervious areas and shall show either a reduction of the impervious areas or find alternatives to meet the 35% impervious surfacing required per CCC 33.22.

Staff comment: Public Works Department has reviewed and approved the drainage plan submitted by the applicant's engineer. An amendment was submitted by the

engineer and an "Installed as Design" letter informing Public Works that the drainage plan has been constructed as been provided.

4. Prior to final plat approval, the applicant shall provide Water Availability Verification (WAV) to the Environmental Health Division. The application shall be accompanied by a letter from Dry Creek Water stating that the distribution system has been installed in accordance with their requirements and specifications. The improvements may be installed in phases to serve each phase of this proposal.

Staff comment: The applicant worked with Dry Creek Water to install water service to the property and water availability has been approved by Environmental Health. Distribution lines have been installed to all lots within Phase I.

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.

Staff comment: Plans were provided and approved prior to installation of the system. New plans will need to be provided for the expansion of the system into the Phase II area.

6. The location of all hydrants shall be noted on the final plat and all distances verified by a surveyor. Hydrants shall be installed 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.

Staff comment: Location of hydrants are on the final plat and have been reviewed and approved by the Fire Marshal.

7. This proposal entails the installation of a large on-site septic system. The septic systems (i.e. tanks and drainfields) will have to be engineered, distribution lines installed to each RV Space, and a maintenance and operation plan approved prior to final plat approval for each phase of this proposal (per Section 29.30.400(2)(b) CCC). The operation maintenance entity approved by public agencies of jurisdiction shall own and manage the community sewage disposal system consistent with applicable State and County requirements. The improvements may be installed in phases to serve each phase of this proposal.

Staff comment: Environmental Health worked with the applicant for the installation of a sewage disposal system. Signature on the final Mylar indicates their approval of the system.

8. The final plat shall state the properties are served by Dry Creek water system and on-site septic.

Staff comment: Plat note included.

9. A commercial road approach shall be obtained and installed prior to final plat approval. Contact the Road Department for the appropriate permit and specifications of the approach.

Staff comment: Approach reviewed and approved by Road Department.

10. The internal road system shall be installed to serve the phase proposed. Roads are noted as typically 25 feet wide. The central road shall be asphalted in accordance with CCC 29.30.200(1)(b), as well as the road along the western property line. All other internal roads shall be a minimum 9-inch gravel base with a minimum three (3) –inch crushed gravel surfacing. The RV Spaces and internal roads shall be noted on the face of the final binding site plan.

Staff comment: Crushed asphalt used which was determined to meet the standard by the Road Department.

11. A building permit shall be obtained for the single structure proposed within the RV park. Restrooms are required per the building code prior to use of the RV park, but other amenities proposed in the building are not a building code requirement.

Staff comment: Building permit in process and restrooms are available to patrons of the park, even though every site is connected to septic and water.

12. A landscaping plan shall be submitted and approved prior to issuance of the building permit in accordance with CCC 33.22 and 33.53, with particular importance to the western property line. The landscaping plan shall include placement a fence along the western property line that shall be constructed of solid wood or masonry per CCC 33.22.300(3).

Staff comment: The applicant has submitted and has received approval of the landscaping plan. Construction of the wooden fence is underway and the applicant has stated it will be complete by the end of the month. The vegetation has been installed according to plan, with some of the trees planted closer than the 20 feet on-center as indicated. Replacement of dead plants and an additional 50 Leland Cyprus will be complete once it rains. The applicant has installed irrigation to help survivability of the vegetation. As proposed a 10-foot opaque barrier will occur within 2-years to minimize the commercial infill development allowed on the property, as required per CCC 33.22.300(3) and exceeds the landscaping standards required within CCC 33.53.

History: During final review of the binding site plan, Planning was questioned if the constructed chain-link fence with slats along the majority of the fence met the condition of the decision regarding fencing. DCD requested the Prosecuting Attorney's Office weigh in on the question of the fence to determine if the entire length of the fence needed to be wood or masonry.

Special council reviewed the "Findings, Conclusions, and Decision" from the Hearing Examiner and noted that the Hearing Examiner had stated that the fence "shall be constructed of solid wood or masonry." The use of the word shall requires that the fence be wooden. Further clarification was requested regarding height of the fence on September 9, 2022. The Hearing Examiner decision nor County Code specify a height for the fence. The standards in CCC 33.22.300 are intended to minimize the impacts of

commercial development, and provide a combination of methods to create a 10 foot tall barrier, which may include topography, berms, fencing, a screen of vegetation providing a substantially opaque barrier within 2 years of planting. A visual screen is defined by CCC 33.53.010 as "evergreen and deciduous trees (no more than fifty (50) percent deciduous) planted twenty (20) feet on center, two (2) shrubs planted between each pair of trees, groundcover, and a solid fence of new materials." The applicant has proposed the construction of a 6-foot wooden fence at the top of the 0-4 foot elevation that spans along the western property line, and landscaping. Per the landscaping plan submitted a variety of native vegetation with larger Douglas fir, Red cedar and Red alder trees 20 feet on center with dogwood, Oregon grapes, salal and vine maple planted between the trees. The Prosecuting Attorney's Office agreed with staff's analysis that the combination of these methods meets the requirements of the code for a 10 foot barrier. On the ground, the trees are closer than 20-feet and the applicant has revised the plan to include 50 Leland Cypress to be planted between the trees to help create a better screen within the 2-year time.

