



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, August 22, 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: <http://www.clallam.net/features/meetings.html>

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. Request for waiver of bid/RFP/quote requirements to purchase department vehicle for Syringe Services Program (3c)*

Request for waiver of bid/RFP/quote 

Public Works

3. Agreement with Clallam Conservation District for the Dungeness Off-Channel Reservoir Project

Agreement 

4. Recreation trail easement with Department of Natural Resources for Olympic Discovery Trail from Forks to LaPush

Recreation trail easement 

5. Memorandum of understanding with Clallam County PUD for Carlsborg water supply

Memorandum of understanding 

Board of Commissioners

6. Olympic Workforce Development Council update - Bill Dowling

Update 

Department of Natural Resources - 1 p.m.

*** Quarterly income report**

Report 

General Discussion/Items for Future Agendas

- A. Nuisance Ordinance (August 29)
- B. Joint Meeting with Jamestown S'Klallam Tribe (September 1 at 1 p.m.)
- C. Clallam Conservation District update (September 12)
- D. Joint Meeting with Clallam County PUD (September 12 at 1:30 p.m.)
- E. Small Business Development Update (October 17)
- F. Joint Meeting with Port of Port Angeles (October 24 at 11 a.m.)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2/22/22
3C

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: August 22, 2022

REGULAR AGENDA ☒ Meeting Date: August 23, 2022

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Request for waiver of Bid/RFP/Quote |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Board of County Commissioner's at their August 15, 2022 supported Health and Human Services Department in utilizing the underspent funds from the Overdose to Action Grant from the Department of Health to purchase a department vehicle for the Syringe Services Program. The unspent funds have been approved by DOH (Exhibit A) and will be used to expand our capacity to reach people at risk for overdose throughout the county in areas we don't adequately serve right now, for example, the Sequim area as well as Clallam Bay and other outlying areas where a fixed location to provide this service has been problematic.

As part of this request, Health and Human Services is requesting that the Board of County Commissioner's grant a waiver of Bid/RFP/Quote Requirement, pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560.

Due to market conditions, the inventory shortage of vehicles are at low levels. Supply chain disruptions has further stressed the supply side. Attached to this request are four quotes from two local dealerships and two dealerships located in the Seattle area. Also, attached is a list of vehicles from the Washington State Department of Enterprise Services.

- Price Ford – Quote for a 2022 Ford Transit Connect \$38,520.93 (Currently there is one Transit Connect on the lot, Exhibit B).
- Wilder Auto – Quote for a 2022 Ram Promaster City Cargo Van \$36,442.29 (Currently the dealership does not have any Promaster City Cargo vans on their lot. It is anticipated that they may receive two cargo vans in the next 6 to 8 weeks, but they cannot commit to that timeframe, Exhibit C).
- Dwayne Lane's – Quote for a 2022 Ram Promaster City Cargo Van \$48,687.45 (Currently have cargo vans available, but at a higher price, Exhibit D).

* 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)

OD2A Vehicle - Work Session August 22, 2022
Revised: 3-04-2019

- Seattle Jeep – Quote for a 2022 Ram Promaster City Cargo Van \$43,362.13 (have cargo vans available, but at a higher price, Exhibit E).
- Washington State Department of Enterprise Services – The current menu list includes 28 vehicles, ranging from large cargo vans to mini passenger vans. Of the 28 vehicles, two small cargo vans were listed, but were not in stock. They are uncertain when more vehicles will be available (Exhibit F).

Per Chapter 3.12.080, Single Source vendors (1) Solicitation of bids may be dispensed with where the purchases are clearly and legitimately limited to a single source of supply or which involves special facilities or market conditions. Terms may be established by direct negotiation.

Based on the above quotes, Wilder Automotive is \$2,078 less expensive than Price Ford, but due lack of inventory and the fact that Wilder Automotive does not know when the Ram Promaster City will arrive, Price Ford appears to be the only viable choice.

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?** ☐

A budget modification will be required.

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

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: August 17, 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)



***REQUEST FOR WAIVER OF
BID/RFP/QUOTE REQUIREMENT***

Department: **Health and Human Services**

Date: August 17, 2022

Contract Number: CLH31005

Pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560, a waiver of the Bid/RFP/Quote requirement for purchases of goods or services is requested.

Goods or Services to be Purchased: 2022 Ford Transit Connect

Cost of Purchase: \$38,520.93

Vendor to be Awarded Contract: Price Ford

I certify that after diligent inquiry, to the best of my knowledge the vendor indicated above is the sole provider of the goods/services detailed in this document.

By: 
County Official Signature

Approved this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

EXHIBIT A

DEPARTMENT OF

HEALTH EMAIL

LoPiccolo, Kevin

From: Shankar, Anjali (DOH) <Anjali.Shankar@doh.wa.gov>
Sent: Tuesday, August 16, 2022 2:53 PM
To: McLane, Karissa
Cc: Crabb, Deanna; LoPiccolo, Kevin; Oppelt, Jennifer; AlHakim, Lisa; House-Higgins, Carolyn (DOH)
Subject: RE: Year 3 OD2A budget for vehicle allowance

Hey!

Thanks for sending this over. Please go ahead with the purchase!

Thanks,
Anjali

From: McLane, Karissa <karissa.mclane@clallamcountywa.gov>
Sent: Tuesday, August 16, 2022 11:33 AM
To: Shankar, Anjali (DOH) <Anjali.Shankar@doh.wa.gov>
Cc: Crabb, Deanna <deanna.crabb@clallamcountywa.gov>; LoPiccolo, Kevin <kevin.lopiccolo@clallamcountywa.gov>; Oppelt, Jennifer <jennifer.oppelt@clallamcountywa.gov>; AlHakim, Lisa <lisa.alhakim@clallamcountywa.gov>
Subject: FW: Year 3 OD2A budget for vehicle allowance

External Email

Thanks DeeDee!

Anjali, here is our updated budget workbook, reflecting the changes discussed for the vehicle purchase. Thank you so much for supporting this initiative!

From: Crabb, Deanna <deanna.crabb@clallamcountywa.gov>
Sent: Tuesday, August 16, 2022 11:24 AM
To: McLane, Karissa <karissa.mclane@clallamcountywa.gov>
Subject: Year 3 OD2A budget for vehicle allowance

Hi Karissa,
Attached is the revised OD2A budget to allow for the vehicle purchase.
When you submit it, will you please cc: me.
Thank you,
DeeDee

EXHIBIT B

QUOTE FROM PRICE

FORD



Date: 8/12/2022
Salesperson: Michael Warren
Manager: Mark Ostroot
Customer ID #: 35012168453

FOR INTERNAL USE ONLY

CUSTOMER CLALLAM COUNTY HEALTH AND HUMAN SERVICES, KEVIN Home Phone: _____
111 E 3RD ST
Address: PORT ANGELES, WA 98362-3009 Work Phone: (360) 417-2523
E-Mail: kevin.lopiccolo@clallamcountywa.gov Cell Phone: _____

VEHICLE

Stock #: N22130 New / Used: New VIN: NM0LS7S2XN1530778 Mileage: 6
Vehicle: 2022 Ford Transit Connect Color: FROZEN WHITE ME
Type: XL Cargo Van LWB S7S

Market Value Selling Price	33,290.00
Pulse	399.00
North West Protection Package	1,299.00
Total Purchase	34,988.00
Doc Fee	200.00
Tax	3,113.93
Registration Fees	219.00
Cash Deposit	.00
Balance	38,520.93

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

EXHIBIT C

QUOTE FROM

WILDER AUTOMTIVE

exclusively for Clallam County Health & Human Services

By: Tony Innocenzi

VEHICLE INFORMATION

August 09, 2022

STOCK #	-	YEAR	<u>2022</u>
VIN #	_____	MAKE	<u>Ram</u>
MILEAGE	<u>11</u>	MODEL	<u>ProMaster City Cargo Van</u>
ENGINE	<u>2.4</u>	STYLE	<u>Tradesman Van</u>
TRANS.	<u>Automatic</u>	COLOR	

VEHICLE EQUIPMENT LIST

4-Cyl 2.4 Liter	Camera: Backup/Rear
ABS (4-Wheel)	Cruise Control
Air Bags (Side): Front	Electronic Rollover
Air Bags: Dual Front	Electronic Stability
Air Bags: Head Curtain	FWD
Air Bags: Knee	Hill Start Assist
Air Conditioning	Power Door Locks
AM/FM Stereo	Power Steering
Automatic 9-Spd	Power Windows
Bluetooth Connection	Tilt & Telescoping Wheel

Sale Price	<u>\$33,065.00</u>
Trade Value	<u>\$0.00</u>
Factory Cash	<u>\$0.00</u>
+ Tax	<u>\$2,942.79</u>
Documentary Fee	<u>\$200.00</u>
+ Payoff	<u>\$0.00</u>
+ Fees	<u>\$234.50</u>
Balance Due	<u>\$36,442.29</u>

-- All payments and rate quotes are approximate and subject to approved credit --

Clallam County Health & Human Services Acceptance _____

Dealer Signature

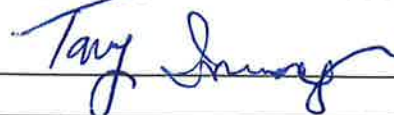


EXHIBIT D

QUOTE FROM

DWAYNE LANE'S

LoPiccolo, Kevin

From: Riley Cunningham <rcunningham@dwaynelanecdjr.motosnap.com>
Sent: Tuesday, August 9, 2022 3:50 PM
To: LoPiccolo, Kevin
Subject: RE:Black Promaster City
Attachments: Clallam-County-Promaster-Purchase.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged



10515 Evergreen Way | Everett, WA 98204
425-267-9000 | [DwayneLaneChryslerJeepDodge.com](https://www.dwaynelane.com/)

Hi Kevin,

My name is Riley Cunningham and I work alongside Luigi Delvecchio. I will be helping you out with the pricing. I am so sorry that email ended up in your junk folder -- thank you for checking! Attached to this email is the out-the-door pricing for the black Promaster City. Please let me know if you have any questions or if I can clarify any of the figures.

Thank you for your interest. I look forward to hearing back from you!

Best,

Riley Cunningham I Sales Consultant

Dwayne Lanes Chrysler Dodge Jeep Ram

<https://www.dwaynelane.com/>

C: (425) 328-4635

O: (425) 267-9000

rcunningham@dwaynelanecdjr.motosnap.com

-----Original Message-----

From: "LoPiccolo, Kevin" [mailto:"LoPiccolo, Kevin"]

Sent: 8/9/2022 2:21:47 PM

To: "Luigi Delvecchio"

Subject: RE:Black Promaster City

Hi Mr. Delvecchio,

Date/Time: Aug 9, 2022 03:36 PM

Buyer: Kevin Lopiccolo

Phone: C: 4257732738

Port Angeles, WA 98362

Salesperson: Riley Cunningham

Salesperson: Luigi Delvecchio

2022 Ram ProMaster City Wagon, Body Type: Full-size Passenger Van

N6W71659

Color: Black Metallic, 19 Miles VIN: ZFBHRFAB8N6W71659

Purchase	0 Months @ 0%
\$ Down	Est. \$/Monthly
\$0	\$48,687

MSRP/Retail	\$43,725.00
Selling Price	\$43,725.00
Government Fee	\$300.00
Proc/Doc Fee	\$202.50
Total Taxes	\$4,459.95
Amount Financed	\$48,687.45

X

Customer Signature

Date

X

Manager Signature

Date

EXHIBIT E

QUOTE FROM SEATTLE

JEEP

LoPiccolo, Kevin

From: Eugene Converse <Eugene@seattlejeep.com>
Sent: Wednesday, August 10, 2022 9:54 AM
To: LoPiccolo, Kevin
Subject: Fw: Docs from CDJR of Seattle

Follow Up Flag: Follow up
Flag Status: Flagged

From: Eugene Converse <geneconverse@gmail.com>
Sent: Wednesday, August 10, 2022 9:52 AM
To: Eugene Converse <Eugene@seattlejeep.com>
Subject: Docs

AUG 10, 2022 F41 - DEAL WORKSHEET

Store 02 FANDI01 B20/6675 4770

2 CHRYSLER DODGE JEEP RAM OF SEATTLE

2022 RAM PROMASTER CITY CITY WAGON
LIFE CO:

1 DEAL #	48971	9 TRADE #1	16 DOC FEE	200.00
2 DEAL DATE	08/10/2022	10 PAYOFF #1	17 WARR PREM	0.00
3 STOCK #	W50505	11 DEPOSIT	18 GAP PREM	
		12 CASH DOWN		
4 PRICE	37825.00	13 REBATE	0.00	19 MSRP
TOTAL AFTMKT	399.00			20 BALLOON
5 TERM	1	14 REGISTERED STATE	WA	21 PYMT DATE 09/24/2022
		15 COUNTY CODE		
6 RATE	0			
7 DAYS	45	GOVT FEES	905.50	AMT FINANCED 43362.13
8 PAY/YEAR	12	TAXES	4032.63	
		RO/PO #1		LIFE:
		RO/PO #2		LEVEL:
		RO/PO #3		ALH:
				IUI CO:

STATUS

! PLEASE ENTER BUYERS EMAIL ADDRESS!

(LINE#) (M-MODIFY) (7-CMD LIST)

SHIFT F1=FKEYS BANK-CHRYSLER CAPITAL

MONTHLY PYMT (I)

43362.13

EXHIBIT F

DEPARTMENT OF

ENTERPRISE SERVICES

Contract Automobile Request System (CARS)



Contract Vehicle Menu

☒ Vehicles ☐ Forklifts

[CARS Purchaser Instructions](#) [Subscribe/Unsubscribe Vehicle Notifications](#)

Category: **Vans - Cargo & Passenger (Mini, Regular & Extended)** Alt. Options ☐ Drive Train: **-- Select --** Manufacturer: **-- Select --** Year: **-- Select --**

	Contract #	Alt Options	Vehicle Description	Drive Train	Year	Manufacturer	Dealer	Base Price	Cutoff Date	Available	In-Stock	Comments	Last Update
	05916		2023 Chevrolet Express 2500 C/V	2WD	2023	Chevrolet	Bud Clary Chevrolet	\$29,150.94	06-19-2022	No	No	No upgrade motor options available for 2023MY per GM-06/14/22	06-20-2022
	05916		2023 Chevrolet Express Passenger Van 2500 (CG23406)	2WD	2023	Chevrolet	Bud Clary Chevrolet	\$34,653.00	06-19-2022	No	No	No upgrade motor options available for 2023MY per GM-06/14/22	06-20-2022
Create quote	05916	ALT #	2023 Ford E-Transit Full-Size Cargo Van -- Battery Electric Vehicle (BEV)	2WD	2023	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$53,037.00	09-07-2022	Yes	No	Ford has announced Final Order Due Date 09/07/2022. This date can change, please order early! NOTE: GAS Transits are in VAN category, undclick blue ALT box before searching.	07-07-2022
Create quote	05916		2023 Ford Transit Full-Size Passenger Van	2WD/AWD	2023	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$47,392.00	09-07-2022	Yes	No	Ford has announced Final Order Due Date 09/07/2022. This date can change, please order early!	07-05-2022
Create quote	05916	ALT #	2023 Ford E-Transit Full-Size Cab & Chassis -- Battery Electric Vehicle (BEV)	2WD	2023	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$49,271.00	09-07-2022	Yes	No	Ford has announced Final Order Due Date 09/07/2022. This date can change, please order early!	07-05-2022
Create quote	05916	ALT #	2023 Ford E-Transit Full-Size Cutaway -- Battery Electric Vehicle (BEV)	2WD	2023	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$48,729.00	09-07-2022	Yes	No	Ford has announced Final Order Due Date 09/07/2022. This date can change, please order early!	07-05-2022
Create quote	05916		2023 Ford Transit Full-Size Cargo Van	2WD/AWD	2023	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$41,057.00	09-07-2022	Yes	No	Ford has announced Final Order Due Date 09/07/2022. This date can change, please order early!	07-05-2022
Create quote	05916		2023 Ford Transit T250 Cab and Chassis	2WD	2023	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$37,595.00	09-07-2022	Yes	No	Ford has announced Final Order Due Date 09/07/2022. This date can change, please order early!	07-07-2022

Contract Vehicle Menu

Create quote	05916		2023 Ford Transit T250 Cutaway	2WD	2023	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$37,072.60	09-07-2022	Yes	No	Ford has announced Final Order Due Date 09/07/2022. This date can change, please order early!	07-07-2022
	05916		2022 Chevy Express Cargo Van 2500/3500	2WD	2022	Chevrolet	Bud Clary Chevrolet	\$25,571.00	10-04-2021	No	No		
	05916		2022 Chevrolet Express Passenger Van 2500	2WD	2022	Chevrolet	Bud Clary Chevrolet	\$29,873.00	10-04-2021	No	No		06-20-2022
	05916		2022 Ford Transit Connect Mini Cargo Van	2WD	2022	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$23,075.00	11-10-2021	No	No	06/08/22: 2023MY should be available for ordering by 09/01/22.	06-08-2022
	05916		2022 Ford Transit Connect Mini Passenger Van	2WD	2022	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$25,655.00	11-10-2021	No	No	06/08/22: 2023MY should be available for ordering by 09/01/22.	06-08-2022
	05916	ALT	2022 Ford Transit Full-Size Cargo Van	2WD/AWD	2022	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$28,177.00	10-28-2021	No	No		06-30-2022
	05916	ALT	2022 Ford Transit Full-Size Passenger Van	2WD/AWD	2022	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$34,396.00	10-28-2021	No	No		06-28-2022
	05916	ALT	2022 Ford E-Transit Full-Size Cargo Van -- Battery Electric Vehicle (BEV)	2WD	2022	Ford	Bud Clary Ford Hyundai (formerly Columbia Ford)	\$46,401.00	03-31-2022	No	No		06-28-2022
Create quote	05916		2022 M-B Sprinter 2500 Cargo	2WD/4WD	2022	Mercedes-Benz	Gee Automotive Liberty Lake LLC	\$38,600.00		Yes	No		
Create quote	05916		2022 M-B Sprinter 3500 Cargo Van 9990 GVWR	2WD/4WD	2022	Mercedes-Benz	Gee Automotive Liberty Lake LLC	\$39,483.00		Yes	No		
	05916	ALT	2022 Toyota Sienna Hybrid CVT / FWD	4WD	2022	Toyota	Toyota of Yakima	\$34,260.00	11-01-2021	No	No	Toyota has notified us that they are sold out for Model year 2022. sorry for inconvenience. Next update when we get 2023 models.	
	05916	ALT	2021 Chrysler Pacifica	2WD/4WD	2021	Dodge	Northsound Dwayne Lane	\$29,998.00	04-07-2021	No	No	Option for Hybrid models. Option for ALL-Wheel Drive	
	05916		2021 Dodge Ram Promaster 1500 Cargo Van Low Roof VF1L11, 21A	2WD/4WD	2021	Dodge	Northsound Dwayne Lane	\$28,690.00	12-28-2020	No	No	High roofs, 2500, 3500, 3500Ext, and 4 Lengths available.	
	05916		2021 M-B Sprinter 2500	2WD/4WD	2021	Mercedes-Benz	Gee Automotive	\$35,062.00	02-14-2022	No	No		

			Cargo				Liberty Lake LLC						
	05916		2021 M-B Metris 7 Passenger Van	2WD	2021	Mercedes-Benz	Gee Automotive Liberty Lake LLC	\$29,570.00	02-14-2022	No	No		
	05916		2021 M-B Sprinter 1500 Passenger 8550	2WD	2021	Mercedes-Benz	Gee Automotive Liberty Lake LLC	\$37,146.00	02-14-2022	No	No		
	05916		2021 M-B Metris Cargo	2WD/4WD	2021	Mercedes-Benz	Gee Automotive Liberty Lake LLC	\$29,570.00	02-14-2022	No	No		
	05916		2021 M-B Sprinter 3500 Cab Chassis 11,030 GVWR RWD DRW	2WD/4WD	2021	Mercedes-Benz	Gee Automotive Liberty Lake LLC	\$35,724.00	02-14-2022	No	No		
	05916		2021 M-B Sprinter 2500 Crew Van 9050 GVWR RWD	2WD/4WD	2021	Mercedes-Benz	Gee Automotive Liberty Lake LLC	\$35,401.00	02-14-2022	No	No		
	05916		2021 M-B Sprinter 3500 Cargo Van	2WD/4WD	2021	Mercedes-Benz	Gee Automotive Liberty Lake LLC	\$34,564.00	02-14-2022	No	No		





3
8/22/22

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 8-22-22**

REGULAR AGENDA ☒ **Meeting Date: 8-30-22**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-22-007 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is an interlocal agreement between Clallam County and the Clallam Conservation District. The Conservation District received some funding from the WA Conservation Irrigation Efficiencies program, which they will pass through to the County to assist us to pay for additional cultural resource work and engineering for the Dungeness Off-channel Reservoir project. This agreement was presented to and approved by the Clallam Conservation District Board on 8-9-22, and has a relatively short time period since all work must be completed and invoices sent to the Conservation District by May 15, 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?** ☐

This will provide up to \$250,000 of revenue to pay for the additional cultural resources and some design components of the Dungeness Reservoir project. The budget change form is in process.