13. Location of the dumpster/recycling shall be shown on the final plat map and shall be over 70 feet from the western property line and appropriately screened in accordance with CCC 33.22.

Staff comment: Dumpster located near the center of the park over 70 feet from the property line shared with the residential zone.

14. Prior to the installation of any signage, a signage plan and a certificate of compliance shall be submitted to DCD Planning for review and approval. This plan shall meet the requirements of 33.57.040 CCC.

Staff comment: Sign permit issued and permit in process for direction

15. The Applicant shall implement measures ensuring that on-site drainfield areas are adequately protected from vehicular and RV traffic.

Staff comment: Site has graded and a landscaping strip installed to differentiate the RV park with the drainfield.

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 owner's association shall be established prior to final approval. The association is responsible for operating and maintaining all common facilities which have been 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 owner's 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.

Staff comment: Binding site plan is owned by single-owner and facilities will be maintained by the land owner.

17. 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.

Staff comment: Utilities installed to each lot.

18. 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.

Staff comment: County Engineer has signed final plat.

19. 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).

Staff comment: Request for inspections received per email or phone.

20. The applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final plat approval.

Staff comment: Certificate of Title in file.

21. 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.

Staff comment: Final presented same as proposed.

22. 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.

Staff comment: Taxes paid and Treasurer signed final plat.

23. 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.

Staff comment: Fees paid, reviews complete.

24. All certification stamps and signatures shall be in permanent black ink.

Staff comment: On mylar.

25. 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.

Staff comment: Mylar submitted for recording.

26. As the legislative authority for Clallam County, the Board of Commissioners shall grant final approval upon finding that the applicant has complied with all requirements and conditions consistent with this chapter. The Administrator shall forward a final subdivision along with a statement on whether or not all requirements have been met, including a recommendation to the Board for its action. The Board shall take action on final subdivisions at its next regularly scheduled meeting.

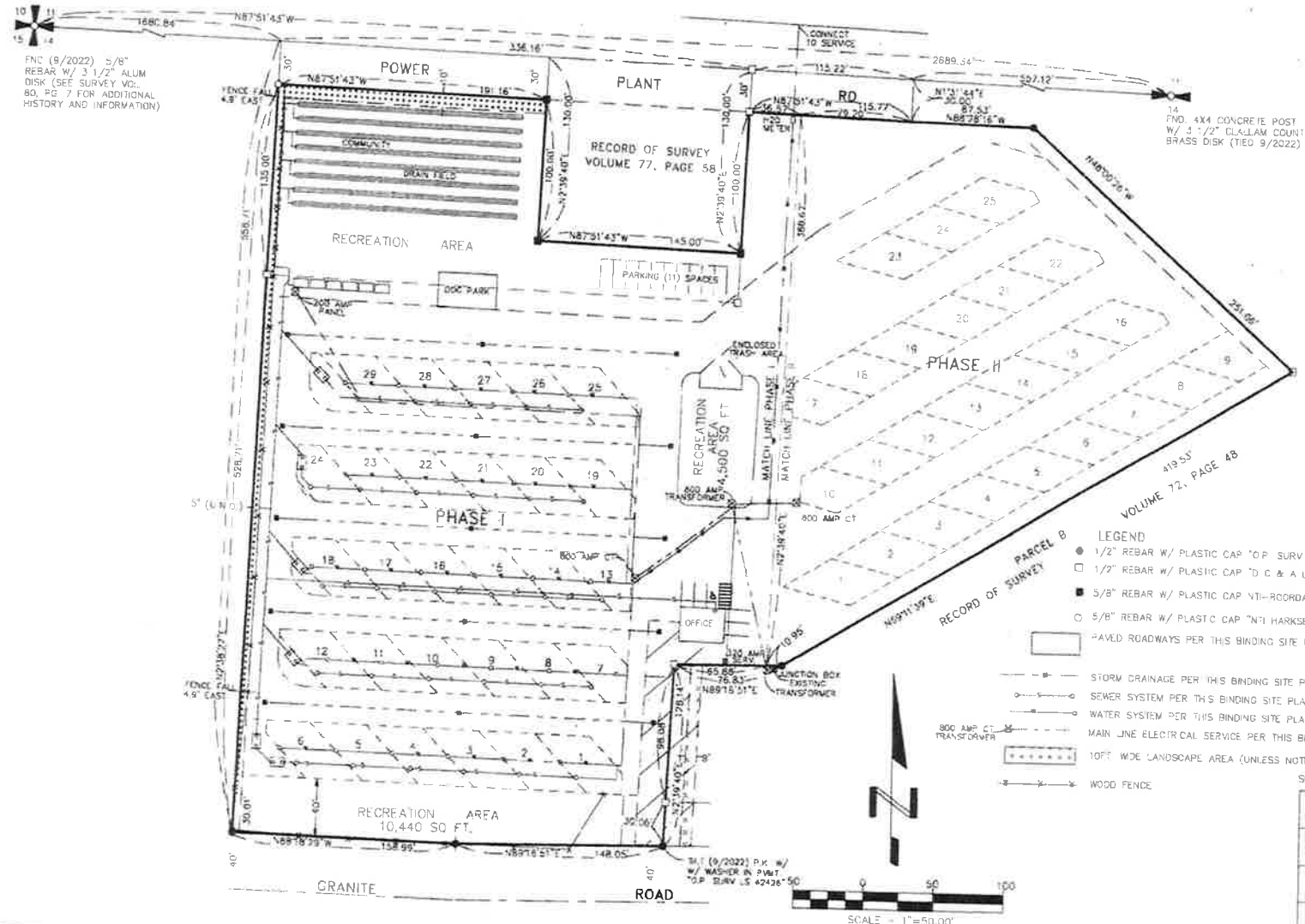
Staff comment: Waiting for vote by the Board. Per CCC 26.10.520 the Board shall grant the final approval for all subdivision under CCC Title 29. This document is the written recommendation that the proposed binding site plan meets the requirements set forth for preliminary approval and transmits the final Mylar for the Board signature. A public hearing is not required and no public notice is required for final approval, but the final action shall be included as an agenda item at a regular meeting. The Board's final

action may be appealed to the Superior Court in accordance with State law and Chapter 36.70C RCW.

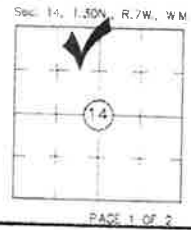
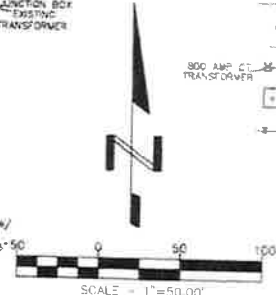
- 27.** A final plat which meets all of the requirements of Title 29 and of this decision shall be submitted to the Administrator for processing and approval within five (5) years of the date of this preliminary land division approval. The land divider may divide the land division into two phases, staging installation of minimum improvements and the survey of the land division according to the approved phasing scheme. 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.

Staff comment: Project must be complete by May 20, 2026.

Plat No. LDV2021-00005
Parcel No. 073014-210100
073014-210010



- LEGEND**
- 1/2" REBAR W/ PLASTIC CAP "O.P. SURV LS 42426" (SET 9/2022)
 - 1/2" REBAR W/ PLASTIC CAP "D.C. & A.L.S. 22329" (FND 9/2022)
 - 5/8" REBAR W/ PLASTIC CAP "VI-RECORDA PLS 36925" (FND 9/2022)
 - 5/8" REBAR W/ PLASTIC CAP "N.T. HARKSELL PLS 32430" (FND 9/2022)
 - ▭ PAVED ROADWAYS PER THIS BINDING SITE PLAN
 - STORM DRAINAGE PER THIS BINDING SITE PLAN
 - SEWER SYSTEM PER THIS BINDING SITE PLAN
 - WATER SYSTEM PER THIS BINDING SITE PLAN
 - MAIN LINE ELECTRICAL SERVICE PER THIS BINDING SITE PLAN
 - 10FT WIDE LANDSCAPE AREA (UNLESS NOTED OTHERWISE)
 - WOOD FENCE



SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF TITLE 29, CCC AND
THE STATE SURVEY RECORDING ACT, TITLE 58, RCW.

BRIAN N. DAYS, PLS
REGISTERED PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 42426
DATE SIGNED _____

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____
20____, AT _____ M. IN BOOK _____ OF _____
PLATS, AT PG. _____, AT THE REQUEST OF
OLYMPIC PENINSULA SURVEYING AND DRAFTING, INC.

AUDITOR'S FILE NO. _____ DEPUTY COUNTY AUDITOR

ISLAND VIEW R.V. PARK
BINDING SITE PLAN
A PORTION OF
NE. 1/4, NW. 1/4, Sec. 14, T.30N., R.7W., W.M.
Clallam County, Washington
for
Island View Properties, LLC

Olympic Peninsula
Surveying and Drafting, Inc.
P.O. Box 3234
Sequim, WA 98282
(360) 460-2934
opsurveying@olypen.com

Surveyed and Mapped
July, 2022
Job No. 6840NS-1151

LEGAL DESCRIPTION
(SEE DEED A.F.N.O. 2021-1414256)

PARCEL A RECORDED IN VOL. 72 OF SURVEYS, PG. 48, UNDER RECORDING NO. 2011-1274041 BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SEC. 14, TWP. 30 NORTH, RANGE 7 W, W.M. CLALLAM COUNTY, WA.