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

Please sign the interlocal agreement. It has been reviewed by the Deputy Prosecuting Attorney.

County Official signature & print name: Mary Peterson for Joe Donisi

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

Relevant Departments: Public Works and Parks, Fairs, & Facilities

Date submitted: 8-16-22

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

CCD-BOCC Agenda Item Summary (8-16-22) (002)

** 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

**Interlocal Agreement
BETWEEN
CLALLAM CONSERVATION DISTRICT
AND
CLALLAM COUNTY**

THIS AGREEMENT, pursuant to the Interlocal Cooperation Act as amended and codified in Chapter 39.34 of the Revised Code of Washington which provides for interlocal cooperation between governmental entities, is made and entered into by CLALLAM CONSERVATION DISTRICT, hereinafter referred to as the "DISTRICT", and by CLALLAM COUNTY, hereinafter referred to as the "COUNTY".

THE PURPOSE OF THIS AGREEMENT: is to specify the roles of the DISTRICT and the COUNTY regarding responsibilities relating to support funding for the Dungeness Off-Channel Reservoir.

GENERAL INFORMATION:

Clallam Conservation District

District Manager:	Kim Williams
Email:	kim.williams@clallamcd.org
Phone:	360-775-2297

Send invoicing to:

Bookkeeper:	Judy Minnoch
Email:	judy.minnoch@clallamcd.org
Mailing address:	228 West First Street, Suite H Port Angeles WA 98362

CLALLAM COUNTY

Water Resources Program Manager:	Carol Creasey
Email:	carol.creasey@clallamcountywa.gov
Phone:	(360) 417-2424
Address:	223 East 4 th Street, Suite 6 Port Angeles, WA 98362-3000

PROJECT TITLE:

Off-Channel Reservoir Cultural Resources and Design support funding for **\$250,000.00**

IT IS MUTUALLY UNDERSTOOD THAT:

These funds will help to support the design, engineering and planning of the Dungeness Off-Channel Reservoir Project. This project will benefit all people of Clallam County by providing off-channel water storage and water availability to Irrigation Districts and aquifer recharge in the eastside of the Dungeness River in the Sequim area. This Agreement mutually benefits the DISTRICT and the COUNTY whereas the COUNTY is the technical lead on the project and the DISTRICT has secured grant funds to support the development of completion of cultural resources and advancement of 60% design the Dungeness Off-Channel Reservoir. It is also understood that The Dungeness Off-Channel Reservoir will reduce the water diversions from the Dungeness River which help maintain proper in stream flows for ESA listed fish. This stored water will be available for the Irrigation Districts and will help to ensure irrigation water during certain times of the year. This Agreement shall not relieve either party of any obligation or responsibility imposed upon it by law.

The COUNTY agrees to:

Perform the work within this agreement and provide supporting documentation in both electronic and hardcopy form, for each item in the scope of work as reimbursement is requested.

SCOPE OF WORK: All task costs listed are estimated as close as possible.

1. Additional Cultural Resources Review \$25,000

This work will include a pedestrian survey, completion of up to 100 shovel probes and Recon -level survey

Following support design work to be completed by May 15th 2023

2. Topographic Boundary Surveys \$109,000

- a) Topographic Survey of Highland Irrigation (HID) intake facilities.
- b) Topographic Survey of HID main canal, from intake to H1
- c) Topographic survey of area near Independent Canal intake and screen to support design of spillway outfall
- d) Reservoir parcel boundary survey

3. Verify capacity of the Highland Irrigation District Main Canal \$4,000

4. Water Quality Analysis for Irrigators \$12,000

5. Borings and Observation Well \$93,000

6. Highland Irrigation District Drought Pumping Evaluation \$7,000

Total for support work **\$250,000**

The DISTRICT agrees to:

- 1. Reimburse the COUNTY up to, but not exceeding \$250,000 for support funding for services contributing to 60% design of the Dungeness Off-Channel Reservoir.
- 2. Pay the COUNTY within 45 days of receipt of invoices from the COUNTY meeting the requirements of this agreement.

TERM OF AGREEMENT: This Agreement becomes effective on the date of the final approved signature and shall remain in effect until June 30, 2023.

TERMINATION: This agreement may be terminated under the following conditions, provided, the COUNTY will receive payment, as outlined in this Agreement, for all work completed in a satisfactory manner, through the date of termination:

- a) By the DISTRICT, if it determines, in its sole judgment that the COUNTY is failing to perform its duties as required under this agreement.
- b) By the DISTRICT, if it is no longer the recipient of grant funding for this project: and

c) By the COUNTY, if the DISTRICT fails to meet its obligations under this Agreement in a timely manner.

AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the party's signatory to this Agreement.

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

INDEMNIFICATION- To the fullest extent permitted by the law, the COUNTY and the DISTRICT shall indemnify, defend, and hold harmless each other, their boards, agents, and employees from and against all claims for injuries or death arising out of or resulting from performance of this agreement.

CLALLAM CONSERVATION DISTRICT

CLALLAM COUNTY

 8-9-22
 Christy Cox, Chair Date
 BEN SMITH, Vice Chair

Commissioner Mark Ozias, Chair Date
 Clallam County Board of Commissioners

 8/9/22
 Kim Williams Date
 Clallam Conservation District Manager

 8/12/22
 Prosecuting Attorney's Office Date



AGENDA ITEM SUMMARY

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

4
8/22/22

Department: Roads / pw

WORK SESSION ☒ Meeting Date: 09/22/2022

REGULAR AGENDA ☒ Meeting Date: 09/30/2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 50-103160 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Natural Resources is granting us an easement for a portion of Olympic Discovery Trail from Forks to La Push. This easement is a 150 foot wide corridor that comprises approximately 9.5 acres.

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?** ☒

\$32,000.00

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

Approve

County Official signature & print name: Steve Gray

A handwritten signature in blue ink, appearing to read "Steve Gray".

Name of Employee/Stakeholder attending meeting: Steve Gray & Linda Capps

Relevant Departments: Roads

Date submitted: 08/17/2022

* 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)

When recorded return to:
Department of Natural Resources
Olympic Region
Attn: Cathy Baker
411 Tillicum Lane
Forks, WA 98331



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

COUNTY RECREATION TRAIL EASEMENT

Grant of Easement:

Grantor(s): STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Grantee(s): CLALLAM COUNTY

Legal Description: Portion of the W1/2 of Section 21, Township 28 North, Range 14 West, W.M, Clallam County, WA.

Assessor's Property Tax Parcel or Account Number: 142821200000

Cross Reference: N/A

DNR Easement No. 50-103160

This Easement is between CLALLAM COUNTY, a political subdivision of the State of Washington, acting by and through the Board of Clallam County Commissioners herein referred to as "Grantee" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of _____ "Effective Date".

Conveyance. State, for the consideration of THIRTY TWO THOUSAND AND NO/100 DOLLARS (\$32,000), and the terms and conditions specified, hereby, grants and conveys to the Grantee a non-exclusive 150-foot width easement in gross for the sole purpose of construction, operation, use, and maintenance of a not-for-profit, non-motorized, public recreational trail, over and across a parcel of land in Clallam County, legally described on that record of survey recorded in Clallam County, Washington on May 26, 2022 under Auditor File Number AFN# 2022-1438376 and by this reference made apart hereof ("Easement Area").

The purpose of this Easement shall not be changed or modified without the consent of the State, which shall be at its sole discretion. Any unauthorized use of the Easement Area shall be considered a material breach of this Easement.

Term. The Easement shall be perpetual unless terminated as set forth hereafter.

Assignment. Neither this Easement, nor any of the rights granted herein, shall be assigned without prior written consent of State.

Organized Events. Grantee shall not allow organized events in the Easement Area. Organized events are defined as pre-planned gatherings of thirty (30) or more people for the purpose of using the Easement Area. Grantee shall apply for a separate license from State at least thirty (30) days prior to the event date. State may approve, disapprove, or condition any such request at its sole discretion.

Reservations: State reserves all rights incident to fee ownership of the Easement Area and all profits thereon (including timber). States reserves the right of use of the Easement Area for any purpose including but not limited to the right to remove profits within the Easement Area; the right at all times to cross and re-cross the Easement Area at any place or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area. State reserves the right to grant to third parties any and all rights reserved.

Permittees. Grantee may permit the public, its respective employees, agents, contractors, and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein on the Easement Areal. Acts or omissions of Permittees operating under this Easement shall be deemed an act of Grantee. Restrictions or requirements placed on Grantee herein shall apply equally to Permittees.

Temporary Closure. State reserves the right to temporarily close the Easement Area or portions thereof, prohibit use, or limit access when State determines, at its sole discretion, such closure is necessary to protect public safety, natural resources or other property, or when continued use interferes with State management activities. State is under no obligation to post or otherwise provide public notice of such closures or restricted access.

When Grantee is notified by State more than 15 days in advance of State's land management activities that will affect the Easement Area, (1) Grantee shall close applicable portions of the Easement Area prior to and during these activities; and, (2) Grantee is solely responsible for notifying the public of State's activities and any closures of the Trail prior to the activity.

State Land Management Activities. The Grantee shall not interfere with State's land management activities in or adjacent to the Easement Area. The State is committed to minimize impacts to the Trail during such land management activities. The Grantee is responsible for all repairs to the Easement Area resulting from State's land management

activities.

Compliance with Laws. Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, or requirements of any public authority affecting the Easement Area and the use thereof. Upon request, Grantee shall supply State with copies of permits or orders.

Export Restrictions. Any export-restricted timber originating from state land under this Easement shall not be exported until processed. Grantee shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export-restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Grantee knowingly violates any of the prohibitions in WAC 240-15-015, Grantee shall be barred from bidding on or purchasing export restricted timber as provided. Grantee shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)), which prohibits the export of unprocessed western red cedar logs harvested from state lands.

Public Use. Grantee agrees that public recreational use of State's property under the terms of this Easement shall not prevent State from enjoying the full economic benefit from land involved in such use. Grantee further agrees not to object to or oppose any lawful management activity by State on its lands or the State's temporary closure or restrictions on use of the Easement Area resulting from such management activities.

Compliance with Habitat Conservation Plan. The Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. TE812521-1 as supplemented by Permit No. 1168 (collectively "TTP"). As long as the Habitat Conservation Plan remains in effect, Grantee and all contractors, subcontractors, invitees, agents, employees, licensees or permittees acting under Grantee shall comply with the terms and conditions set forth in Exhibit A while operating on the Easement Area.

Protection of Natural Resources and Improvements. Grantee shall take all reasonable precautions to prevent or minimize damage to natural resources (vegetation, wildlife, soil, water, etc.) and improvements (trails, crops, buildings, roads, etc.) within the Easement Area. Grantee shall cut no State timber, remove no State-owned valuable material (as defined in RCW 79.02.010(12) plus coal, minerals, oil or gas), disturb or remove any cultural, historical or paleontological (fossil) resources, without prior written consent of State, and, compensation when applicable. Damage to timber, crops and improvements not identified and paid for under the terms and conditions of this Easement shall be appraised by State. Grantee shall be liable for said damages at the appraised rate.

Indemnity. Grantee shall indemnify, defend with counsel acceptable to State, and hold harmless State, its employees, officers, and agents from any and all liability, damages,

expenses, causes of action, suits, claims, costs, fees (including attorney's fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Area by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or other Permittees, including but not limited to the use, storage, generation, processing, transportation, handling, disposal, release, or threatened release of any hazardous substance or materials. To the extent that RCW 4.24.115 applies, Grantee shall not be required to indemnify State from State's sole or concurrent negligence. This indemnification shall survive the expiration or termination of the Easement. Grantee waives its immunity under Title 51 RCW to the extent required to indemnify the State.

Insurance. Before using any of said rights granted herein and at its own expense, the Grantee shall obtain and keep in force during the term of this Easement and require its agents, contractors, sub-contractors, or other permittees to obtain while operating on the Easement area, the following liability insurance policies, insuring Grantee against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in the termination of the Easement at State's option. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later versions of CA 00 01. Grantee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- (d) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and employees of any contractors, sub-contractors or other Permittees. Except as prohibited by law, Grantee(s) waives all rights of

subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

Before using any said rights granted herein, Grantee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference State's easement number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

Grantee shall include all agents, contractors, sub-contractors and other permittees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each. Contractors, sub-contractors and other Permittees must comply with all insurance requirements stated herein. Failure of contractors, sub-contractors and other Permittees to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this Easement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Grantee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Easement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to State in this Easement.

If Grantee is self-insured or a member of a liability pool, evidence of its status as a self-insured entity shall be provided to the State. If requested by the State, Grantee must describe its financial condition and the self-insured/liability pool funding mechanism. If Grantee is self-insured or is a member of a liability pool, then the State, or any other third party, need not be named as additional insureds under the self-insurance / liability pool coverage policies if said policies prohibit the Grantee from naming third parties as additional insureds.

Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement

Area, except as approved by State. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*) as administered by the US Environmental Protection Agency, or the Washington Model Toxic Control Act (MTCA RCW 70.105D) as administered by the State Dept. of Ecology.

Grantee shall immediately assume responsibility for a hazardous substance release (spill) caused by Grantee or its Permittees on or adjoining the Easement Area.

As responsible party, Grantee shall:

- Immediately notify all necessary emergency response agencies, as required under federal, state and local laws, regulations, or policies.
- Following emergency response agency notifications, notify State (Dept. of Natural Resources) of all spill releases and Grantee actions completed for spill reporting and actions planned or completed toward spill cleanup. State notification requirements are “same business day” notification for normal state work days and “next available business day” notification for weekends and holidays.
- At Grantee's sole expense, conduct all actions necessary to mitigate the spill release. Mitigation response actions may include, but are not necessarily limited to, initial release containment, follow-up site cleanup and monitoring actions, and continued contact and coordination with regulators and State, as defined under the aforementioned laws, regulations, policies and this agreement.
- Other than performing initial emergency response cleanup/containment actions; obtain approvals in advance of all site cleanup actions (e.g. site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on State lands, in coordination with regulatory agencies and State.
- Obtain and understand all necessary hazardous substance spill release notification and response mitigation requirements, in advance of conducting Grantee operations on State land.

Survey Markers. Grantee shall not destroy any land survey corner monuments and/or reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road

construction or maintenance activities must be adequately referenced and replaced, at the Grantee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

Cultural Resources and Inadvertent Discovery

Inadvertent Discovery of Human Skeletal Remains (RCW 68.50.645, RCW 27.44.055, and RCW 68.60.055). Disturbance of human skeletal remains is subject to felony criminal prosecution and fines under state law. If Grantee's ground disturbing activities encounter human skeletal remains, then Grantee shall cease all activity that may cause further disturbance to those remains. Grantee shall secure and protect the area of the find from further disturbance and report the presence and location of the remains to the medical examiner/coroner and local law enforcement in the most expeditious manner possible as required by law. Grantee shall further notify the State of the presence and location of such remains and confirm notification to the coroner/medical examiner and local law enforcement. Grantee shall not touch, move or further disturb the remains and shall cooperate with state and local authorities. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the State and the Department of Archaeology and Historic Preservation (DAHP), which will then take jurisdiction over the remains. DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. DAHP and the State will consult with the affected parties as to the future preservation, excavation, and disposition of the remains.

Ground Disturbing Activities. Ground Disturbing Activities occur when the ground is compacted, traversed, or cut and may include such activities as blading, excavation, grading, grubbing, leveling, potholing, and trenching. Ground disturbances can also occur from vehicular traffic including heavy equipment (excavators, backhoes, bulldozers, boring, trenching and earthmoving equipment, etc.), heavy trucks (large four wheel drive trucks, dump trucks and tractor trailers, etc.), and from the use of hand tools (shovels, pick axe, posthole digger, etc.).

Cultural Resources Survey. State may require that the Grantee retain a qualified professional to perform cultural resources surveys for the Easement Area (Survey) prior to construction activities. State may require the Survey to address archaeological, built environment, and traditional cultural places. The qualified professional shall meet the United States Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) for Archeology and Historic Preservation, found at https://www.nps.gov/history/local-law/arch_stnds_9.htm, or as otherwise required by DAHP. All cultural resource work must comply with RCW 27.53 and RCW 27.44. State's approval is required before Grantee finalizes or submits the professional

reports, archaeological site forms, and other cultural resource documents to regulatory agencies.

Cultural Resources Monitoring. When cultural resources monitoring is required by State or regulatory agencies, the Grantee shall submit for State's approval a Cultural Resources Monitoring Plan (Monitoring Plan). If Grantee encounters cultural features, artifact concentrations, bone, or intact archaeological during monitoring, Grantee shall halt work in the immediate vicinity and take the appropriate steps as outlined in the Monitoring Plan.

Operational Restrictions. Site-specific operational requirements are listed in Exhibits B, C, D E and F. Non-compliance with these requirements shall constitute a breach of this easement and may result in State suspending use of the Easement Area until the breach is remedied.

Construction/Reconstruction. Sixty (60), days prior to any construction or reconstruction by Grantee on the Easement Area, Grantee shall submit a written plan of construction to State outlining the construction or activity for State's approval, which shall not be unreasonably withheld. In the event of an emergency requiring immediate action to protect person or property, Grantee may take reasonable corrective action without prior notice to State. All construction or reconstruction shall comply with applicable state or local laws.

Construction/Reconstruction Performance Bond. Grantee shall require its contractor to furnish it with a performance bond from a surety company admitted and licensed in the State of Washington using the Performance Bond form published by, and available from, the American Institute of Architects, form A312. The Performance Bond shall be in an amount equal to one hundred percent of the contract between the contractor and Grantee, plus sales tax, to guaranty the contractor's faithful performance of all work under the contract within the time prescribed and in compliance with the contracts terms and conditions. The bond must remain in full force and effect until DNR provides Grantee with certification of Final Project Completion. Grantee, or its contractor, shall pay all bond premiums, costs and incidentals for the Performance Bond.

Construction/Reconstruction Payment Bond. Grantee shall require its contractor to provide it with a payment bond (material and labor bond) from a surety company admitted and licensed in the State of Washington using the Payment Bond form published by, and available from, the American Institute of Architects, form A312. The Payment Bond shall be in an amount equal to one hundred percent of the contract between the contractor and Grantee to satisfy all claims of material suppliers and of mechanics and laborers employed by the contractor to perform the work for Grantee. The bond must be maintained for a period of one year after DNR provides certification of Final Project Completion. Grantee, or its contractor, shall pay all bond premiums, costs and incidentals for the Payment Bond.

Prior to executing a change order that, cumulatively with previous change orders, increases the contract award amount by 15% or more, the contractor shall provide either new payment and

performance bonds for the revised contract sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The contractor shall likewise provide additional bonds or riders when subsequent change orders increase the contract sum by 15% or more.

Right of Inspection. Grantee shall require that the contractor provide DNR access to the construction site in order to monitor and evaluate performance of the work. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the contractor's business or work.

Maintenance, Repair, and Improvements. Grantee shall have sole responsibility for the maintenance, repair and improvement of the Trail to county and applicable State standards.

Weed Control/Pesticides. The Grantee shall control at its own cost, all noxious weeds on any portion of the Easement Area herein granted. Such weed control shall comply with county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 17.10 RCW). The Grantee shall be responsible for, or shall immediately reimburse State any weed control cost incurred as a result of the Grantee's failure to control weeds on the Easement Area.

All ground methods of chemical weed control shall be reported to State at the region office 30 days prior to weed control activities. The aerial application of pesticides is not permitted.

Erosion and Damage to Soil. During operations, which include the maintenance and construction of trails and trail-related structures within the Trail Area, Grantee shall take such precautions as necessary to minimize potential erosion and soil damage.

Improvements. Grantee shall construct no structural improvements without the prior written consent of State, which shall be at State's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become property of State unless the applicable consent specifically provides otherwise. Improvements installed by Grantee shall, at State's option, be removed by Grantee at the termination or expiration of the Easement.

Maintenance of Improvements. Grantee, at Grantee's sole cost and expense, shall at all times keep or cause all improvements (regardless of ownership) to be kept in as good condition and repair as originally constructed or as hereafter put, except for reasonable current wear and tear. In all cases, the Easement Area and improvements shall be maintained at a standard acceptable within the industry, to the State, or to any governing agency having legal right to inspect and hold in compliance the Easement Area and improvements thereon.

Notice. Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine, emailed with acknowledgment of receipt, or mailed first

class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile or email, or three days after being mailed, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
Olympic Region
411 Tillicum Lane
Forks, WA 98331
Phone: 360-374-2800

To Grantee:
CLALLAM COUNTY
223 East 4th Street, Suite 6
Port Angeles, Washington 98362-3000
Phone: 360-417-2000

Recording. Grantee shall record this Easement in Clallam County, at Grantee's sole expense. Grantee shall provide State with a copy of the recorded Easement. Grantee shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this section. If Grantee fails to record this Easement, State may record it and Grantee shall pay the costs of recording, including interest, upon State's demand.

Danger Tree Removal. Individual trees located within the danger tree zones outside of the Easement Area and within the Easement Area that are deemed dangerous to the operation and maintenance of the Trail, may be removed subject to the following:

1. Grantee shall mark the trees.
2. Grantee shall timber cruise the trees.
3. Grantee shall notify DNR in writing of their request to remove the danger trees and include the cruise and a map showing the location of the trees.
4. State will determine the fair market value of the trees it authorizes to be removed.
5. State will approve the removal of danger trees contingent upon payment in full by Grantee prior to removal.

In the event of an emergency requiring immediate action to protect person or property,

1. Grantee shall fall and/or remove the necessary danger tree(s) without advance authorization from State.
2. Grantee shall cruise the felled and/or removed tree(s).
3. Grantee shall notify State in writing of the tree(s) felled and/or removed and include a map of the location and a cruise within fourteen (14) days after

- felling.
4. DNR will determine the fair market value of the tree(s) felled and/or removed and bill the Grantee.
 5. Grantee shall pay for the tree(s) within thirty (30) days of receipt of the billing notice.

Abandonment. In the event any portion of the Easement Area is to be abandoned, Grantee shall seek approval from the Department of Natural Resources. Following State approval, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all vacated portions to natural conditions as may be directed by State. In restoring the land, all ballast, asphalt, or other materials used in construction of the Trail, shall be removed from the vacated portion; the debris shall not be deposited on the adjacent State land. In addition, the land surface shall be scarified to blend with the adjoining landscape.

Noncompliance. State shall notify the Grantee of any instance of noncompliance by the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, State, acting by and through its Region Manager at Forks, Washington, may suspend the Grantee's use of the Easement Area until such time as effective remedial action is taken.

Construction. The terms of this Easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

Effective Date. The Effective Date of this Easement shall be the date on which the last party executes this Easement. The Effective Date will be inserted on the first page of the Easement when such date is determined.

Exhibits. All exhibits referenced in this Easement are incorporated as part of the Easement.

Headings. The headings in this Easement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

Modification. Any modification of the Easement must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

Non-waiver. The waiver by State of any breach or the failure of State to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

Severability. If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

CLALLAM COUNTY BOARD OF COUNTY COMMISSIONERS

Dated: _____, 2022. By: _____

Commissioner: Mark Ozias, Chair
Address: 223 East 4th Street, Suite 4
Port Angeles, Washington 98362-3000
Phone: 360-417-2000

Dated: _____, 2022. By: _____

Commissioner: Randy Johnson
Address: 223 East 4th Street, Suite 4
Port Angeles, Washington 98362-3000
Phone: 360-417-2000

Dated: _____, 2022. By: _____

Commissioner: Bill Peach
Address: 223 East 4th Street, Suite 4
Port Angeles, Washington 98362-3000
Phone: 360-417-2000

Approved as to form

Aug 11, 2022



Clallam County
Deputy Prosecuting Attorney

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 2022. By: _____



DUANE EMMONS
Acting Deputy Supervisor for State Uplands
P.O. Box 7000
1111 Washington Street SE
Olympia WA 98504-7000
Phone: 360-902-1600

Approved as to form
July 21, 2022
by Christa Thompson
Assistant Attorney General
for the State of Washington

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of Clallam

I certify that I know or have satisfactory evidence that _____ are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the County Commissioner of Clallam County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

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

My appointment expires _____

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of Clallam

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Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
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My appointment expires _____.

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of Clallam

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Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

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

My appointment expires _____.

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that DUANE EMMONS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

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

My appointment expires _____

EXHIBIT A
HCP REQUIREMENTS

- 1) Grantee shall immediately notify State of the following:
 - a) That Grantee has discovered locations of any species listed by the U.S. Fish and Wildlife Service as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b) That Grantee has located any live, dead, injured, or sick specimens of any listed species.
- 2) Notification required in subsection 1) must in all circumstances occur as soon as practicable but in any event within 24 hours.
- 3) Grantee may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by State.
- 4) Any application for a Forest Practices Permit submitted by Grantee for activities on the Easement Area must identify that the Easement Area is covered by the HCP.
- 5) Grantee shall comply with timing restrictions for trail construction and the operation of heavy equipment during the Critical Nesting Season (April 1-August 31) during Daily Peak Activity of the marbled murrelet which is from 1 hour before sunrise to 2 hours after sunrise -and- 1 hour before sunset to 1 hour after sunset.

EXHIBIT B
OPERATIONAL REQUIREMENTS

- Grantee shall not allow debris or refuse to accumulate on the Easement Area and patrol and clean-up debris and/or refuse monthly or as otherwise directed by State.
- Grantee shall prohibit unauthorized use of the Easement Area, and take enforcement action against violators as warranted.
- Grantee is not authorized to charge for access to or use of the Easement Area.
- Grantee shall take reasonable measures to ensure the Trail is used for non-motorized purposes only.
- Grantee shall discourage use of the Trail at night.
- Grantee shall not remove valuable materials without advance State approval.
- Trail shall not be used when continued use will result in excessive damage due to weather or other conditions.
- Gates or access control barriers on the Trail must be kept closed and locked at all times.
- Only Grantee, Grantee Permittees, Emergency, State, other easement holders, private inholders or State Permittees vehicles are authorized to be on the Easement Area..
- Grantee shall be responsible to provide keys to County, Emergency Staff, and its Permittees.
- Grantee shall be responsible to relocate the gate shown on Exhibit E to a location determined by Grantor if construction, maintenance or management of the Trail interferes with the gate operations.
- Existing roads and gates or access control barriers on existing roads shall not be blocked by Grantee or trail users.

EXHIBIT C TRAIL AND SIGN PLAN

Grantee shall provide State with a trail construction design and sign plan prior to commencing construction activity.

- Trail and sign location(s) shall be approved by State.
- Grantee shall post and maintain signs to notify trail users at points of ingress and egress to trail.
- Grantee shall post and maintain signs to notify users of all known latent hazardous conditions within the trail, including potential for haul traffic on the FR-D-300 road.
- All signs on the trail are subject to approval by State prior to installation.
- No signs shall be installed on trees.
- Grantee is responsible for addressing public concerns relating to use of the trail. Signs and promotional materials located on the trail are subject to prior State review and approval.

EXHIBIT D
TRAIL CONSTRUCTION SPECIFICATIONS

Grantee is responsible for meeting or exceeding the trail construction specifications listed below.

DESIGN FOR:	SPECIFICATIONS:	
Tread Width	One lane	Not less than 12 feet in width
Surface	Asphalt concrete pavement	Various depth, as terrain permits
Grade	Trail grade Trail in-slope or out-slope	Maximum grade 5% Maximum cross slope 2%
Clearing	Maximum width Maximum height	3 feet beyond trail shoulder 12 feet above trail

- Stream/wetland crossings shall be minimized.
- Stream crossing structures shall be constructed of durable materials and designed by an engineer licensed in Washington State.
- Grantee shall employ best management practices to prevent erosion and control sediment movement. Such practices may include, but not necessarily be limited to out-sloping, tread hardening, and or water diversion structures.
- Cribbing materials shall be durable and shall be approved in writing by State's representative prior to installation.

EXHIBIT D

TRAIL CONSTRUCTION SPECIFICATIONS

- Grantee shall arrange and hold a pre-construction meeting with the contractor, Grantee Engineer(s), and the State at the construction site. This meeting shall occur prior to any of the work being commenced.
- Contractor shall not have had any Forest Practices notices to comply or WDFW HPA violations in the last 5 years.
- The contractor shall protect the project site from erosion during construction and at completion. If necessary, all exposed soils shall be covered and protected during construction. All exposed soils shall be revegetated with grass seed immediately after construction.
 - A. Disturbed areas shall be covered with wood-straw at a rate of 80% measured per square meter. Soils must be covered before the first anticipated storm event. Soils may not sit exposed during any rain event.
 - B. Disturbed areas shall be seeded with a WSDOT erosion control seed mix or the following mix:
 - Sterile wheat hybrid (e.g. Regreen)– 50 lbs/acre,
 - Austrian winter peas – 15 lbs/acre, and
 - Columbia brome (*Bromus vulgaris*) – 25 lbs/acre.
 - C. Seeding shall be completed within 5 days after final soil placement. All seeding shall be completed no later than September 30 unless otherwise authorized by the State.
- Grantee shall separate organic debris from earthen waste in the waste area.
- Grantees shall ensure that a spill kit is on site during times of work. At a minimum, the quick-response spill kit must be capable of absorbing 4 to 6 gallons of oil, coolant, solvent, or contaminated water. If large quantities of bulk fuel or other hazardous materials are stored on site, Grantees must be able to effectively control a container leak and contain and recover a hazmat spill equal to the volume of the largest single on-site storage container.

EXHIBIT D
TRAIL CONSTRUCTION SPECIFICATIONS

- Trail amenities shall not be placed within the Easement Area. Trail amenities include benches, covered bench areas, bike racks, restrooms, litter receptacles, dog waste pickup stations, or information kiosks. Any desired Trail amenities, including those listed above will only be installed with prior written consent by State.
- To protect the forest, the contractor shall become acquainted with and obey all applicable Washington state laws and regulations for fire prevention, including but not limited to: consulting with local officials for any required permits, firefighting equipment, and burning regulations; being responsible for strict observance of any of these laws and regulations; taking all reasonable precautions to prevent and suppress forest fires, and work under the direction of the State when necessary to accomplish this. Contractor shall immediately notify the nearest Department of Natural Resources office of any forest fires and the exact location, and do everything possible to suppress them.
- The contractor shall comply with applicable Industrial Fire Precaution Level restrictions as defined in WAC 332-24-301 and comply with applicable spark emitting equipment requirements in WAC 332-24-405. The Easement Area is in an area determined by State, under WAC 332-24-411(3), to require equipment above the requirements of WAC 332-24-405 for fire protection. When operations are occurring, as defined in WAC 332-24-005(21), a fully equipped pump truck or pump trailer, as defined in WAC 332-24-005(26), shall be on site at all times during the **Closed Season**, as defined by WAC 332-24-301(3)(b)(v) and RCW 76.04.005(2).

EXHIBIT E TRAIL GATE LOCATIONS

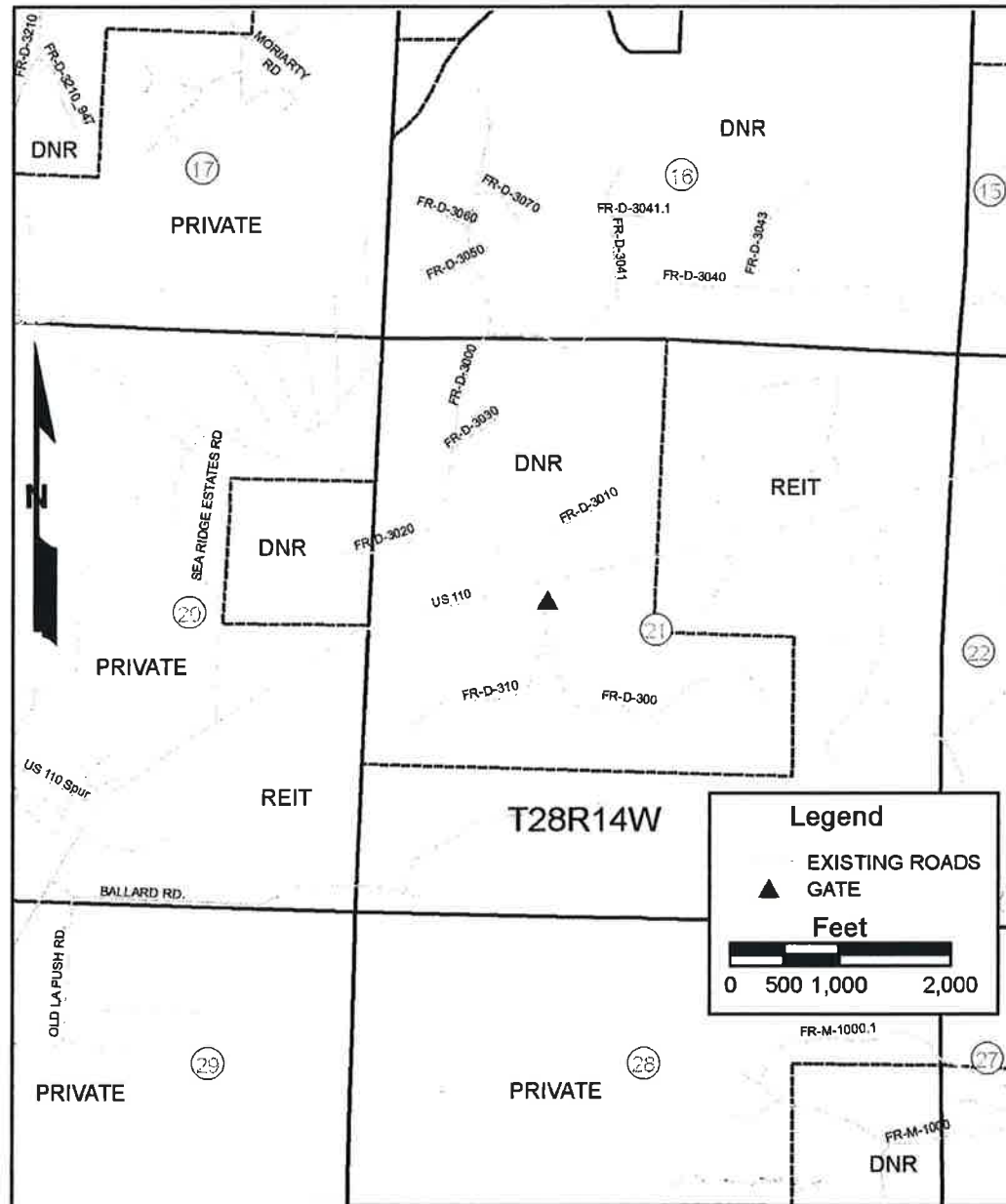


EXHIBIT F
TRAIL MAINTENANCE AND MONITORING SPECIFICATIONS

- **Repairs:** Each party shall repair, or cause to be repaired at its sole cost, that damage to the Easement Area and improvements, that is in excess of that caused through normal and prudent usage.
- The Grantor shall include provisions in timber harvesting and haul contracts to require the DNR contractor or other easement holders operating on the trail under a DNR license or contract to leave the trail in the same condition it was in before the operation or haul contract was initiated.
- Trail must be routinely patrolled by Grantee to ensure erosion and sediment control measures are functioning, and to inspect for any necessary repairs.
- Grantee shall effect storm related repairs as quickly as practicable, subject to the terms of this Easement.
- Asphalt removed from the trail during trail maintenance or repair must be removed from Grantor land.

SURVEY NOTES

1) THE BASIS OF BEARINGS AND DISTANCES USED FOR THIS SURVEY ARE BASED UPON THE WASHINGTON COORDINATE SYSTEM GRID, NORTH ZONE, DATUM OF 1983, 1991 ADJUSTMENT AS DERIVED FROM VOLUME 48 OF SURVEYS, PAGE 93, RECORDS OF CLALLAM COUNTY, WASHINGTON.

***MULTIPLE MONUMENTS WERE TIED THROUGHOUT THE LENGTH OF THIS PROJECT USING SAID SURVEY FOR COORDINATE BASE. A LEAST SQUARE ADJUSTMENT WAS PERFORMED ON MULTIPLE TRAVERSES TO ROTATE ADJOINING SECTIONS INTO THE SAME BASIS OF BEARINGS (SEE NOTE 2 BELOW).

2) FOR ADDITIONAL ADJOINING SECTION SUBDIVISION INFORMATION SEE: (ALL RECORDS OF CLALLAM COUNTY, WA.)

- * VOL. 3 OF SURVEYS, PG. 4
- * VOL. 10 OF SURVEYS, PG. 65
- * VOL. 11 OF SURVEYS, PG. 95
- * VOL. 30 OF SURVEYS, PG. 100
- * VOL. 48 OF SURVEYS, PG. 93
- * VOL. 68 OF SURVEYS, PG. 9
- * VOL. 68 OF SURVEYS, PG. 29
- * VOL. 66 OF SURVEYS, PG. 87
- * VOL. 1 OF U.S. PG. 59

ALSO, SEE OLYMPIC DISCOVERY TRAIL LICENSE AREA 1 (AGREEMENT LD.# 50-076803) PREPARED BY PACIFIC FOREST MANAGEMENT DATED 3/21/07. EXHIBIT MAPS PREPARED FOR SAID OLT LICENSE SHOW RIGHTS OF WAY AND TRAIL LOCATIONS THAT CAN NOT BE ACCURATELY DETERMINED WITH INFORMATION GIVEN. THE INTENT SEEMS TO FALL IN LINE WITH WHAT WAS SURVEYED BY CLALLAM COUNTY, THAT BEING THE CENTERLINE OF THE OLD RAILROAD GRADE.

* DNR MAP 391, SHEET 1 OF 3, "SURVEY OF SECTION 33, T. 31 N., R. 9 W., WM, CLALLAM COUNTY, DATED SEPTEMBER-1982 (REVISED 2/13/88).

3) THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE USING A SOKKIA SET 28II 3 SECOND TOTAL STATION. EDM EQUIPMENT WAS CALIBRATED AT THE NGS BASELINE AT PORT ANGELES INTERNATIONAL AIRPORT.

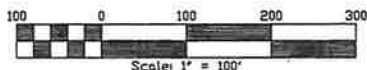
4) THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND/OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT ALL PROPERTIES SHOWN HEREON. THIS SURVEY DOES NOT DEPICT FENCE LINES OR OTHER OCCUPANCY INDICATORS THAT MAY INDICATE POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAVE NOT BEEN RESOLVED BY THIS SURVEY.

***SEE AGREEMENT NO. 37072 (VOL. 422 OF DEEDS, PG. 166, AFF 433763 ON FILE WITH CLALLAM COUNTY, WA.) ON FILE WITH THE WASHINGTON STATE DNR AND CRESCENT WATER ASSOCIATION MADE BETWEEN SAID TWO ENTITIES FOR AN EASEMENT FOR CONSTRUCTION AND OPERATION OF A WATER FACILITY OVER AND ACROSS STATE OWNED LAND. SAID EASEMENT IS SHOWN HEREON AS BASED ON MAPS PREPARED BY GABRIEL PETERSEN, P.L.S. EASEMENT WAS SCALED AND ROTATED TO FIT TO THE BASIS OF BEARINGS AND DISTANCES FOR THIS SURVEY. NO EXISTING STRUCTURES/EQUIPMENT/WATERLINE WERE LOCATED FOR THIS PROJECT.

LEGEND
 SECTION LINE
 QUARTER SECTION LINE
 SECTION SUBDIVISION LINE
 PARCEL LOT BOUNDARY
 PROPOSED EASEMENT LIMITS
 ASSESSOR'S PARCEL NUMBER
 GRAVEL ACCESS ROAD LIMITS

FND 2/19/14: REBAR CAP STAMPED WITH WALTERS LS 22044" PER VOL. 30 OF SURVEYS, PG. 100, RECORDS OF CLALLAM COUNTY, WA.

FND 2/19/14: 3" DIA. BRASS CAP W/ MARKINGS FOR VOL. 3 OF SURVEYS, PG. 4, RECORDS OF CLALLAM COUNTY, WA.



THOMPSON
093135410020

5) THE LOCATION OF THE LYRE RIVER AND NELSON CREEK SHOWN HEREON DIGITIZED FROM THE CLALLAM COUNTY GEODETIC SURVEY AND IS APPROXIMATE ONLY.