(SEE DEED A.F.N.O. 2019-11383043)

THE NORTH 165 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 30 NORTH, RANGE 7 WEST, W.M., EXCEPT THAT PORTION CONVEYED TO CLALLAM COUNTY FIRE DISTRICT #2 BY DEED RECORDED UNDER CLALLAM COUNTY AUDITOR'S FILE NO. 413673 SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS ASSUMED TO BE N87°51'43"E, ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 14, T.30N., R.7W., W.M., AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN VOLUME 37 OF SURVEYS, PAGE 93, RECORDS OF CLALLAM COUNTY, WASHINGTON.

SURVEY METHODS

THIS SURVEY WAS PERFORMED USING A J. SEC. TOPCON OM SERIES TOTAL STATION. SOME DISTANCES WERE MEASURED USING A STEEL TAPE. ACCURACY MEETS STANDARDS SET FORTH BY WAC 332-130-090. ALSO USED SINOX 585A STAND ALONE GPS RECEIVER.

SECTION SUBDIVISION

FOR SECTION SUBDIVISION USED THIS SURVEY SEE THAT RECORD OF SURVEY AS RECORDED IN VOLUME 37 OF SURVEYS, PAGE 93, RECORDS OF CLALLAM COUNTY, WASHINGTON. COMPARE ALSO SURVEY VOLUME 72, PAGE 48, VOLUME 77, PAGE 58 AND VOLUME 81, PAGE 33, RECORDS OF CLALLAM COUNTY WASHINGTON.

NOTES:

NO PORTION OF THIS LAND DIVISION MAY BE ALTERED, AMENDED, DELETED, ADDED TO OR CHANGED IN ANY MANNER EXCEPT BY THE LAND DIVISION PROCEDURES SET FORTH IN CLALLAM COUNTY CODE CHAPTER 25-000.

ALL LOTS SHALL BE A VALID LAND USE NOTWITHSTANDING A CHANGE IN ZONING LAWS OR OTHER APPLICABLE REGULATIONS FOR A PERIOD OF FIVE YEARS FROM THE DATE OF RECORDING OF THIS SHORT PLAT.

SETBACKS SHALL CONFORM WITH CLALLAM COUNTY ZONING CODES AS THEY APPLY.

NOTES:

- 1) THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED. NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THE EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.
- 2) EXTERIOR BOUNDARIES HAVE NOT BEEN FULLY MAPPED FOR ENCROACHMENTS.
- 3) THIS SURVEY MAY DEPICT EXISTING FENCE LINES AND OTHER OCCUPANCY INDICATORS THAT MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.
- 4) LOTS WITHIN THIS SHORT PLAT ARE TO BE SERVED BY THE DRY CREEK WATER SYSTEM.

HOMEOWNER'S ASSOCIATION

UPON ASSUMPTION OF LOT OWNERSHIP WITHIN THIS PLAT ALL LOTS WITHIN THIS SUBDIVISION ARE AUTOMATICALLY MEMBERS OF THE HOMEOWNER'S AGREEMENT AS FILED UNDER AUDITOR'S FILE NO. _____ RECORDS OF CLALLAM COUNTY, WASHINGTON.

TREASURER'S CERTIFICATE

ALL TAXES AND ANY DELINQUENT ASSESSMENTS FOR WHICH THE LAND DIVISION MAY BE LIABLE HAVE BEEN FULLY PAID AS REQUIRED BY CHAPTER 58.08.040 RCW.

TREASURER _____ DEPUTY _____

DATE _____

APPROVALS

ADMINISTRATOR

THE FINAL SHORT PLAT IS CONSISTENT WITH THE PRELIMINARY APPROVAL. ALL CONDITIONS IMPOSED THEREOF HAVE BEEN MET AND THE LAND DIVISION CONFORMS TO ALL APPLICABLE COUNTY LAND USE CONTROLS.

DATE _____ ADMINISTRATOR _____

SANITARIAN

THE FINAL SHORT PLAT HAS MET ALL STATE AND COUNTY REQUIREMENTS PERTAINING TO SEWAGE DISPOSAL AND POTABLE WATER.

DATE _____ COUNTY HEALTH OFFICIAL _____

ENGINEER

I HEREBY APPROVE ALL SURVEY DATA SHOWN, INCLUDING MATHEMATICAL CLOSURE OF ALL LOTS, BLOCKS AND BOUNDARIES, AND CERTIFY THAT AS OF THIS DATE AND TO THE BEST OF MY KNOWLEDGE, ALL REQUIRED ROAD DRAINAGE (IF ANY) AND OTHER IMPROVEMENTS (IF ANY) ADDRESSED IN RCW 58.17.160(1) HAVE BEEN CONSTRUCTED IN CONFORMANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE AGENCY OF LEGAL JURISDICTION.

DATE _____ COUNTY ENGINEER _____

BOARD OF COUNTY COMMISSIONERS:

RANDY JOHNSON _____ DATE _____

MARK OZIAS _____ DATE _____

BILL PEACH _____ DATE _____

CLERK OF THE BOARD _____ DATE _____

Plat No. LDV2021-00005
Parcel No. 073014-210100
073014-210010

DEDICATION AND DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE LAND HEREIN DESCRIBED, DECLARE THIS PLAT TO BE CREATED BY MY OWN FREE WILL AND CONSENT. I ALSO GRANT TO CLALLAM COUNTY, PUD NO. 2 AND THE DRY CREEK WATER SYSTEM THE RIGHT TO USE THE EASEMENTS AS PLATTED FOR THE USES AND PURPOSES SHOWN HEREON. THE PLATTOR HEREBY ACCEPTS ALL RESPONSIBILITY FOR ALL CLAIMS AND DAMAGES WHICH MAY BE OCCASIONED TO ANY OTHER LAND OR PERSONS BY THE ACTIONS OF SAID PLATTOR AUTHORIZED BY THE COUNTY IN RELATION TO THIS PLAT. I HEREBY ACCEPT THIS PLAT.

ISLAND VIEW PROPERTIES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

RANDY SIMMONS

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ 20____, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED RANDY SIMMONS, REPRESENTATIVE OF ISLAND VIEW PROPERTIES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT, IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION
EXPIRES _____

NOTARY PUBLIC IN AND FOR THE
STATE OF _____
RESIDING IN _____



ISLAND VIEW R.V. PARK

**BINDING SITE PLAN
A PORTION OF**

**NE. 1/4, NW. 1/4, Sec. 14, T.30N., R.7W., W.M.
Clallam County, Washington**

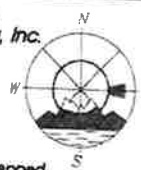
for

Island View Properties, LLC

**Olympic Peninsula
Surveying and Drafting, Inc.**

P.O. Box 3234
Sequim, WA 98282
(360) 460-2934

opsurveying@olypen.com



**Surveyed and Mapped
July, 2022**

Job No. SIMMONS-11151



AGENDA ITEM SUMMARY

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

10
10/31/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-31-22

REGULAR AGENDA ☒ Meeting Date: 11-08-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Behavioral Health Advisory Board due to an expiration of term.

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified.

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.

Health and Human Services Deputy Director endorses the reappointment of Kristine Johnson 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: 10-24-22

* 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 Johnson 11-8-22

Revised: 3-04-2019



RESOLUTION _____, 2022

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 October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified. No other 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. Health and Human Services Deputy Director endorses the reappointment of Kristine Johnson 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. **Kristine Johnson** is reappointed as the At-large representative for a term ending December 31, 2025.

PASSED AND ADOPTED this 8th day of November, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.52
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

11
10/31/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-31-22

REGULAR AGENDA ☒ Meeting Date: 11-08-22

Item summary:

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

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 October 2022 to solicit applications and the current member with an expiring term was notified.

The member whose term is expiring notified the Board of Commissioner's in writing that he is interested in being considered for reappointment.

Department of Health and Human Services endorses the reappointment of Dr. Gerald Stephanz to the Community Stakeholder representative position.

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?)
Request review and approval of the Resolution.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Health and Human Services Department

Relevant Departments: Board of Commissioners and Health and Human Services Department

Date submitted: October 24, 2022

* 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 _____, 2022

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 October 2022 to solicit applications and the current member with an expiring term was notified.
3. The member whose term is expiring notified the Board of Commissioner's in writing that he is interested in being considered for reappointment.
4. Department of Health and Human Services endorses the reappointment of Dr. Gerald Stephanz to the Community Stakeholder representative position.

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

1. **Gerald B. Stephanz, Jr. MD** is reappointed to the Community Stakeholder representative position for a term ending December 31, 2025.

PASSED AND ADOPTED this 8th day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

C: A22.176
Appointee
HHS



AGENDA ITEM SUMMARY

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

12
10/31/22

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 10-31-22

REGULAR AGENDA ☒ **Meeting Date:** 11-08-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Developmental Disabilities Advisory Committee due to the expiration of a term.

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified. No other 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.

Health and Human Services Deputy Director endorses the reappointment of Skye Eastman to the Developmental Disabilities 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 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: 10-24-22

- * 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)

DDAC Eastman 11-8-22
Revised: 3-04-2019

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



RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE
DEVELOPMENTAL DISABILITIES ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Developmental Disabilities Advisory Committee due to the expiration of a term.
2. A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified. No other 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. Health and Human Services Deputy Director endorses the reappointment of Skye Eastman to the Developmental Disabilities Advisory Committee.

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

1. **Skye Eastman** is reappointed to serve on the Developmental Disabilities Advisory Committee for a term ending December 31, 2025.

PASSED AND ADOPTED this 8th day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

A22.163
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

13
10/13/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-31-22

REGULAR AGENDA ☒ Meeting Date: 11-08-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the Homelessness Task Force due to the expiration of terms.

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current members with the expiring terms were notified.

The 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.

Health and Human Services Deputy Director endorses the reappointment of Paul Cunningham, Christy Smith, John DeBoer, and Cheri Tinker to the Developmental Disabilities 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 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: 10-24-22

* 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)

Homelessness Task Force 11-8-22 Cunningham et al
Revised: 3-04-2019



RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Homelessness Task Force due to the expiration of terms.
2. A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current members with the expiring terms were notified.
3. The 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.
4. Health and Human Services Deputy Director endorses the reappointment of Paul Cunningham, Christy Smith, John DeBoer, and Cheri Tinker to the Developmental Disabilities Advisory Committee.