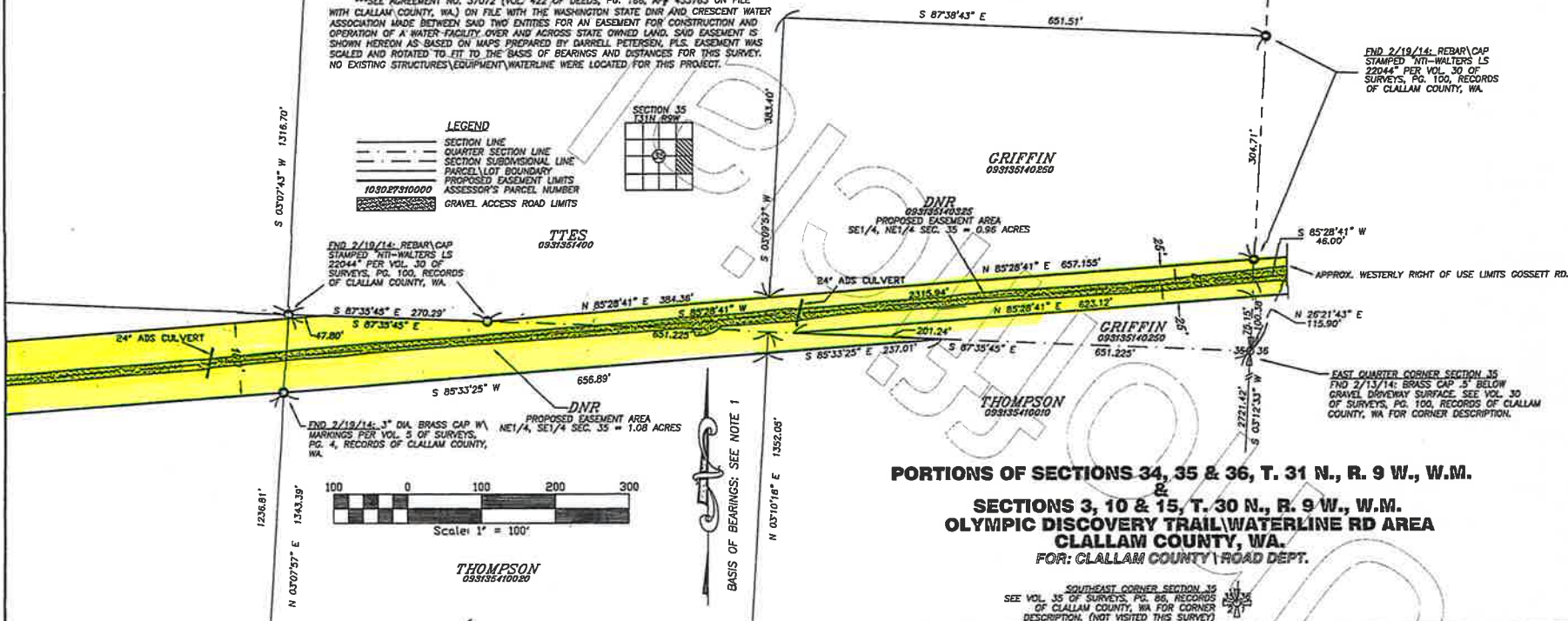
6) THE LOCATION OF THE PROPOSED EASEMENT (OTHER THAN THE EASEMENT BETWEEN CRESCENT WATER AND THE D.N.R.) FOR THE OLYMPIC DISCOVERY TRAIL AS SHOWN HEREON WAS DERIVED FROM FIELD LOCATION OF EXISTING ROAD CENTERLINES, RAILROAD GRADE CENTERLINES AND FLAGGED CENTERLINES BY OTHER PARTIES. A BEST FIT ALIGNMENT WAS THEN CALCULATED TO BEST REPRESENT WHAT IS ACTUALLY "ON THE GROUND".

7) MEASUREMENTS/CALCULATIONS SHOWN HEREON TO 3 DECIMAL PLACES ARE NOT INTENDED TO REPRESENT THE RELATIVE ACCURACY BETWEEN FOUND OR SET MONUMENTS AND ARE SHOWN FOR THE PURPOSE OF ACHIEVING MATHEMATICAL CLOSURE OF DIMENSIONS SHOWN HEREON.

8) THIS SURVEY MEETS OR EXCEEDS THE STANDARDS CONTAINED IN WAC 332-130-090.

NORTHEAST CORNER SECTION 35
SEE VOL. 30 OF SURVEYS, PG. 100, RECORDS OF CLALLAM COUNTY, WA FOR CORNER DESCRIPTION. (NOT VISITED THIS SURVEY)

DNR EASEMENT AREAS	ACREAGE
SE1/4, NE1/4, SEC. 35	0.96
NE1/4, SE1/4, SEC. 35	1.08
NE1/4, SE1/4, SEC. 35	1.02
NE1/4, SW1/4, SEC. 35	1.03
SE1/4, SW1/4, SEC. 35	1.01
SE1/4, SW1/4, SEC. 35	1.12
SE1/4, SE1/4, SEC. 34	1.22
SE1/4, SE1/4, SEC. 34	0.95
SE1/4, SE1/4, SEC. 34	1.17
SE1/4, SE1/4, SEC. 34	0.85
SE1/4, NW1/4, SEC. 35	2.97
SE1/4, NW1/4, SEC. 35	2.12
SE1/4, NW1/4, SEC. 35	2.24
SE1/4, NW1/4, SEC. 35	4.97
SE1/4, NW1/4, SEC. 35	2.41
W1/2, SE1/4, SEC. 10	1.91
TOTAL	34.31



PORTIONS OF SECTIONS 34, 35 & 36, T. 31 N., R. 9 W., W.M.
SECTIONS 3, 10 & 15, T. 30 N., R. 9 W., W.M.
OLYMPIC DISCOVERY TRAIL/WATERLINE RD AREA
CLALLAM COUNTY, WA.
FOR: CLALLAM COUNTY ROAD DEPT.

SOUTHEAST CORNER SECTION 35
SEE VOL. 35 OF SURVEYS, PG. 96, RECORDS OF CLALLAM COUNTY, WA FOR CORNER DESCRIPTION. (NOT VISITED THIS SURVEY)

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 26th DAY OF March, 2018 AT 3:54 P.M. IN BOOK 82 OF SURVEYS AT PAGE 3, AT THE REQUEST OF CLALLAM COUNTY PUBLIC WORKS.

Anna E. Elliott
DEPUTY COUNTY AUDITOR

AUDITOR'S FILE NUMBER 2018-1362486



DATE 3/26/18

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CLALLAM COUNTY PUBLIC WORKS IN MARCH, 2018.

Donald C. Lindorfer
DONALD C. LINDORFER P.L.S. 43144



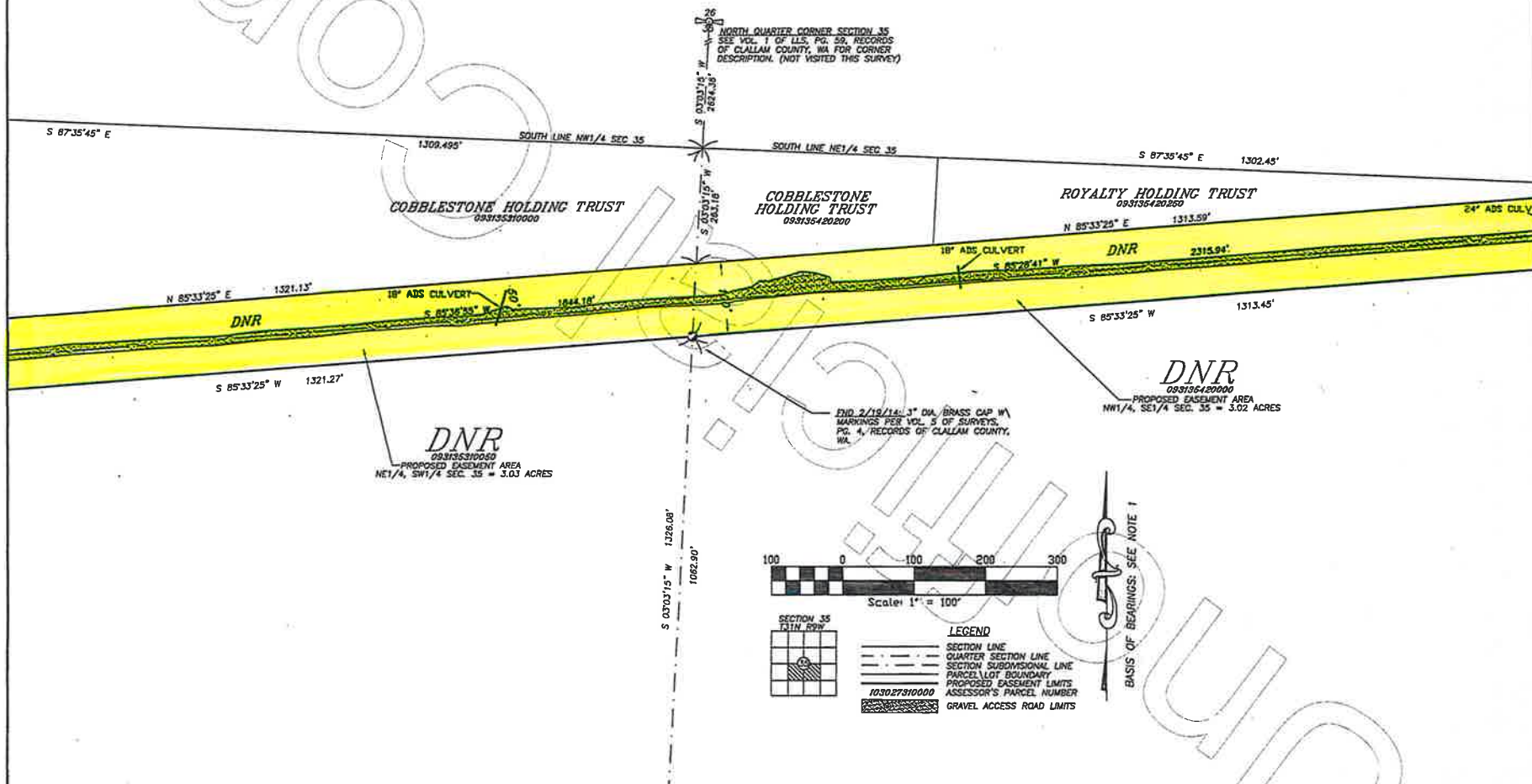
PREPARED FOR
CLALLAM COUNTY ROAD DEPARTMENT
PUBLIC WORKS/ROADS DEPT.
223 EAST 4TH STREET SUITE 6
PORT ANGELES, WA 98362
(360) 417-2379

DEPT. OF NATURAL RESOURCES EASEMENT PLAT FOR THE OLYMPIC DISCOVERY TRAIL OVER PORTIONS OF SECTIONS 34, 35 & 36, T. 31 N., R. 9 W., W.M. & SECTIONS 3, 10 & 15, T. 30 N., R. 9 W., W.M. CLALLAM COUNTY, WASHINGTON
EASEMENT # 50-095800

PLOT DATE: 3/14/18
DWS: RW-COI-LYRE.DWG

PAGE 1 OF 14

**PORTIONS OF SECTIONS 34, 35 & 36, T. 31 N., R. 9 W., W.M.
&
SECTIONS 3, 10 & 15, T. 30 N., R. 9 W., W.M.
OLYMPIC DISCOVERY TRAIL/WATERLINE RD AREA
CLALLAM COUNTY, WA.
FOR: CLALLAM COUNTY ROAD DEPT.**



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Amie E. Eliot
DEPUTY COUNTY AUDITOR

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Donald C. Lindorfer
DONALD C. LINDORFER P.L.S. 43144



PREPARED FOR
CLALLAM COUNTY ROAD DEPARTMENT

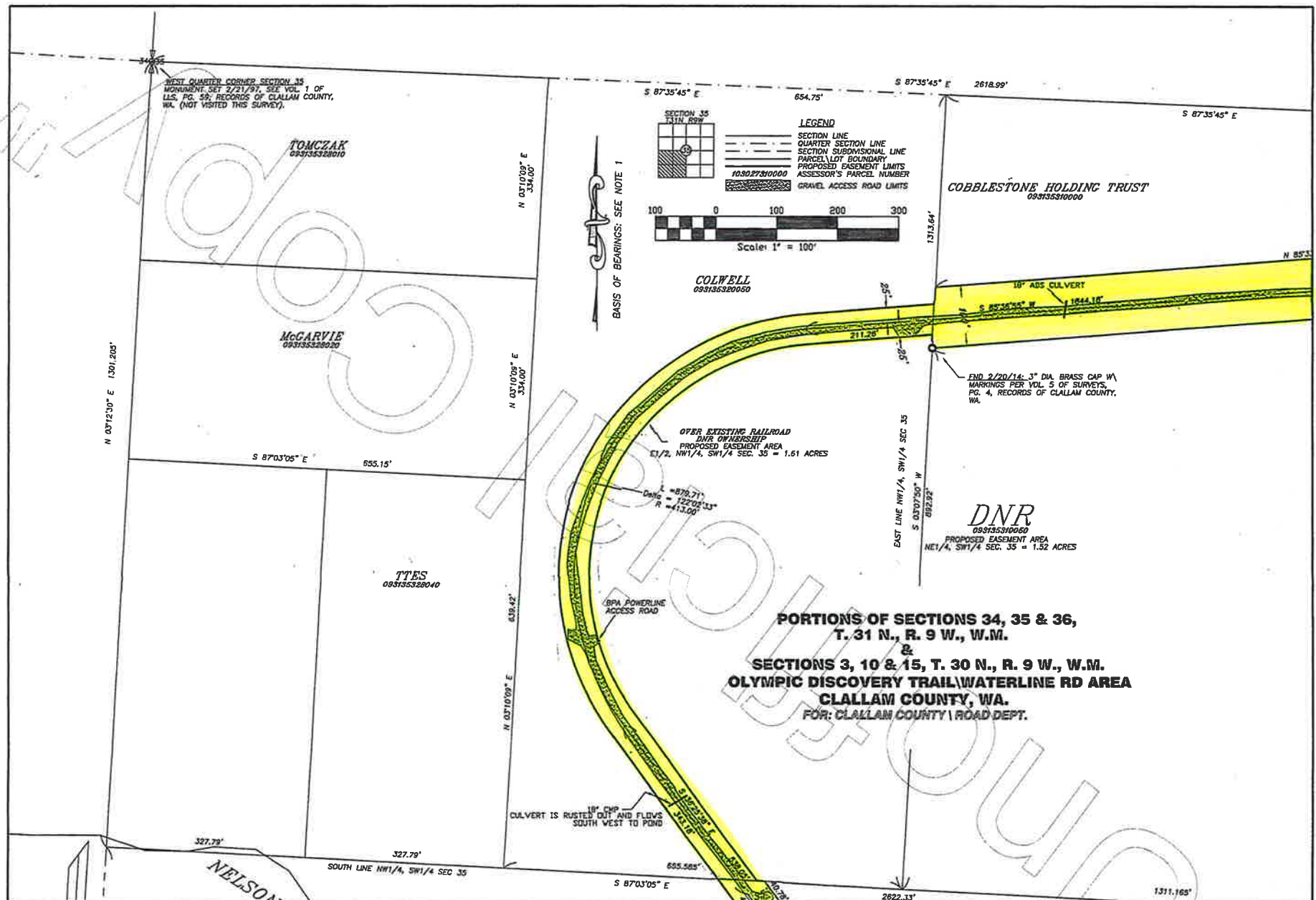
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DWG: RW-001-LYREDWG

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Louis E. Hiest
DEPUTY COUNTY AUDITOR

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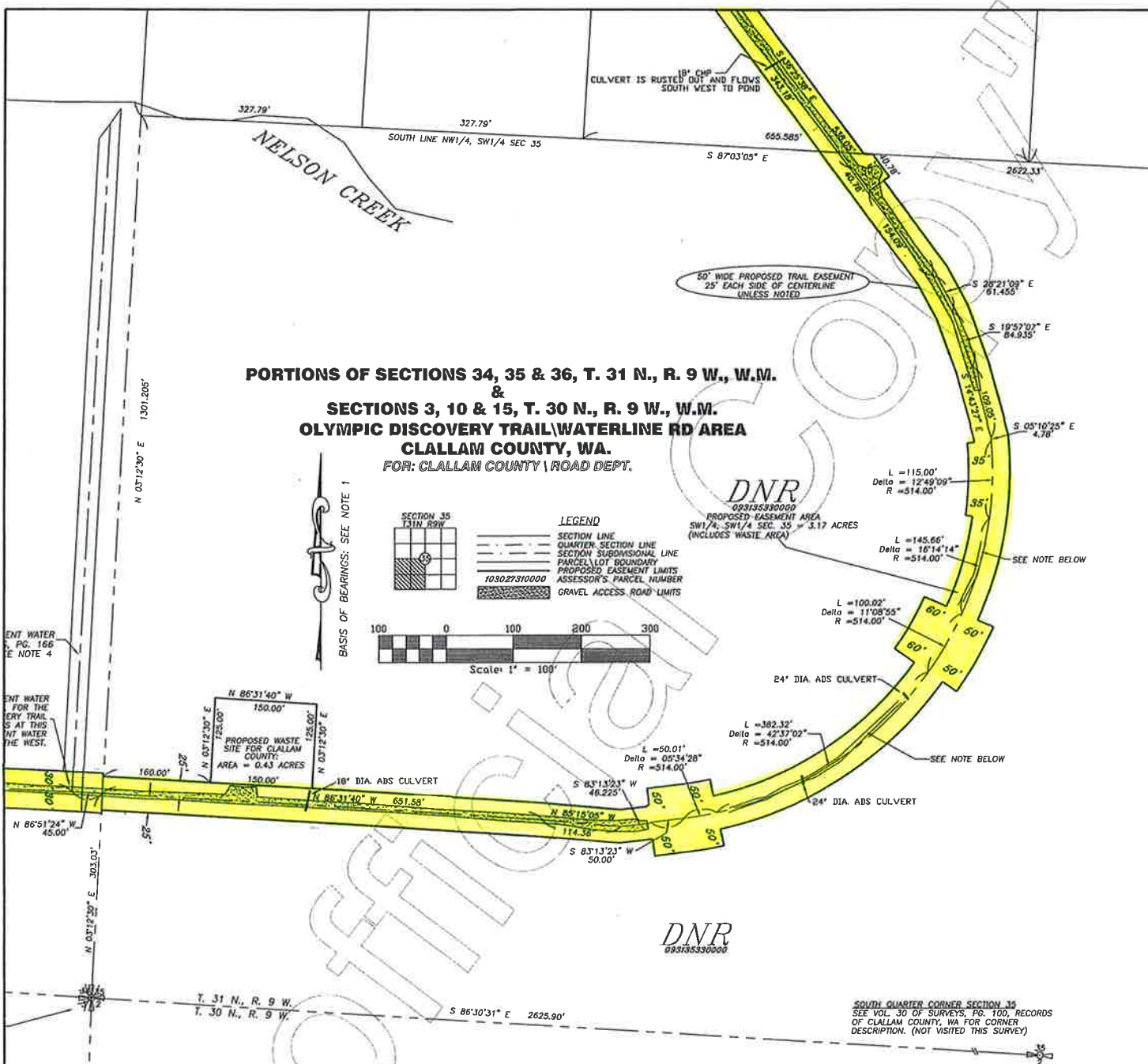
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CLALLAM COUNTY, WASHINGTON
EASEMENT # 50-095909

PLOT DATE: 3/14/18
DWG: RW-001-LYRE.DWG

PAGE 3 OF 14



NOTE: THE PHYSICAL LOCATION OF WHAT USED TO BE A DNR ACCESS ROAD CAN NOT BE EASILY ASCERTAINED WITHIN THIS STRETCH OF THE PROPOSED EASEMENT, CULVERTS HAVE BEEN REMOVED WHICH HAS LEFT UNPASSABLE VEHICLE BARRIERS AND NO MAINTENANCE OTHER THAN THE COUNTY TRAILS CONDITION HAS BEEN DONE RECENTLY, THE "GRAVEL EDGES" SHOWN ON THIS PAGE ARE A REPRESENTATION OF WHAT IS PHYSICALLY VIEWED AS AN APPROXIMATE TRAIL LOCATION ON TOP OF WHAT WAS AT ONE TIME THE ROAD PRISM.

DEPT. OF NATURAL RESOURCES EASEMENT PLAT
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Janis G. Elliott
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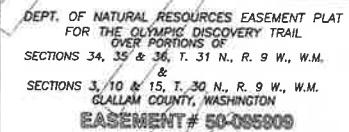
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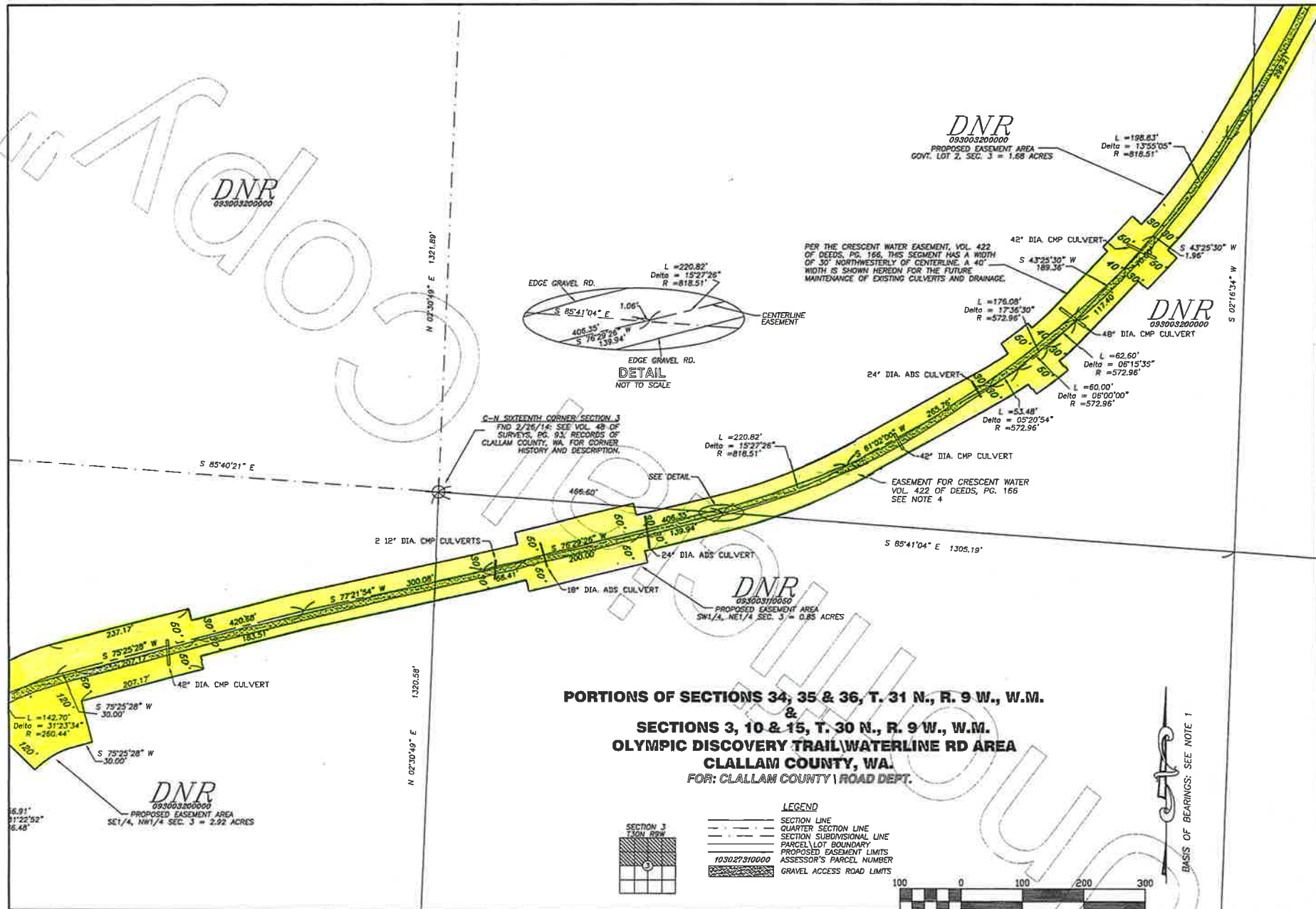
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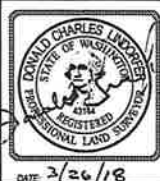




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Jonie Felicit
DEPUTY COUNTY AUDITOR

AUDITOR'S FILE NUMBER 2018-1362486



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Donald C. Lindorfer
DONALD C. LINDORFER P.L.S. 43144

DATE 2/26/18

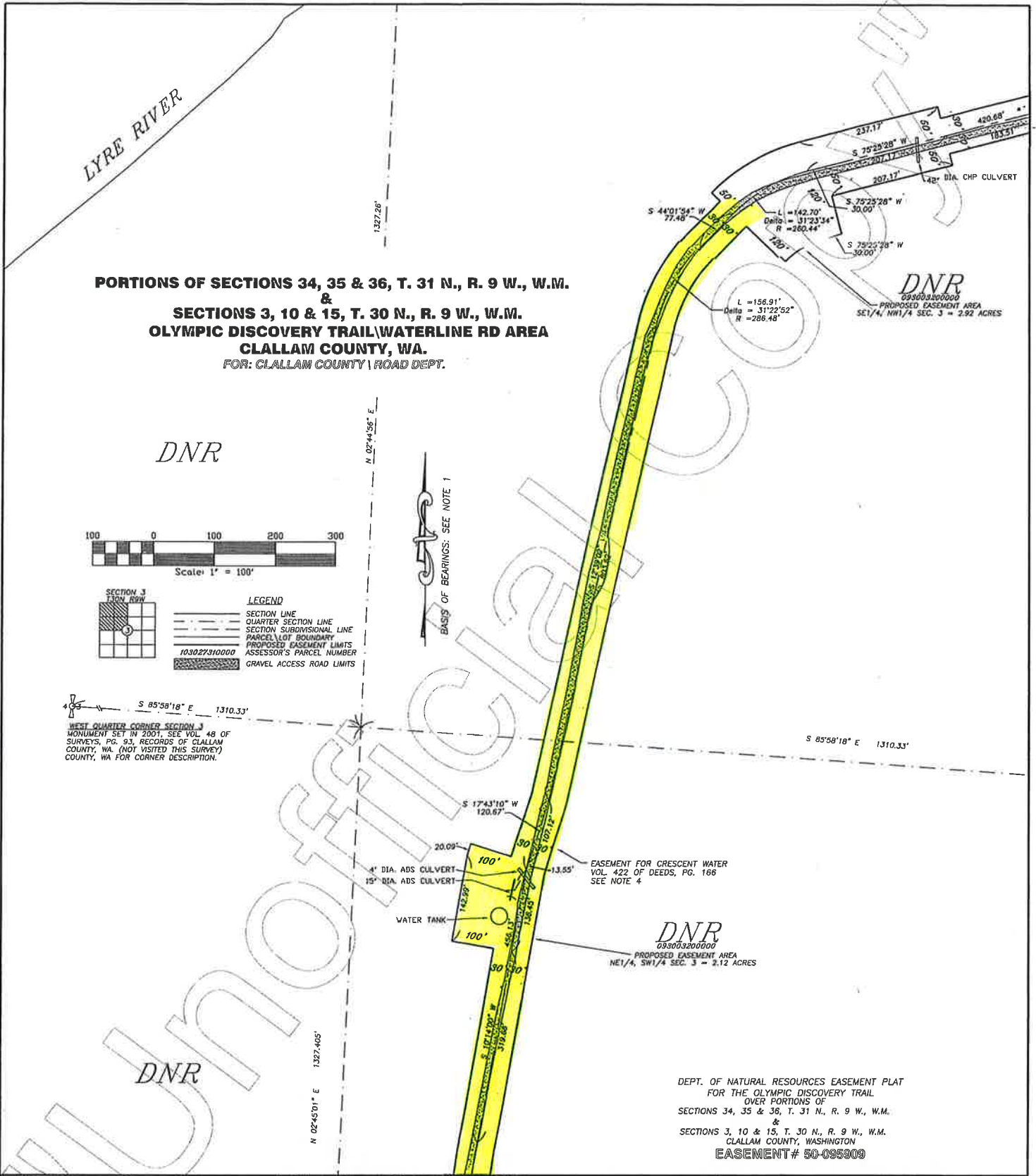
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Donald C. Lindorfer
DONALD C. LINDORFER P.L.S. #43144

DATE 3/26/18



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DWG: RW-001-LYRE.DWG

PAGE 7 OF 14



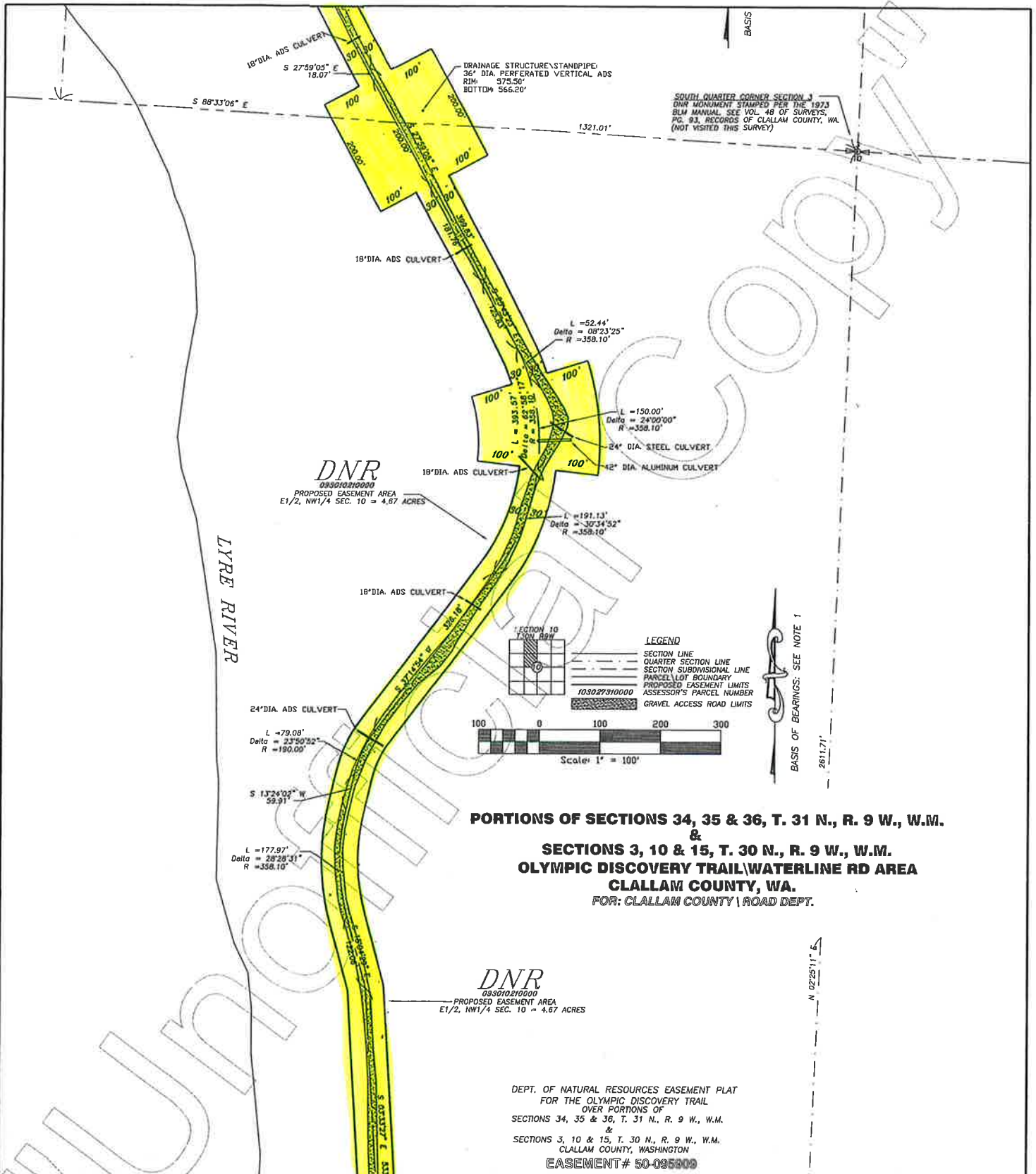
Jonni Elliott
DEPUTY COUNTY AUDITOR

718.
Donald C. Lindorfer
DONALD C. LINDORFER P.L.S. #43144

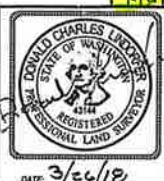
**PUBLIC WORKS/ROADS DEPT.
223 EAST 4TH STREET SUITE 6
PORT ANGELES, WA 98362
(360) 417-2379**

PLOT DATE: 3/14/18
DWG: RW-ODT-LYRE.DWG

PAGE 8 OF 14



AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 26th DAY OF March, 2018 AT
3:59 PM IN BOOK 82 OF SURVEYS AT PAGE 3 AT
THE REQUEST OF CLALLAM COUNTY PUBLIC WORKS.
Louis Elliott
DEPUTY COUNTY AUDITOR
AUDITOR'S FILE NUMBER 2018-1362486



SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF
THE SURVEY RECORDING ACT AT THE REQUEST OF CLALLAM COUNTY
PUBLIC WORKS IN MARCH, 2018.
Donald C. Lindorfer
DONALD C. LINDORFER P.L.S. 43144

PREPARED FOR
CLALLAM COUNTY ROAD DEPARTMENT
PUBLIC WORKS/ROADS DEPT.
223 EAST 4TH STREET SUITE 6
PORT ANGELES, WA 98382
(360) 417-2379
DATE: 3/14/18
DWG: RW-DDT-LYRE.DWG
PAGE 9 OF 14

Vol 82 Pg 3



CLALLAM COUNTY

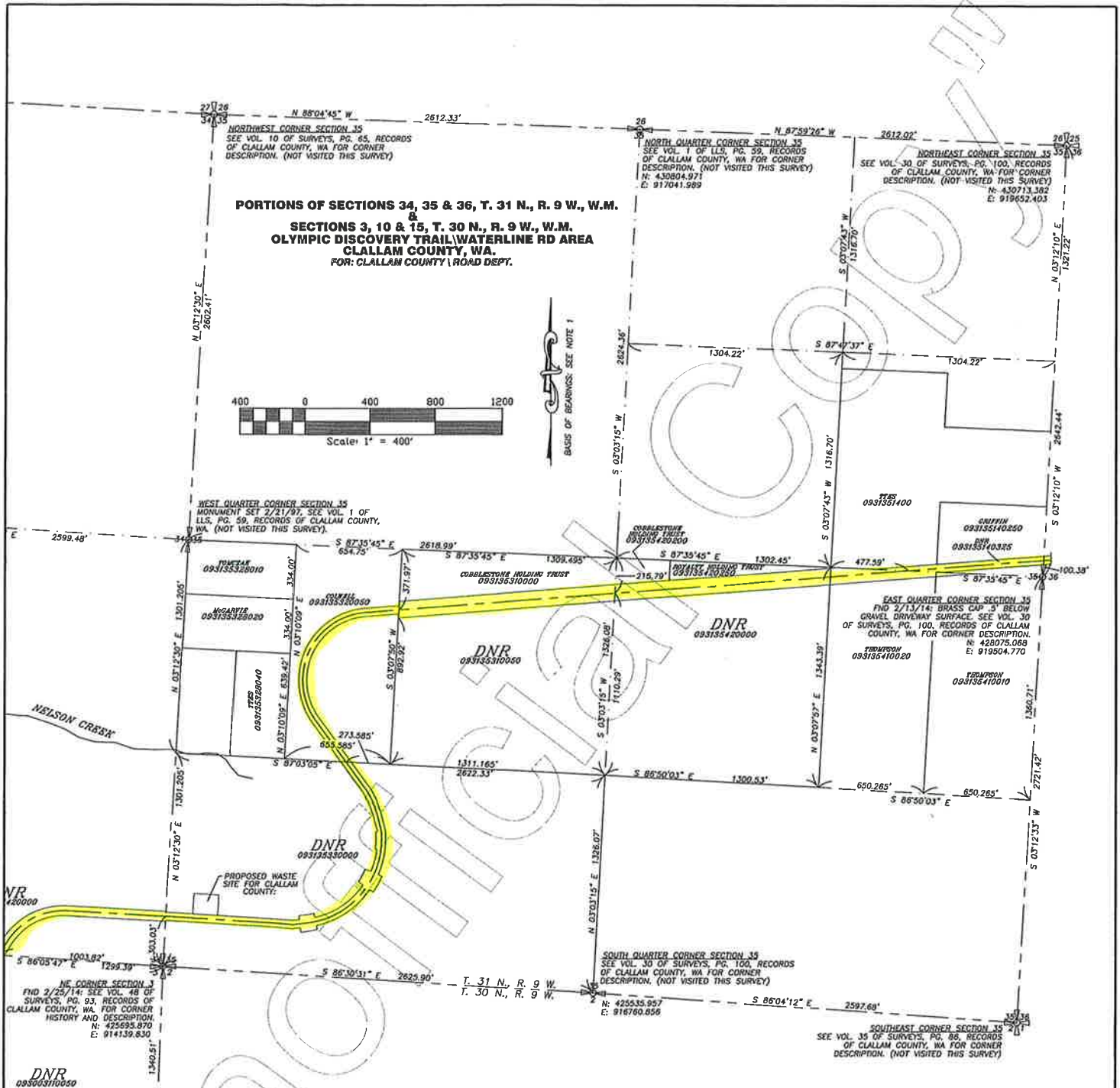
PREPARED FOR
CLALLAM COUNTY ROAD DEPARTMENT

PUBLIC WORKS/ROADS DEPT.
223 EAST 4TH STREET SUITE 6
PORT ANGELES, WA 98362
(360) 417-2379

PLOT DATE: 3/14/18
DWG: RW-COT-LYRE.DWG

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VOL 82 PG 3



DEPT. OF NATURAL RESOURCES EASEMENT PLAT
FOR THE OLYMPIC DISCOVERY TRAIL
OVER PORTIONS OF
SECTIONS 34, 35 & 36, T. 31 N., R. 9 W., W.M.
&
SECTIONS 3, 10 & 15, T. 30 N., R. 9 W., W.M.
CLALLAM COUNTY, WASHINGTON
EASEMENT # 50-085000

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 26th DAY OF March, 2018 AT
3:54 PM IN BOOK 82 OF SURVEYS AT PAGE 3, AT
THE REQUEST OF CLALLAM COUNTY PUBLIC WORKS.

Jonie Ellett
DEPUTY COUNTY AUDITOR

AUDITOR'S FILE NUMBER 2018-1362486



DATE 3/26/18

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF
THE SURVEY RECORDING ACT AT THE REQUEST OF CLALLAM COUNTY
PUBLIC WORKS IN MARCH, 2018.

Donald C. Lindorfer
DONALD C. LINDORFER P.L.S. 43144



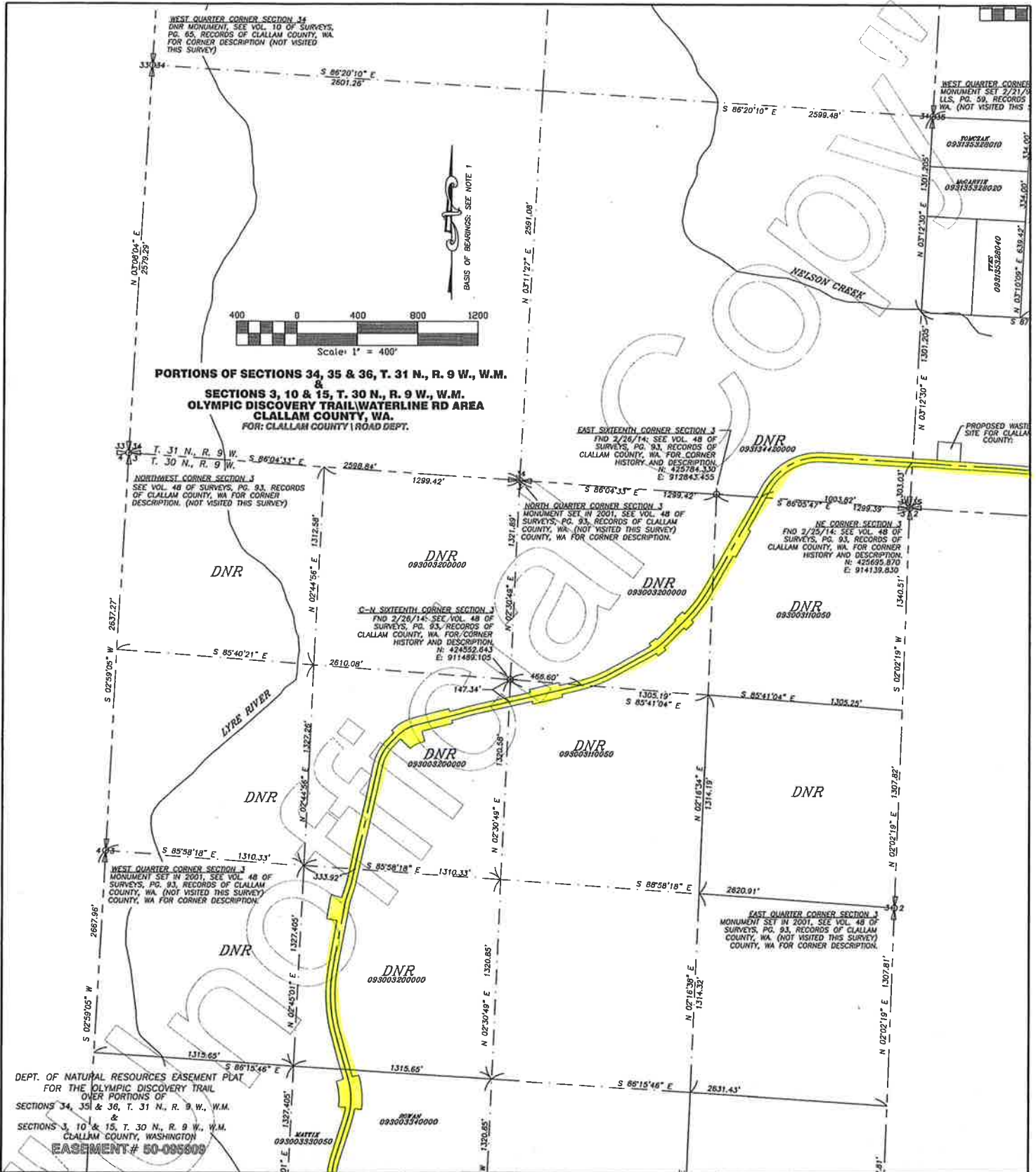
PREPARED FOR
CLALLAM COUNTY ROAD DEPARTMENT

PUBLIC WORKS/ROADS DEPT.
223 EAST 4TH STREET SUITE 6
PORT ANGELES, WA 98362
(360) 417-2379

PLOT DATE: 3/14/18
DWG: RW-001-LYRE.DWG

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VOL 82 Pg 3

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 26th DAY OF March, 2018 AT 3:51 PM IN BOOK 82 OF SURVEYS AT PAGE 3, AT THE REQUEST OF CLALLAM COUNTY PUBLIC WORKS.