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

1. **Paul Cunningham** is reappointed as the representative for Healthcare Providers for a term expiring December 31, 2025.
2. **Christina Smith** is reappointed as the representative for United Way for a term expiring on December 31, 2025.
3. **John DeBoer** is reappointed as the representative for Homeless or Formerly Homeless for a term expiring on December 31, 2025.
4. **Cheri Tinker** is reappointed as the representative for Advocate of Veterans' Issues for a term expiring on December 31, 2025.

PASSED AND ADOPTED this 8th day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

A22.163
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

14
10/12/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-31-22

REGULAR AGENDA ☒ Meeting Date: 11-08-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Marine Resources Committee due to the expiration of a term.

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified. No other 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 Department of Community Development endorses the reappointment of Timothy Cochnauer to the 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 reappointing.

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: 10-24-22

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

Marine Resources Committee Cochnauer 11-8-22

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

Revised: 3-04-2019



RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE
MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Marine Resources Committee due to the expiration of a term.
2. A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified. No other 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 Department of Community Development endorses the reappointment of Timothy Cochnauer to the Marine Resources Committee.

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

1. **Timothy Cochnauer** is reappointed to serve as the At Large representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 8th day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.164
Appointee
DCD



AGENDA ITEM SUMMARY

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

15
10/31/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-31-22

REGULAR AGENDA ☒ Meeting Date: 11-08-22

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

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

A press release was issued during the month of October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified. No other 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 Bert Caldwell 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 appoint.

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: 10-24-22

* 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 _____, 2022

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 October 2022 soliciting applications from interested citizens, and the current member with an expiring term was notified. No other 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 Bert Caldwell 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. **Bert Caldwell** is reappointed for a term ending December 31, 2027.

PASSED AND ADOPTED this 8th day of November 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.165
Appointee (s)
NOLS



AGENDA ITEM SUMMARY

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

16
10/31/22
39

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 10/31/22

REGULAR AGENDA ☒ **Meeting Date:** 11/1/22

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 000.22.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Olympic Consortium Agreement/Contract:

Clallam County participates in the Olympic Consortium along with Jefferson and Kitsap Counties. The Olympic Consortium is tasked with administering the Workforce Development Council and general oversight for the delivery of unified workforce development services across the three-county region. The interlocal agreement establishing the Consortium is due for periodic review.

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?)
Approval of Olympic Consortium Agreement.

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: 10-26-22

* 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)

Contract #
000.22.002

Restated Olympic Consortium Agreement

Pursuant to the
Workforce Innovation and Opportunity Act of 2014
Between

Clallam County, Washington
Jefferson County, Washington
Kitsap County, Washington

October 2022

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RESTATED CHARTER 3

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ARTICLE X 8

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ARTICLE XII 8

RESTATED CHARTER

RECITALS

WHEREAS, Clallam, Jefferson, and Kitsap Counties (collectively, the “Parties”), established the Olympic Consortium in 1983 pursuant to the Job Training Partnership Act of 1982 (JTPA); and

WHEREAS, Clallam, Jefferson, and Kitsap Counties reaffirmed the Olympic Consortium in May 2000, pursuant to the Workforce Investment Act of 1998 (WIA); and

WHEREAS, the Congress of the United States enacted the Workforce Innovation and Opportunity Act of 2014 (WIOA), replacing WIA effective July 1, 2015; and

WHEREAS, under 29 U.S.C.A. § 3122(c)(B)(i) and 20 C.F.R. § 679.310(e), when a local workforce area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials, and, under chapter 39.34 RCW, any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, the Parties wish to update and restate their May 2015 Consortium Agreement to reflect current program requirements;

NOW, THEREFORE, the Parties reaffirm a WIOA Consortium to be governed by the following articles:

ARTICLE I

NAME - The Parties reaffirm the Olympic Consortium (the “Consortium”) as a consortium pursuant to the WIOA.

PURPOSE - The purpose of the Consortium is to:

- A. Affirm the local Workforce Development Council (WDC) for the three-county area;
- B. Appoint members to the local WDC;
- C. Focus on strategic operational and governing principles for the local areas noted in the U.S. Department of Labor’s Training and Employment Guidance Letter (TEGL) 19-14;
- D. Oversee, together with the WDC, the area’s One-Stop system for the delivery of unified workforce development services; and
- E. Perform all other workforce development-related services delegated to the Consortium by the federal government, the State of Washington, or by the Parties.

ARTICLE II

COMPOSITION – The Consortium is composed of the following three counties: Clallam County; Jefferson County; and Kitsap County.

ARTICLE III

SERVICE AREA – The area and population to be served consists of:

- A. Clallam County
- B. Jefferson County
- C. Kitsap County

The Parties will take all steps necessary to ensure that the three-county area is designated a Workforce Development Area pursuant to WIOA.