Jonie Elliott
DEPUTY COUNTY AUDITOR

AUDITOR'S FILE NUMBER 2018-1362486



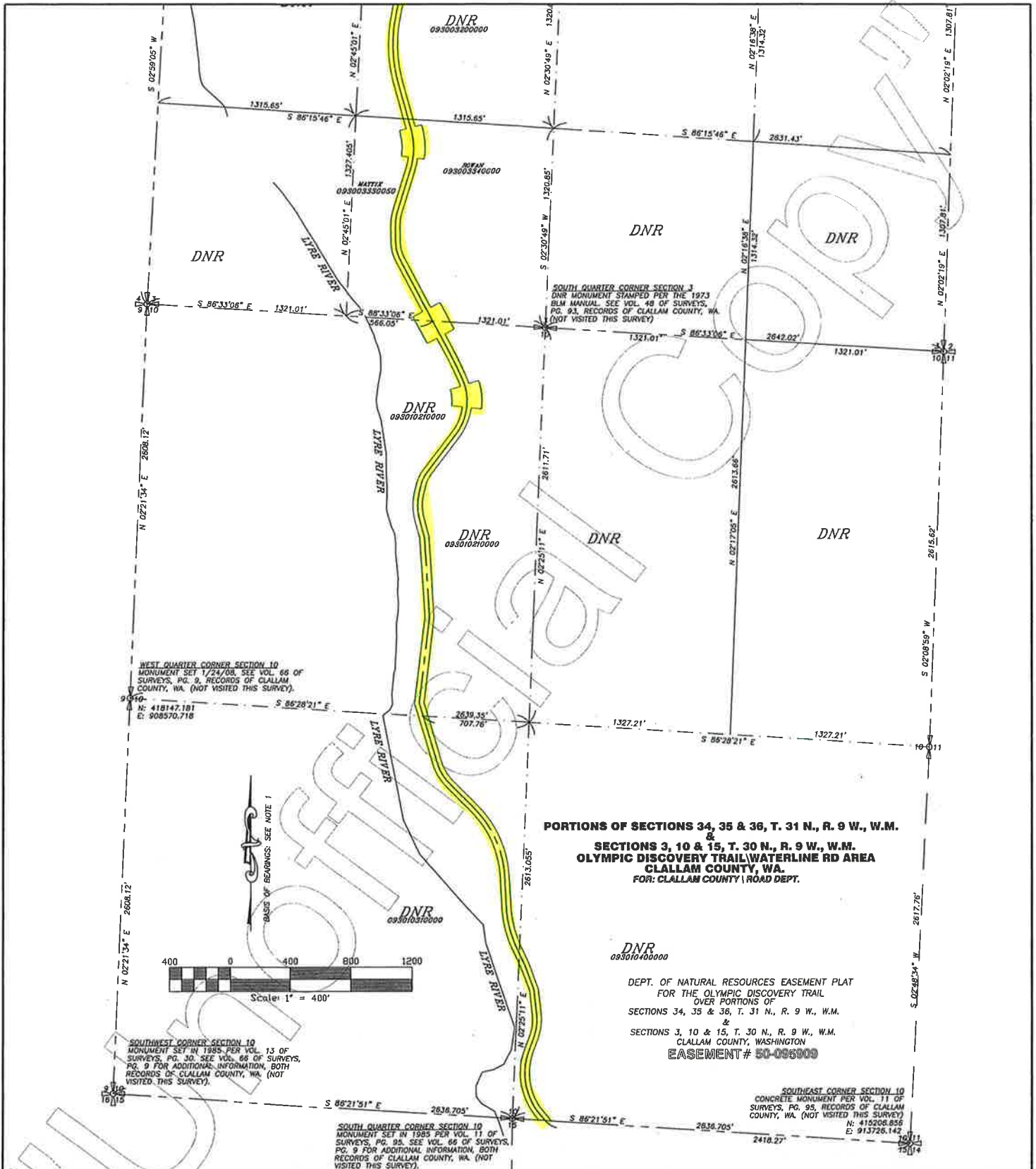
SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CLALLAM COUNTY PUBLIC WORKS IN MARCH, 2018.

Donald C. Lindorfer
DONALD C. LINDORFER P.L.S. 43144

PREPARED FOR
CLALLAM COUNTY ROAD DEPARTMENT

PUBLIC WORKS/ROADS DEPT.
223 EAST 4TH STREET SUITE 6
PORT ANGELES, WA 98362
(360) 417-2379

PLOT DATE: 3/14/18
DWG: RW-001-LYRE.DWG
PAGE 13 OF 14



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5
8/22/22



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

Department: Public Works

WORK SESSION ☒ **Meeting Date: August 22, 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 |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is a Draft Memorandum of Understanding between Clallam County and the Clallam County Public Utility District (PUD) No. 1 regarding Carlsborg Water Supply.

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?** ☐

Not Applicable.

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

Please review the attached Draft MOU in preparation for the planned September 12, 2022 Joint Clallam County and PUD meeting. It is anticipated that PUD staff will be presenting the Draft MOU to the PUD Commissioners at their upcoming August 22 meeting.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: August 17, 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)

**Draft Clallam County and Public Utility District Memorandum of Understanding
Regarding Carlsborg Water Supply
--For Discussion Purposes Only**

This Memorandum of Understanding ("MOU") is entered by Clallam County ("County") and Public Utility District No. 1 of Clallam County ("District"), each a "Party" and together the "Parties" to this MOU.

RECITALS

WHEREAS, the County adopted (Resolution 47, 2005) the Elwha-Dungeness Watershed (WRIA 18) Plan which was also approved by the other initiating governments—City of Port Angeles, Elwha Klallam Tribe, Jamestown S' Klallam Tribe, and Agnew Irrigation District (largest water purveyor) to guide the management of water resources.

WHEREAS, the 2005 Elwha-Dungeness Watershed Management Plan encourages new water demand to be served by existing Group A Public Water Systems such as the District's Carlsborg Water System.

WHEREAS, the District's mission is to provide reliable, efficient, safe and low cost utility services in a financially and environmentally responsible manner.

WHEREAS, the District owns and operates a Group A water system that was founded and developed to serve local utility districts ("LUD") initiated in the vicinity of Carlsborg, and the District holds three water rights that together authorize withdrawal and use of 468.5 acre feet from three wells and that are currently dedicated to serving the District's existing customers and commitments in its approved retail service area adopted in the District's Water System Plan.

WHEREAS, the District's primary existing Carlsborg production well (LUD #10 Well) is exhibiting rising nitrate contamination levels that are expected to reach the maximum contaminant level allowed within the next four to six years (2026-2028).

WHEREAS, the County formerly designated the Carlsborg Urban Growth Area (UGA) in 2000 under its comprehensive plan pursuant to the Washington State Growth Management Act (GMA), RCW 36.70A, to encourage new development in an area already characterized by urban growth where public facilities and services such as water supply are and can be provided in an efficient manner.

WHEREAS, the GMA supports the provision of adequate public facilities within the Carlsborg UGA such as public water service from a Group A public water system because such services are usually necessary to support urban densities (WAC 365-196-320).

WHEREAS, there are areas of the Carlsborg UGA where Group A public water system service is currently not available from the District or other existing providers.

WHEREAS, the County's Comprehensive Plan supports the District to be the public water purveyor within the Carlsborg UGA and also for the District's water system to be extended throughout the UGA as expeditiously as possible (CCC 31.03.350 (1d) (4)).

WHEREAS, the District's Water System Plan establishes both a "service area" and "retail service area" boundary for the Carlsborg Water System a map of which is attached as Exhibit A.

WHEREAS, the Carlsborg Water System "retail service area" includes the current District LUDs in the Carlsborg area, including parts of the Carlsborg UGA, where the District currently provides water service and has a duty to provide new service connections as set forth in RCW 43.20.260.

WHEREAS, the Carlsborg Water System "service area" (Exhibit A) outside of the "retail service area" is where future water service is planned by the District and includes areas within the Carlsborg UGA currently not within the District's retail service area and also not served by other Group A public water system providers.

WHEREAS, in order to serve the residential and commercial growth that the County has planned to accommodate in the Carlsborg UGA, the District's Carlsborg water system requires additional water right authorizations, new infrastructure including new water production wells, land to site new wells, water storage and pumping facilities, water treatment facilities, and water conveyance and distribution pipes and facilities.

WHEREAS, in 2006, the District filed water right permit application no. G2-30364 (the "2006 Water Right Application") requesting 215 acre feet per year annual quantity and 510 gallons per minute for instantaneous quantity for the anticipated development in the Carlsborg UGA related to County plans to provide sewer service in the UGA.

WHEREAS, effective January 2, 2013, the Department of Ecology ("Ecology") adopted the Water Resources Management Program for the Dungeness Portion of the Elwha-Dungeness Water Resource Inventory Area (WRIA) 18 ("Dungeness Instream Water Rule"), Chapter 173-518 WAC, that establishes instream flows and closures for identified streams, establishes a water exchange to offer mitigation "credits" for sale, and requires mitigation of all new water uses that would deplete any regulated stream.

WHEREAS, on March 19, 2013, the District and the County entered into the Interlocal Agreement for the Carlsborg Wastewater System that provides in Section 4.5 for "in the event the County proceeds with the Sequim Alternative" (i.e., send wastewater to Sequim for treatment) "and water-use mitigation costs to future water customers in the UGA are thereby adversely affected, the County will purchase or otherwise procure for the District additional water rights to supply water for full buildout of the Carlsborg UGA that is outside of the

District's current local utility district water service areas within the UGA, in a quantity sufficient to offset any adverse effects."

WHEREAS, in January 2015, Ecology approved the Carlsborg Sewer Facilities Plan (Clallam County, December 2014) for the "Sequim Alternative," and subsequently the County constructed the sewer system to convey Carlsborg UGA wastewater to the City of Sequim for treatment.

WHEREAS, the County contracted with a consulting firm to provide technical and project assistance to support the District's efforts to obtain Ecology's approval of the District's 2006 water right application, including drilling a new well (the "Carlsborg Very Deep Well") and development of a mitigation plan for new water uses as required under the Dungeness Instream Water Rule.

WHEREAS, Ecology has provided comments to the Parties on the 2006 Water Right Application, including that: (a) when the existing water right permit (G2-27681) was issued, the District's stated its intent to serve growth both inside and outside the Carlsborg UGA over an approximate 15 square-mile regional service area; and (b) the need to address long-term regional water supply coordination plans for the Carlsborg water system together with a plan and schedule for implementation that demonstrates how the District will develop and use the requested additional water supplies within the next 20 years, in addition to water previously allocated under Water Right No. G2-27681, to achieve regional and watershed planning goals.

WHEREAS, Ecology also commented that more than 80% of the District's water right allocations to date remain undeveloped.

WHEREAS, the 2005 Elwha-Dungeness Watershed Management Plan has a desired condition and outcome to be water supply strategies that assure public water service will be available to meet buildout potential in the timeframes required, and a recommendation that recognizing projected buildout and new growth within and beyond current service areas, Group A systems should make application to Ecology for water rights needed to serve that growth with water use efficiency, take steps to extend service areas to serve that growth where feasible and cost-effective, and initiate capital facility planning to support these steps.

WHEREAS, the Parties acknowledge that 2006 Water Right Application cannot yield sufficient water resources for full buildout of the Carlsborg UGA, that uncertainty exists regarding the outcome of the 2006 Water Right Application and the quantity that may be approved, and that continuing cooperative efforts by the Parties will be necessary.

WHEREAS, state approval of the District's 2006 Water Right Application together with existing water rights will support over 80% of the estimated full buildout of the Carlsborg UGA providing sufficient water rights to serve the projected UGA growth 20-years and beyond.

WHEREAS, state approval to increase the 2006 Water Right Application from 215 acre per year to 261 acre feet per year combined with existing water right will support full buildout (100%) of the Carlsborg UGA.

WHEREAS, in their comments, Ecology has expressed interest in preventing the proliferation of individual wells and small water systems where public water service is feasible.

WHEREAS, providing water service to the entire 15-square mile service area originally envisioned under the 1992 water right (G2-72681) is not feasible due to a number of considerations such as distance and high costs to extend water supply infrastructure over a large rural area; low density, rural development pattern that is characteristic of the majority of the area; and insufficient water rights to serve existing and future development in such a large area.

WHEREAS, the 15-square mile regional service area under the District's existing 1992 water right has also experienced significant changes in land use and water management including County establishment of the Carlsborg UGA in 2000, County lowering of rural densities outside the UGA, adoption of the Dungeness Instream Water Rule in 2013, establishment of the Dungeness Water Exchange in 2013 to implement the Rule, and District adoption/updates to its Water System Plan (last update 2017).

WHEREAS, to address Ecology comments regarding the proliferation of individual wells and small water systems where public water service is available, the District has identified a proposed expanded Carlsborg Water Service Area (Map Exhibit B) in the region around the Carlsborg UGA and existing LUDs that includes areas where the District has received landowner requests for water service and is adjacent to or in reasonable proximity of current or planned water supply infrastructure where extension of such water service may be feasible.

WHEREAS, expanding the District's retail service area to the remainder of the Carlsborg UGA not served by an existing Group A Public Water System and other areas within the original 15-square mile regional service area will help to reduce the proliferation of individual wells and further perfect the District's existing water rights.

WHEREAS, the District and County believe that shifting production from the shallower, Carlsborg LUD #10 Well (Aquifer 2) to the Carlsborg Very Deep Well (also known as the Van Lan Well, which is screened in Aquifer 4) will reduce impacts to surface waters from groundwater withdrawals and generate the potential for mitigation under the Dungeness Instream Rule that can support the District's expansion of the retail service area in the Carlsborg Region, including into the remainder of the Carlsborg UGA not served by an existing Group A Public Water System and to the rural lands immediately outside (within about 0.5 miles) of the existing service areas, to the extent of the amount of mitigation that Ecology approves.

WHEREAS, in an effort to address rising nitrate levels in water sources from the existing Carlsborg LUD #10 well, the District has developed a proposed project—the Carlsborg Blending Treatment Facility System Facility Project (the "Project")—to blend water from the Carlsborg

Very Deep Well drilled by the County in 2019 with water drawn from the LUD #10 Well, thereby reducing the level of nitrate contaminants to a safe level and improving the overall water quality provided to the District's Carlsborg Water System.

WHEREAS, the District and the County wish to facilitate the District's ability to extend its retail service area through the installation of a new well site, transmission lines, storage/blending facilities, pump stations and related infrastructure to connect the Carlsborg Very Deep Well water supply to the existing Carlsborg Water System.

WHEREAS, the legal pre-requisites for the District to extend its retail service area, and if necessary, revise its 2017 Service Area Expansion Policy include, but are not limited to, the District submitting a draft Water System Plan Amendment to the Department of Health ("DOH"), DOH reviewing and commenting on the draft, the District defining the SEPA process and schedule, Ecology preparing a report of examination ("ROE") on the 2006 water right application and mitigation plan, Ecology posting a draft ROE for public review, Ecology issuing the final ROE and approval of the mitigation plan, the District selecting a project alternative and adopting the Final Water System Plan, and DOH approving the Water System Plan.

WHEREAS, the Dungeness Water Exchange is the water supplier for rural areas in WRIA 18 that are not possible to be served in a timely and reasonable manner by the District, and the Parties agree that the District cannot serve all such rural areas and should plan to identify a Carlsborg regional service area.

WHEREAS, the County and District seek to work cooperatively to achieve shared goals and objectives related to the growth expected in the Carlsborg Region and efforts to plan for and serve that growing population.

WHEREAS, the County and District also seek to work cooperatively to help each other achieve shared and individual goals and interests related to providing public water service and reducing the proliferation of individual wells and small water systems in the Carlsborg UGA and also the expanded rural area identified by the District outside of the UGA and current LUDs.

WHEREAS, to facilitate that cooperative effort, the County and District benefit from documenting their individual and collective interests, objectives and goals in this MOU so that it can serve as the basis for a future Interlocal Agreement that identifies and further specifies roles and responsibilities regarding efforts to provide service of safe drinking water to the existing and future residents in the Carlsborg Region.

NOW, THEREFORE, in consideration of the mutual undertakings and interests contained herein, inclusive of the recitals above, and of the benefits to be realized by each party and in order to realize the benefits to the general public from agreement between the parties, it is agreed by and among the County and District as follows:

INTERESTS

1. Shared Goals. The District and the County share the following goals with respect to land use and water system planning to accommodate the needs of existing development and projected growth in the Carlsborg Region:

- Provide safe drinking water to the customers of the existing and future Carlsborg Water System.
- Expand the District's retail service area to the remainder of the Carlsborg Region that is not currently served by an existing Group A Public Water System.
- Provide predictability of water service to developers within the entire UGA.
- Appropriate and develop sufficient water for full buildout of the Carlsborg UGA, to be supplied by a Group A water system to support affordable housing, economic development, and other development in the existing UGA.
- Prevent permanent reductions in Dungeness River flows or small streams due to new appropriations of water.
- Reduce proliferation of private exempt wells in the Carlsborg Region and preserve the resources of the Dungeness Water Exchange for rural areas.
- Install water transmission lines and other related infrastructure needed to bring water from the Carlsborg Very Deep Well to the Carlsborg UGA.
- Have in place a Blending Treatment System, which uses clean water from the new Carlsborg Very Deep Well to abate nitrate contamination of drinking water supplies from the LUD 10 Well, by 2026.

2. District Interests. The County recognizes the following District interests related to its operations and planning within the Carlsborg Region and agrees to explore ways to protect or advance them through a subsequent Interlocal Agreement:

- Provide safe drinking water to Carlsborg Water System customers.
- Preserve and maintain water availability for the historical LUD areas of the District's existing service area.
- Preserve the existing 2013 Interlocal Agreement with Clallam County.
- Limit expansion of District's existing retail service area throughout the Carlsborg Region to the available amount of Ecology-approved mitigation.
- Plan for expanding the District's retail service area to meet water needs for the full

buildout of the Carlsborg Region, including but not limited to:

- the District's existing Local Utility Districts of the Carlsborg Water System,
 - the District's proposed consolidation of the Van-Lan Water System,
 - the County's existing Carlsborg Urban Growth Area,
 - the Sequim Valley Airport,
 - a regional area extending approximately 0.5 miles from the ends of the existing Carlsborg Water System distribution system (see Exhibit B) to reduce proliferation of individual wells and small water systems in areas where many landowners have expressed interest or requested District water service.
- Generate additional revenue from new customers to pay for the operation, maintenance and future needed improvements to the Carlsborg Water System.
 - Meet the requirements of the 2013 Dungeness River Water Management and Instream flow Rule.
 - Receive grant funding to offset costs of the Blending Treatment System.

3. County Interests. The District recognizes the following County interests related to its planning for growth within the Carlsborg UGA and agrees to explore ways to protect or advance them through a subsequent Interlocal Agreement:

- Expand retail water service in 2022 to the entire Carlsborg UGA not currently served by a Group A Public Water System.
- Continue to support the District in procuring additional water rights for the District for full buildout of the Carlsborg UGA including obtaining approval of the related Mitigation Plan.
- Support the District's Water System Plan Updates that prioritizes water availability and water supply infrastructure improvement in the Carlsborg UGA.
- Develop opportunities for affordable housing and promote opportunities for higher density residential development and new business growth within the Carlsborg UGA as envisioned under the County's comprehensive plan that are currently limited by lack of access to public water supply in a timely manner.
- Promote water use in the Carlsborg UGA that protects instream flows in the Dungeness Valley.
- Meet requirements of GMA to ensure adequate and reliable public water supplies for the Carlsborg UGA.
- Minimize cost of procuring a water right for the full buildout of the Carlsborg UGA.

4. Mutual Interests. The District and the County share the following mutual interests and seek to advance or protect them through action steps:

- Provide safe drinking water to the Carlsborg Region by installing a blending treatment system to reduce the level of nitrate contaminants to a safe level.
- Plan for serving water needs for the full buildout of the Carlsborg Region while meeting the requirements of the 2013 Dungeness River Water Management and Instream flow Rule.
- Develop opportunities for affordable housing and new business growth in a timely manner.
- Plan for serving water needs of the Sequim Valley Airport, an essential public facility, to address emergency use and other water needs.
- Meet requirements of GMA to ensure adequate and reliable water supplies for growth in the Carlsborg Region.
- Continue joint meetings with Ecology to obtain written approval of the District's 2006 water right application and related Mitigation Plan.
- Satisfy Ecology's requirements for addressing public interest associated with original intent and regional projected use of the District's 1992 water right and with achieving regional and watershed planning goals.
- Develop partnerships, support, and address concerns of key stakeholders such as the Jamestown S'Klallam Tribe, Dungeness Water Exchange, Dungeness River Management Team, Carlsborg UGA landowners and developers, Washington Department of Fish and Wildlife of the District's 2006 water right application.
- Continue consensus to obtain Ecology approval of the proposed mitigation plan prepared by Robinson Noble for the Parties that applies new scientific data acquired from drilling of the Carlsborg Very Deep Well that demonstrates the potential to reduce significantly the impacts on surface water flows by shifting production from the existing, much shallower LUD 10 Well (located in Aquifer 2) to the Carlsborg Very Deep Well (located in Aquifer 4).
- Integrate the operation of the blending treatment system into the water right mitigation plan such that continued perfection of the existing LUD 10 Well water right and shifting of production to the Carlsborg Very Deep Well would allow new water uses to be served by the Carlsborg Very Deep Well without impairment of senior water rights and instream flows.
- Reduce the impact of transference of the cost of the blending treatment system (e.g. surcharge or assessment) to Carlsborg UGA landowners and to increase incentives for development.

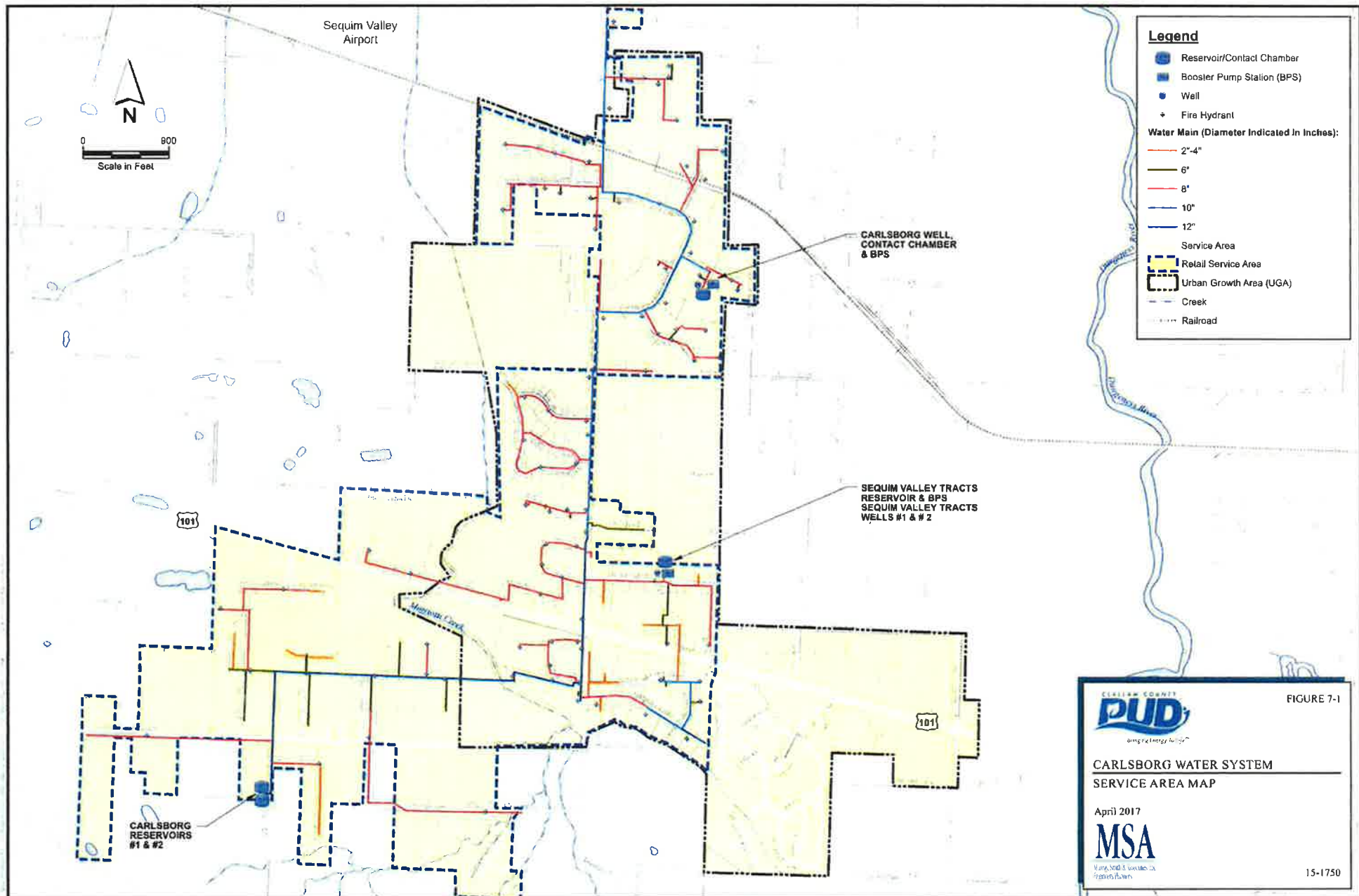
- Complete the legal pre-requisites that are necessary for the District to expand its retail water service area to include the entire UGA and expand its service area to include the entire Carlsborg Region.
- Upon Ecology approval of the Mitigation Plan and DOH approval of the District's Water System Plan amendment, update County and District Policies that may be needed to further address regional water supply coordination needs.

5. Interlocal Agreement. The County and District will seek to negotiate in good faith an interlocal agreement that seeks to meet and advance their individual and mutual goals and protect and advance their mutual and individual interests.

6. Statement of goals and interests only. The foregoing is a statement of various individual and/or mutual interests and goals to further discussions and negotiations. Nothing in this document is to be construed as a statement of facts asserted by one party, to be relied upon by the other party. Nothing in this document is to be construed as "consent", "assent" or an agreement of any type that is binding or enforceable in any way including reliance.

[Add signature block]

ATTACHMENT A



Legend

Existing Retail Service Area
(2018)

 Service Area (Outside UGA)

 Service Area (Inside UGA)

 Carlsborg UGA

0 0.13 0.25 0.5 0.75 1 Miles



EXHIBIT **B**
MOU REGARDING
CARLSBORG WATER SUPPLY

PROPOSED CARLSBORG WATER SYSTEM SERVICE AREA MAP

JUNE 2022

WA State Parks GIS, Esri Canada, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA,
USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA



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gzm

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 8-22-22

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 - update |

Documents exempt from public disclosure attached: ☐

Executive summary:

Bill Dowling Director of Olympic Workforce Development Council will provide an update.

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?)
Update only.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Bill Dowling – Olympic Workforce Development Council

Relevant Departments: Board of Commissioners

Date submitted: 8-15-22

* 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)



REPORT TO
CLALLAM
COUNTY BOARD
OF
COMMISSIONERS

AUGUST 22, 2022

WHO MAKES UP THE PUBLIC WORKFORCE SYSTEM?

Federal - U.S. Department of Labor and the Department of Education

State agencies and state Workforce Development Boards

Local Workforce Development area-boards and chief elected officials

Service providers

WHAT IS THE OLYMPIC WORKFORCE DEVELOPMENT COUNCIL AND ITS PURPOSE?

- ▶ Serves Clallam, Jefferson, and Kitsap counties
- ▶ Workforce development programs funding
 - ▶ Federal
 - ▶ State
 - ▶ Local
- ▶ In partnership with local partners and contractors, OWDC examines the needs of our regional economy
- ▶ Oversees and certifies the One-Stop Centers
 - ▶ Employment information
 - ▶ Career development
 - ▶ Connect to various programs and resources
 - ▶ Business services

Clallam

Jefferson

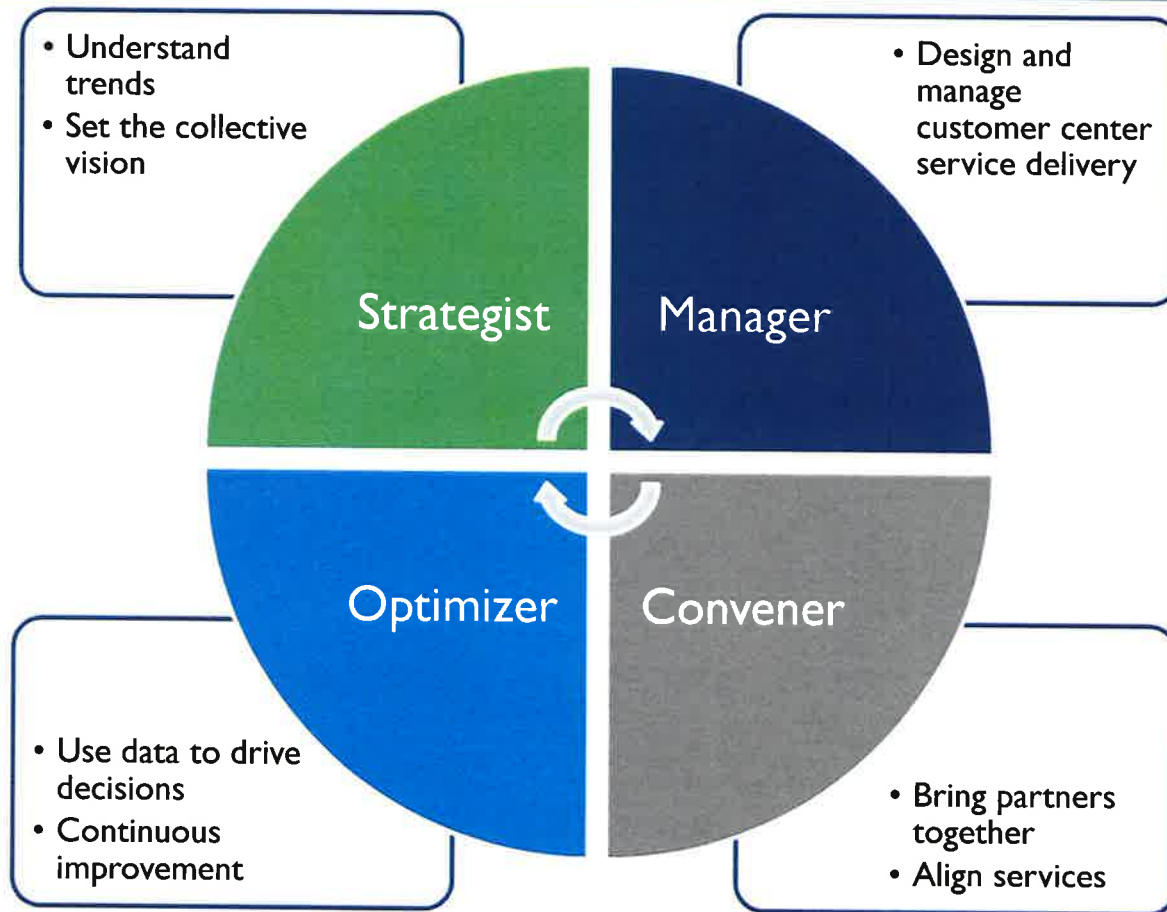
Kitsap

OWDC MEMBERSHIP



- ▶ 50% + Business Members
- ▶ Community Colleges
- ▶ Training Providers
- ▶ Elected Officials
- ▶ This ensures that current skill needs of local businesses are communicated to relevant training programs.

ROLES OF LOCAL WORKFORCE DEVELOPMENT BOARDS (LWDB)



MANAGE THE FUNDS: TYPES OF FUNDS

Formula types of funding:

Adult

Dislocated Worker

Youth

► Other funding

- Rapid Response
- National Dislocated Worker Grant
- Statewide Activities
- Competitive grants and philanthropic awards

OWDC WIOA FUNDING

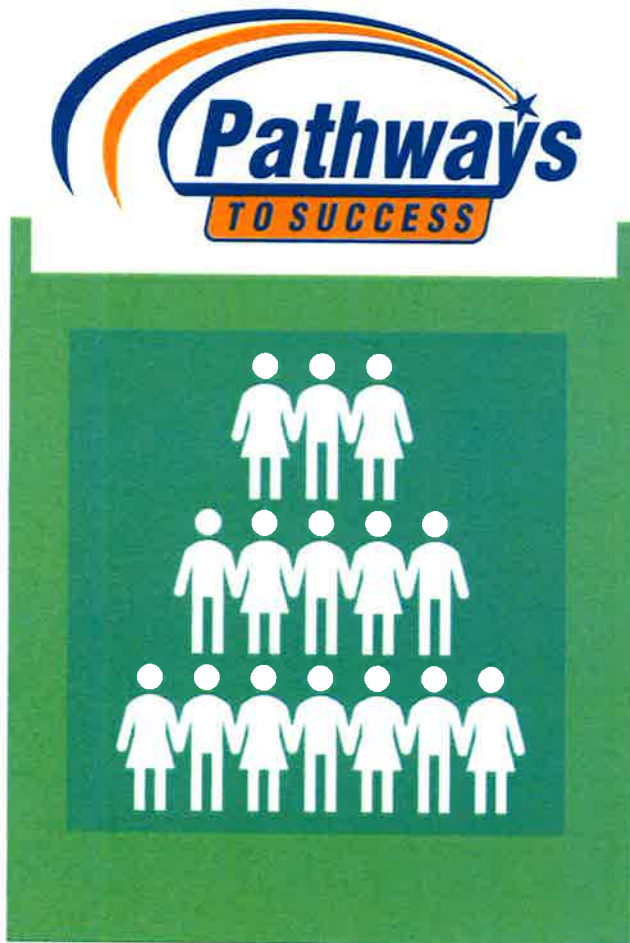
WIOA Funding Program Year 2022 (April 1, 2022 – June 30, 2024)

- ▶ Adult=\$687,167
- ▶ Dislocated Worker=\$630,876
- ▶ Youth=\$691,315
- ▶ ACP=\$223,262

WIOA Funding allocated to Clallam County

- ▶ Clallam Adult=\$181,929
- ▶ Clallam DW=\$171,822
- ▶ Clallam Youth=\$182,535

WORKING WITH SCHOOLS IN OUR COMMUNITY



- ▶ Olympic Education School District #114
 - Youth Pathways
 - Supporting Career Connect WA
 - Development & Expansion of CTE graduation
 - Raise post-secondary credential awareness
 - Focus on Rural equitable access to graduation pathways
 - GOAL CTE Graduation Pathway
 - September 2022 every school district and tribal compact school
 - Successful Outcome-Developed Career Launch program
 - Examples:
 - Fishing industry – Neah Bay



PATHWAYS TO SUCCESS PROJECTS IN CLALLAM

Twofold Mission:

1. Provide the youth of our communities with the opportunity to gain the necessary skills to build their futures through education, job training and career development.
2. To provide committed, responsible, and productive workers to the employers of our communities.

PATHWAYS TO SUCCESS PROJECTS IN CLALLAM

Working with all Clallam are 5 School Districts, youth and young adult participants benefit from:

- Personalized educational & employment planning
- High School, GED or Post-Secondary educational achievement
- Occupation exploration focusing on career fields with a Bright Outlook in the future
- Budgeting, financial management & career mentorship
- In-person assistance with resumes, cover letters and job search
- Paid and unpaid internship opportunities to enhance and improve their resume
- Financial assistance with transportation, work clothing & tools, educational supplies and emergence expenses for housing and childcare

PATHWAYS TO SUCCESS PROJECTS IN CLALLAM

Our programs benefit from strong community partnerships with local agencies and businesses, we are thankful to work with:

- Healthy Transitions Elwha Tribe Affiliate
- Serenity House Thrift Store in Sequim (services & work experiences)
- The Drop Center – Serenity House youth program
- North Olympic Library System (services, work experience & developed virtual work experience)
- Sequim Food Bank (provide both basic needs and social service or warehouse work experiences)
- Port Angeles Food Bank (provide both basic needs and social service or warehouse work experiences)
- YMCA or Port Angeles
- Clallam Resilience Project
- DSHS/DVR/DVA

Top 25 occupations advertised online

Clallam County, June, 2022

Source: Employment Security Department/LMEA; The Conference Board, Help Wanted OnLine job announcements

[Return to content](#)

Rank	SOC	Title	All job postings ¹
1	41-2031	Retail Salespersons	17
2	29-1141	Registered Nurses	15
3	43-4051	Customer Service Representatives	14
4	37-2012	Maids and Housekeeping Cleaners	13
5	37-3011	Landscaping and Groundskeeping Workers	12
6	53-3032	Heavy and Tractor-Trailer Truck Drivers	12
7	27-1026	Merchandise Displayers and Window Trimmers	11
8	41-1011	First-Line Supervisors of Retail Sales Workers	10
9	35-2014	Cooks, Restaurant	10
10	37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	9
11	35-3031	Waiters and Waitresses	8
12	31-1120	Home Health and Personal Care Aides	8
13	47-2061	Construction Laborers	8
14	53-7065	Stockers and Order Fillers	7
15	43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	7
16	11-9198	Personal Service Managers, All Other; Entertainment and Recreation Managers, Except	7
17	11-9111	Medical and Health Services Managers	7
18	29-2061	Licensed Practical and Licensed Vocational Nurses	7
19	53-7062	Laborers and Freight, Stock, and Material Movers, Hand	6
20	11-1021	General and Operations Managers	6
21	35-3023	Fast Food and Counter Workers	6
22	11-9013	Farmers, Ranchers, and Other Agricultural Managers	6
23	25-2031	Secondary School Teachers, Except Special and Career/Technical Education	5
24	39-9032	Recreation Workers	5
25	43-4171	Receptionists and Information Clerks	5

¹New job postings and jobs reposted from the previous month.

IN DEMAND
INDUSTRIES
IN CLALLAM
COUNTY

Industry Title	2022		2021	
	June	May	June	May
Total Nonfarm 1/	24,460	24,460	23,660	23,400
Total Private	16,250	16,290	15,610	15,420
Goods Producing	3,360	3,340	2,610	2,590
Mining, Logging, and Construction	2,240	2,240	1,600	1,580
Manufacturing	1,120	1,100	1,010	1,010
Durable Goods	770	750	710	720
Nondurable Goods	350	350	300	290
Service Providing	21,100	21,120	21,050	20,810
Trade, Transportation, and Utilities	4,190	4,190	4,270	4,200
Wholesale Trade	240	240	280	270
Retail Trade	3,560	3,560	3,500	3,470
Transportation, Warehousing, and Utilities	390	390	490	460
Information and Financial Activities	800	810	770	780
Professional and Business Services	1,430	1,440	1,380	1,370
Education and Health Services	3,160	3,190	3,000	3,020
Leisure and Hospitality	2,480	2,490	2,720	2,600
Government	8,210	8,170	8,050	7,980
Workers in Labor/Management Disputes	0	0	0	0

	2021	
	June	May
Civilian Labor Force	29,232	28,991
Employment	27,295	27,226
Unemployment	1,937	1,765
Unemployment Rate	6.6%	6.1%

	2022	
	June	May
Civilian Labor Force	29,724	29,885
Employment	28,105	28,307
Unemployment	1,619	1,578
Unemployment Rate	5.4%	5.3%

UNEMPLOYMENT RATES & INDUSTRY EMPLOYMENT



SUCCESS STORY

WORKFORCE IMPACT FUND

WASHINGTON'S PUBLIC WORKFORCE SYSTEM: WORKING TOGETHER TO MEET JOB SEEKER, WORKER AND BUSINESS NEEDS.