ARTICLE IV

CONSORTIUM BOARD – The Consortium Board (the “Board”) constitutes the governing body of the Consortium. The Board will exercise all powers, functions, and responsibilities necessary or appropriate to govern the Consortium. The Board may establish rules and procedures (including by-laws) as it deems necessary or appropriate.

- A. **Membership** – The Board is composed of three elected Commissioners from each of the three counties, for a total of nine members.
- B. **Voting** – Each member of the Board has one vote. All decisions of the Board will be made by no less than a majority vote of a quorum at a meeting where a quorum is present.
- C. **Quorum** – A quorum consists of a total of no less than three of the nine members, provided that at least one member from each county is present. Any business affecting a members county must be approved by the board of commissioners of the county affected.
- D. **Chair, Vice Chair, and Second Vice Chair** – The Board will elect a Chair, a Vice Chair, and a Second Vice Chair by a majority vote, at a meeting where a quorum is present, for a term of service not to exceed one year. Officers of the Board will consist of one elected member from each county, and officers will rotate annually through ascension.
- E. **Meetings** – The Board will meet at such times and places as may be designated by the Chair. In the absence of Chair, the Vice Chair will preside over meetings. In the absence of the Chair and Vice Chair, the Second Vice Chair will preside over meetings. In the absence of the Chair, Vice Chair, and Second Vice Chair, a Chair pro-tempore will be elected by a majority of the members present to preside for that meeting only.

F. Duties

- a. Establish by-laws in conjunction with the WDC consistent with the state policy for WDC set forth in WIOA Section 107©29 U.S.C.A. § 3122 and 20 C.F.R. § 679.310.
- b. In partnership with local workforce development council, perform all functions outlined in WIOA Section 107(d)29 U.S.C.A. § 3122 and 20 C.F.R. § 679.370, and summarized as follows:
 - Develop and maintain the 4-year Local Plan
 1. Conduct workforce research and regional labor market analysis to assist in the development and implementation of the local plan
 2. Convene workforce development system stakeholders in the development of the local plan and identify resources to leverage support for workforce development
 - Lead employer engagement efforts
 - Collaborate with education representatives to develop and implement career pathways
 - Identify and promote proven and promising practices
 - Develop and implement strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers
 - Conduct program oversight
 - Negotiate local performance accountability measures
 - Negotiate methods for funding the infrastructure costs of One-Stop centers in the local area
 - Select and monitor One-Stop operators and service providers
 - Ensure adequate availability of career and training services, maximizing consumer choice
 - Coordinate workforce activities with education and training providers
 - Develop, implement, and monitor WIOA budget
 - Assess and enact accessibility for individuals with disabilities

- Certify One-Stop centers in accordance with 20 C.F.R. § 678.800
- G. **WDC Agreement** – The Board will enter into an agreement with the WDC establishing respective roles of the Board and the WDC.

ARTICLE V

- A. **WDC Appointments** – The members of the WDC will be appointed to fixed and staggered terms by the Board, utilizing nomination and appointment procedures established by the WIOA, the State of Washington, and by the Board.
- B. **Consensus and Voting on Appointments** – The business representatives on the WDC shall be recommended for appointment by the Board member in whose county the business member is employed. Non-business representatives on the WDC may be recommended by any Board member. Taken as a whole, WDC membership must reasonably reflect the respective populations of the three counties. The Board will reach consensus on each WDC appointment. If consensus cannot be reached on a given nominee, a alternative nominee will be considered. If the Board cannot reach consensus on the appointment of the alternative nominee for a given position, the Board will vote to determine the appointment.
- C. **Resignation** – Any WDC member may resign by submitting written notice to the WDC Chair, and to the Board. Members must offer their resignations when they retire or otherwise leave a position of optimum policy-making authority in the sector they were appointed to represent.
- D. **Removal** – The WDC may request the Board to remove a WDC member, with or without cause, by a majority vote, provided that at least 15 calendar days' notice of the proposed action has been provided to the member, the WDC, and to the Board. Unexcused absences from three consecutively scheduled WDC meetings may be deemed good cause for removing a member from the WDC.

ARTICLE VI

GRANT RECIPIENT – Kitsap County is the grant recipient for the Consortium and the WDC. As such, Kitsap County will:

- A. Exercise those duties and responsibilities as grant recipient as set forth in federal and state law or as established by the Board; and
- B. Comply with WIOA in respect to property management and procurement; and
- C. Ensure all conditions of grant approval are met, including, but not limited to, compliance with applicable laws, monitoring and reporting requirements, and management of subgrants and contracts.

ADMINISTRATIVE EXECUTIVE DIRECTOR AND STAFF – Kitsap County is the designated entity for employment of administrative executive director and staff that service the Board and WDC.

- A. **Hiring** – Although the administrative executive director assigned to the Board and the WDC will remain an employee of Kitsap County, the WDC in collaboration with the Board shall have authority in the selection and performance review of the administrative executive director.
- B. **Responsibilities** – The administrative executive director and staff are responsible for developing procedures for program planning, fiscal management, evaluating program performance, initiating necessary corrective action for subgrantees and subcontractors, determining whether there is need to reallocate resources, and modifying grants. The administrative executive director and staff will perform their duties consistent with goals and policies developed by the Board and the WDC.
- C. **Conflict of Interest** – The administrative executive director and staff must avoid conflicts of interest by not being the service provider and following the conflict-of-interest policies on all issues where any potential conflict could arise. There is no evident conflict of interest between these two roles.

ARTICLE VII

ALLOCATION OF FUNDS – All funds granted to the Consortium must be allocated and expended among the Parties for programs and services for which they are intended according to state and federal formula, approved plans, grants, and all pertinent laws and regulations.

ARTICLE VIII

LIABILITY – The Parties agree that any liability accruing under WIOA, or related grant agreements, overseen by the Board, will be addressed as follows:

- A. WIOA and other programs overseen and administered by the Consortium will observe the highest standards of grant administration and accounting in order to minimize disallowed costs;
- B. Waivers or offset against future grant revenues will considered in lieu of any cash prepayment of disallowed costs; and
- C. As a last resort, cash liabilities which cannot be discharged in any other manner will be borne by the Parties. Payments will be made by the Parties in proportion to the allocation of all WIOA funds in each of the three counties in the year in which the event causing cash liability occurred.

ARTICLE IX

HOLD HARMLESS AND INSURANCE REQUIREMENTS

- A. Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Parties harmless from any such liability.
- B. In the case of negligence of more than one Party, damages allowed will be levied in proportion to the percentage of negligence attributable to each Party. Each Party agrees to maintain insurance in some manner of at least \$2,000,000 for general comprehensive liability.

ARTICLE X

DURATION, AMENDMENT, WITHDRAWAL, AND TERMINATION OF AGREEMENT

- A. This agreement will take effect upon the date of its execution and will remain in effect indefinitely, unless terminated by the Parties.
- B. This agreement may be amended from time to time upon the affirmative vote of not less than a majority of members present, provided there must be a minimum of two Board members from each county present at a meeting duly called pursuant hereto.
- C. Any Party hereto has the right to withdraw from the Consortium effective July 1 of any year, provided that the remaining members of the Consortium have been given written notification of that Party's intent to withdraw by December 15 of the preceding year.

ARTICLE XI

NO SEPARATE LEGAL ENTITY CREATED – This agreement does not create a separate legal entity.

PROPERTY ACQUISITION AND DISPOSITION – Any real or personal property acquired in connection with this agreement will be held on behalf of the Consortium by Kitsap County in its capacity as fiscal agent. Upon partial or complete termination of this agreement, any such property will be disposed of in accordance with federal, state, and local law.

ARTICLE XII

CERTIFICATION OF AUTHORITY – The Parties, by signatures, certify that they possess full legal authority to enter into this agreement.

[SIGNATURE PAGES FOLLOW]

Approved as to Form

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Legal Counsel

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Approved as to Form

**BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON**

Legal Counsel

MARK OZIAS, Chair

RANDY JOHNSON, Commissioner

BILL PEACH, Commissioner

Approved as to Form

Legal Counsel

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

HEIDI EISENHOUR, Chair

KATE DEAN, Commissioner

GREG BOTHERTON, Commissioner



AGENDA ITEM SUMMARY

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

17
10/31/22

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 10/31/2022

REGULAR AGENDA ☒ **Meeting Date:** 11/08/2022

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract # 19925.22.013-1
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Amendment to the Personal Services Agreement with the Peninsula Trails Coalition for their Olympic Discovery Trail Ambassador Program. The contract and scope of work are extended to 12/31/2023.

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

No additional impact to the budget.

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

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Randy Johnson

Relevant Departments: BOCC, Finance

Date Submitted: 10/25/2022

* 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)



PERSONAL SERVICES AGREEMENT AMENDMENT 1

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

Name: Peninsula Trails Coalition
Address: PO Box 1836
Port Angeles, WA 98362
Phone No: 206-579-4218

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Extension of the termination date to 12/31/2023
- ☒ Extension of the Scope of Work to 2023

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 31st day of May 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25th day of OCT 2022.

Peninsula Trails Coalition

A handwritten signature in blue ink, appearing to read "Linda Hamlen".

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Date: 10/25/2022 2022

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC

Vendor

Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the Olympic Discovery Trail Ambassador Program which is scheduled for June – October, 2023.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWENTY THOUSAND DOLLARS (\$20,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$20,000 to be paid when the contract is fully executed.

OR

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

Name/Position***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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; other (specify) .

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$ _____) for the completed work set forth in Attachment "A."

2. AND

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

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

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 which 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 which 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. The Contractor agrees to defend, indemnify and save harmless the 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 personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
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 bylaw.

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 thirty (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 fifteen (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 ten (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 thirty (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:

Title:

Address:

Telephone:

E-mail:

Fax:

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. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
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 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):

Progress reports shall include, at a minimum, the following:

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:

☒ **COMPREHENSIVE GENERAL LIABILITY:**

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence

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

\$ per occurrence

☐ **WORKERS COMPENSATION:** Statutory amount

☐ **AUTOMOBILE:** coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death \$ per occurrence

Property damage liability \$ 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 insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. 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 twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

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):.