QUALIFIED/SUCCESSFUL WORKERS

- Prepared
- Skilled
- Trained
- Supported
- Welcomed
- Successful



WORKSOURCE, COMMUNITY-BASED, EDUCATION, OTHER TRAINING/SERVICE PROVIDERS

- Outreach
- Recruitment
- Training
- Placement
- Mentoring
- Advancement & Retention
- Wrap-Around and Support Services
- Case Management



LOCAL WORKFORCE BOARDS

- Fund Management
- Industry and Community Engagement
- Regional Systems Coordination
- Procurement
- Compliance
- Resource Development
- Research
- Tracking & Reporting
- Continuous Improvement
- Investor Support



WORKFORCE DEVELOPMENT INVESTORS

- Federal Government
- State Government
- Local Governments
- Philanthropic Organizations
- Private Sector



BENEFITS

- Aligns Resources and Efforts (Financial & Non-Financial)
- Enables Mutually Developed Guidelines, Outcomes & Oversight
- Reduces Fragmentation and Duplication
- Promotes Systemic Solutions & Collective Impact
- Increases Scale & Efficiency
- Accelerates Action
- Supports Networking & Learning
- Creates Shared Accountability
- Supports State and Regional Goals



info@washingtonworkforce.org | washingtonworkforce.org





Proud Partner



**Employment
Security
Department**
WASHINGTON STATE



**KITSAP COMMUNITY
RESOURCES**
Creating Hope | Restoring Lives



Washington State
DEPARTMENT OF SERVICES FOR THE BLIND



Washington State
Department of Social
& Health Services

Department of
Vocational Rehabilitation



**Olympic Educational Service
District 114**
Serving the Olympic & Kitsap
Peninsulas



OLYMPIC COLLEGE



Washington State Department of
Labor & Industries



**PENINSULA
COLLEGE**





WASHINGTON WORKFORCE ASSOCIATION

WASHINGTON STATE ECONOMIC RECOVERY

Built on local Workforce solutions.

On September 7, 2021, nearly 100,000 Washingtonians lost some form of extended unemployment compensation, and thousands more remain sidelined by the pandemic.

With the expiration of these benefits, Washingtonians are turning to the public workforce system for help.

Concurrently, businesses continue to struggle finding qualified talent to fill the nearly 200,000 vacant jobs across the state, including thousands in critical industries like Healthcare, Education, Manufacturing and Hospitality Services. This is impeding our state's economic recovery and hampering the ability of firms of all sizes to fully recover and grow.



Yet, while unemployment continues to decline (currently 4.8%), those unemployed and/or otherwise marginally attached to the labor force are steadily increasing to well over 400,000 Washingtonians, nearly 11% of Washington's civilian labor force.

With increasing numbers of people considered long-term unemployed (>52 weeks), and declining labor market participation across the state, there have been no designated investments in the public workforce system through the Federal CARES Act or the American Rescue Plan. Additionally, Federal WIOA

investments are not flexible, not nearly enough, and ill-equipped to meet the "just in time" demands caused by our new pandemic economy, leaving 90% of those in need left behind.

Furthermore, the rapid spread of the Omicron variant is expected to slow Washington State's economic recovery as cases rapidly increase, putting a strain on businesses, further disrupting our global supply chain, and slowing consumer spending. This continued disruption will have a profound impact on our small businesses and their workers, putting greater pressure on our local workforce development system for help.

To ensure an equitable economic recovery, Washington needs to lead by helping local businesses recoup from the pandemic and providing a hand-up for Washingtonians most impacted by COVID-19, especially communities of color, women, and younger, less-educated, and lower-income workers.

TO ADDRESS THESE CHALLENGES, we recommend a \$50 million local Workforce Impact Fund, focused on 3 broad, proven workforce strategies to transition Washingtonians into good jobs:

- 1. Employer Driven Earn and Learn Opportunities to Re-Career:** A large share of low-income workers have lost their jobs and need support to meet their basic needs while going through training and placement to re-career. This means providing paid internships, paid community service work, stipends, and other income supports in conjunction with occupational training and placement into middle-income career opportunities. Services include: paid internships, cohort-based occupational training, training stipends, scholarships, registered pre-apprenticeship programs, on-the-job training, incumbent worker training, and registered apprenticeships.
- 2. Increase Local Service Capacity:** Local Workforce Boards have a scalable, big-tent approach that connects the strengths of local community-based, education, business and other partners with services offered through the public workforce system. This broad approach will be implemented through established networks of local partners that provide start-to-finish career coaching services including outreach, referrals to skill development and training opportunities, and referrals to wraparound support services that enable participation and success. Resources will be used to expand Local Workforce partners' capacity to respond to COVID-related workforce and local business needs.
- 3. Wrap-Around Supports:** Wrap-around supports, including childcare, housing, and behavioral health support, are needed to enable people navigating poverty to participate in programs that will help them re-engage in the workforce:
 - We must provide childcare support for people navigating poverty with young children. Otherwise, the high cost and limited access to childcare will prohibit them from going through a training program and starting a new job.
 - We must provide housing placement and eviction prevention for people who no longer have the income to pay their rent. Otherwise, the impacts of homelessness will greatly reduce their ability to get back into a new job and career.

- Finally, we must provide supports such as mental health and substance use treatment as we help people return to new careers after the traumatizing impacts of the pandemic.

LOCAL WORKFORCE DEVELOPMENT BOARDS' IMPACT

STATEWIDE 2020/21



**Collectively over 15,000
businesses served**



78,000 workers served



Services include: Rental assistance, childcare, utilities payment support, computer and internet access, transportation, mental health, alcohol & drug treatment, household assistance, work-related clothing and tools.

Local Workforce Boards will lead coordination with local community partners and distribute resources to community-based organizations, education entities, and other local partners with a requirement to serve BIPOC, women, young workers, rural residents, and others most impacted by COVID -19. Services and outcomes will be tracked and reported using the existing statewide workforce data and reporting system (ETO). All data will be disaggregated by race, gender, and geography.

WASHINGTON NEEDS TO ACT!

Washington's public workforce development system, made up of 12 local business-led workforce development boards representing nearly 15,000 businesses and serving nearly 78,000 Washingtonians every year is the frontline system capable of delivering an equitable economic recovery for our state. We stand ready to continue to serve the needs of our local communities, making effective public investments in solutions that work.



Clallam County

2/22/22
@ 1pm

CLALLAM COUNTY MEETING PARTICIPATION

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: <http://www.clallam.net/features/meetings.html>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

8/22/22
@1pm

Clallam County

2022 Quarterly Income Report – Quarter 2

The Washington State Department of Natural Resources manages more than 600,000 acres of state forestlands in Washington. State forestlands generate revenue that helps support counties and local services. The lands are located in 21 counties, though the amount of acreage of trust land varies considerably by county. This report provides county-specific information regarding quarterly revenue from state forestlands.

ALL REVENUE¹ distributed to Clallam County in Calendar Quarter 2 (April 1 - June 30, 2022). Due to the specific date monies are received by the Department and the cutoff dates used by the State Treasurer for wire transfers, the revenue for the current period may be different than actual remittances received by the county.

\$ 1,335,936.96

ALL REVENUE¹ accrued for Clallam County this calendar year, 2022, as of June 30, 2022. For reporting purposes, DNR follows the modified accrual basis of accounting per Generally Accepted Accounting Principles (GAAP). Under this measurement focus, revenues are recognized and recorded when they become both measurable and available, i.e., when invoiced.

\$ 2,826,619.00

NET VALUE² of State Forestland timber in Clallam County under contract as of June 30, 2022.

\$ 9,161,123.99

[Click here](#) for 10-Year Revenue History.

[Click here](#) for detail about timber sales under contract.

¹ All revenue refers to distributions from timber and non-timber sources.

² Net value of timber includes the estimated value of timber currently under contract and does not include the estimated value from non-timber sources.

There are two types of state forestlands: State Forest Transfer lands, and State Forest Purchase lands.

1. **State Forest *Transfer* Lands.** These are lands acquired by counties through tax foreclosures that were subsequently turned over to the state. The Department of Natural Resources currently manages more than 538,000 acres of these forestlands in trust for 20 counties. Revenue from State Forestlands is distributed in accordance with RCW 79.64.110. Based on population, Skamania and Wahkiakum Counties have different distribution requirements compared with other counties.
2. **State Forest *Purchase* Lands.** State-issued bonds were used to acquire certain parcels of forestland from private owners. Typically, these forestlands had been logged and were in need of active management. Allocation of revenue from these lands was determined when purchase was authorized, as follows: 26.5 percent to the county in which the property is located; 50 percent to DNR for management expenses; and the remaining 23.5 percent to the State General Fund.

State Forestlands

Current as of 04/09/2021

	State Forest Transfer	State Forest Purchase	Total Acres
Clallam	93,018	242	93,260
Clark	26,497	3,850	30,347
Cowlitz	11,083	275	11,358
Grays Harbor	2,315	29,033	31,348
Jefferson	14,706	16	14,722
King	22,908	0	22,908
Kitsap	7,561	79	7,640
Kittitas	0	3	3
Klickitat	20,360	41	20,401
Lewis	39,999	3,069	43,067
Mason	28,344	561	28,905
Okanogan	42	0	42
Pacific	14,839	8,163	23,002
Pierce	8,880	3,339	12,219
Skagit	86,146	2	86,148
Skamania	37,917	4,461	42,378
Snohomish	62,480	1,681	64,161
Stevens	160	41	201
Thurston	20,019	23,531	43,550
Wahkiakum	12,405	0	12,405
Whatcom	29,241	996	30,237
Total Acres	538,918	79,384	618,302

CLALLAM COUNTY REVENUE PROJECTIONS FOR 2022 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)																										
SALES CURRENTLY UNDER CONTRACT,																										
SALE NAME	CONTRACT NO.	SALE TYPE	SALE DATE	EXP. DATE	Total Volume	TOTAL VALUE	% COUNTY	Total Value to County	TAX DIST.		2018 TRANSFERS	2019 TRANSFERS	2020 TRANSFERS	2021 TRANSFERS	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		PROJECTED 3RD-4TH QUARTER	Yearly Total Wired	SALE TOTAL WIRE TO COUNTY	2023 under contract
															Projected	Wired to County	Projected	Wired to County	Projected	Wired to County	Projected	Wired to County				
AGATE BAY CT	C3000096309	WEIGHT SCALE	6/13/2018	CLOSED	4,550	\$898,829	45.16%	\$304,433	153-100%		\$29,147	\$10,176	\$34,194	\$220,725	\$0	\$95	\$50	\$50	\$0		\$0		\$0	\$145	\$294,387	CLOSED
PLEASANT PUSH	C3000096665	LUMP SUM	5/23/2018	CLOSED	6,042	\$2,131,406	71%	\$1,134,974	101-15.55%		\$17,210	\$0	\$159,230	\$0	\$0	\$65	\$0	\$0	\$0		\$0		\$0	\$65	\$176,505	CLOSED
									102-84.45%		\$93,464	\$0	\$864,761	\$0	\$0	\$351	\$0	\$0	\$0		\$0		\$0	\$351	\$958,576	
PARK LINE	C3000097443	LUMP SUM	1/30/2019	CLOSED	3,373	\$602,200	0.86%	\$3,884	503-100%		N/A	\$3,021	\$863	\$1	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$3,885	CLOSED
BOULDER DASH	C3000098722	LUMP SUM	8/28/2019	IN AUDIT	7202	\$924,000	55.74%	\$386,278	502-100%		N/A	N/A	\$21,416	\$331,474	\$0	\$0	\$0	\$0	\$33,388		\$0		\$33,388	\$0	\$352,890	\$0
FOOT TRAIL	C3000097642	LUMP SUM	3/25/2020	CLOSED	6472	\$1,734,478	97.93%	\$1,273,931	101-100%		N/A	N/A	\$0	\$838,958	\$0	\$435,428	\$0	\$0	\$0		\$0		\$0	\$435,428	\$1,274,386	\$0
LONE SPRUCE	C3000091527	LUMP SUM	5/27/2020	CLOSED	3650	\$881,233.50	94.29%	\$623,186	502-100%		N/A	N/A	\$422,954	\$205,955	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$628,909	\$0
SPRUCED UP	C3000098878	LUMP SUM	5/27/2020	9/30/2022	7672	\$1,922,487.00	14.52%	\$209,359	502-100%		N/A	N/A	\$1,088	\$66,244	\$0	\$55,508	\$26,000	\$26,121	\$39,619		\$20,900		\$60,519	\$81,630	\$148,962	\$0
SOUTH CHICAGO	C3000099255	LUMP SUM	6/17/2020	10/31/2022	8984	\$1,602,720.00	95.70%	\$1,150,352	153-100%		N/A	N/A	\$0	\$529,853	\$0	\$76,962	\$75,000	\$62,766	\$200,000		\$141,999		\$341,999	\$139,728	\$669,581	\$138,772
WHISKY CK. LIMIT	C3000099241	LUMP SUM	8/26/2020	10/31/2022	9692	\$2,710,419.57	70.56%	\$1,434,354	102-9.05%		N/A	N/A	\$5,883	\$17,647	\$0	\$7,829	\$0	\$0	\$42,734		\$42,734		\$85,468	\$7,829	\$31,359	\$12,981
									153-90.95%		N/A	N/A	\$59,118	\$177,355	\$0	\$78,684	\$0	\$0	\$429,967		\$429,967		\$859,934	\$78,684	\$315,157	\$130,454
									102-43.24%		N/A	N/A	\$0	\$97,410	\$0	\$50,385	\$23,782	\$0	\$24,142		\$25,778		\$49,920	\$50,385	\$147,795	\$24,610
FLUTTERBY	C3000099655	LUMP SUM	10/28/2020	12/31/2022	3282	\$1,005,001.00	75.51%	\$569,157	153-56.76%		N/A	N/A	\$0	\$127,868	\$0	\$66,138	\$31,218	\$0	\$31,691		\$33,838		\$65,529	\$66,138	\$194,006	\$32,296
KINGS SILVER	C3000100646	LUMP SUM	10/28/2020	IN AUDIT	3094	\$1,133,281	100.00%	\$849,961	202-100%		N/A	N/A	\$0	\$0	\$0	\$340,890	\$425,000	\$425,015	\$0		\$84,056		\$84,056	\$765,905	\$765,905	\$0
HOMEWARD	C3000101114	LUMP SUM	12/16/2020	9/30/2022	4527	\$1,267,000	79.39%	\$754,403	502-5%		N/A	N/A	\$0	\$34,119	\$0	\$0	\$0	\$0	\$0		\$3,600		\$3,600	\$0	\$34,119	CLOSED
									506-95%		N/A	N/A	\$0	\$648,285	\$0	\$0	\$0	\$0		\$68,400		\$68,400	\$0	\$648,285		
GOOD GOLLY	C30000100647	LUMP SUM	12/16/2020	10/15/2022	6554	\$1,936,148	9.41%	\$136,644	502-100%		N/A	N/A	N/A	\$42,181	\$0	\$9,588	\$23,560	\$23,560	\$25,000		\$22,714		\$47,714	\$33,148	\$75,329	\$13,600
FOR WHAT IT'S WORTH	C3000100852	LUMP SUM	1/27/2021	9/30/2023	5100	\$1,188,166	22.12%	\$197,117	502-100%		N/A	N/A	N/A	\$28,824	\$0	\$0	\$85,000	\$105,689	\$42,604		\$0		\$42,604	\$105,689	\$134,513	\$20,000
SALTY VIEW	C3000100653	LUMP SUM	2/24/2021	10/31/2023	8628	\$2,387,841	85.02%	\$1,522,607	151-10.47%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$26,175		\$26,175		\$52,350	\$0	\$0	\$107,066
									102-19.51%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$48,775		\$48,775		\$97,550	\$0	\$0	\$199,510
									153-70.01%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$175,025	\$0		\$175,025		\$350,050	\$0	\$0	\$715,927
TEXAS SHOWDOWN SORTS	VARIOUS	SORT	2/24/2021	CLOSED	6055	\$2,667,956	6.13%	\$100,812	202-75%		N/A	N/A	N/A	\$80,864	\$0	\$0	\$0	\$14,907	\$0		\$0		\$0	\$14,907	\$95,771	CLOSED
TOMAUDEUR	C3000100885	LUMP SUM	3/24/2021	CLOSED	1853	\$331,800	100.00%	\$248,850	203-25%		N/A	N/A	N/A	\$26,955	\$0	\$0	\$0	\$4,969	\$0		\$0		\$0	\$4,969	\$31,924	
									302-100%		N/A	N/A	N/A	\$142,127	\$0	\$83,491	\$23,232	\$23,732	\$0		\$0		\$0	\$106,723	\$248,850	CLOSED
CLARK FLATS	C3000100651	LUMP SUM	5/26/2021	CLOSED	5645	\$1,718,846	78.57%	\$1,012,873	503-100%		N/A	N/A	N/A	\$1,007,712	\$0	\$5,161	\$0	\$0			\$0		\$0	\$5,161	\$1,012,873	CLOSED
GOLLY G	C300100648	LUMP SUM	5/26/2021	CLOSED	2862	\$909,328	100.00%	\$681,996	502-100%		N/A	N/A	N/A	\$547,771	\$0	\$51,538	\$82,686	\$82,686	\$0		\$0		\$0	\$134,225	\$681,996	CLOSED
WILLEY RIDGE	C3000098103	LUMP SUM	4/28/2021	10/31/2024	8797	\$630,000	12.54%	\$59,252	302-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$59,252
SHU TYE	C3000100656	LUMP SUM	6/16/2021	10/31/2022	1787	\$265,888	32.37%	\$64,551	502-76%		N/A	N/A	N/A	\$0	\$0	\$34,519	\$0	\$0	\$14,540		\$0		\$14,540	\$34,519	\$34,519	\$0
									503-24%		N/A	N/A	N/A	\$0	\$0	\$10,901	\$0	\$0	\$4,591		\$0		\$4,591	\$10,901	\$10,901	\$0
									101-55.17%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$241,093		\$220,680		\$461,773	\$0	\$0	\$551,725	
BLACK DIAMOND	C3000102024	LUMP SUM	11/30/2021	10/31/2023	5469	\$2,449,393.48	100.00%	\$1,837,045	102-44.83%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$195,907		\$179,320		\$375,227	\$0	\$0	\$448,320
SOLDUCKING	C3000100655	LUMP SUM	12/15/2021	10/31/2023	4902	\$1,276,717.67	40.39%	\$386,750	502-100%		N/A	N/A	N/A	\$0	\$0	\$14,640	\$235,000	\$234,914	\$0		\$137,109		\$137,109	\$249,555	\$249,555	CLOSED
CENTER 21 THIN	C3000100662	WEIGHT SCALE	12/15/2021	10/31/2024	4652	\$707,187.32	30.00%	\$159,117	202-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$159,117
OVER UNDER	C3000102019	LUMP SUM	1/26/2022	10/31/2023	2889	\$1,067,127	100%	\$800,345	503-100%		N/A	N/A	N/A	N/A	\$0	\$0	\$159,000	\$222,398	\$0		\$0		\$0	\$222,398	\$222,398	\$577,947
OUTFIELD	C3000102802	LUMP SUM	5/25/2022	10/31/2024	5559	\$1,827,170	98%	\$1,342,970	502-60%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$740,439
									506-40%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$493,626
STRIPED FLY	C3000102915	LUMP SUM	4/27/2022	10/31/2022	469	\$115,000	100%	\$86,250	153-100%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0		\$63,315		\$63,315	\$0	\$0	\$0
TYEE RIDGE	C3000102262	LUMP SUM	6/15/2022	10/31/2023	4720	\$1,158,001	91%	\$790,336	503-100%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$790,336
TREES A CROWD VDT	C3000102250	WIEGHT SCALE	6/15/2022	10/31/2025	3639	\$781,989	89%	\$521,978	102-33%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$173,992
									202-34%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$173,992
									153-33%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0		\$0		\$0	\$0	\$0	\$173,992
TOTALS					139,761	\$36,291,624		\$17,331,451			\$139,821	\$13,197	\$1,569,507	\$5,172,328	\$0	\$1,322,174	\$1,189,528	\$1,226,308	\$1,575,251	\$0	\$1,724,385	\$0	\$3,299,636	\$2,548,481	\$9,443,334	\$5,737,954

SALES PROJECTED TO BE SOLD IN CALANDAR YEAR 2022 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)																										
RIO	TBD	LUMP SUM	8/24/2022	10/31/2024	1373	\$697,000	100%	\$522,750	101-80%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$418,200
ALDWELL	TBD	LUMP SUM	10/26/2022	10/31/2024	5899	\$1,474,750	100%	\$1,106,063	102-20%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104,550
									102-75%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$829,547	
									151-5%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,303	
									152-20%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$221,213	
									176-100%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,215
MORSE SIEBERT DIVIDE	TBD	LUMP SUM	10/26/2022	10/31/2024	1827	\$438,480	25%	\$82,215	176-100%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$526,444
BIG MACK SORTS	TBD	SORT	12/21/2022	10/31/2024	4011	\$1,403,850	100%	\$1,052,888	176-50%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$526,444
									202-50%		N/A	N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$526,444
TOTALS											\$139,821	\$13,197	\$1,569,507	\$5,172,328	\$0	\$1,322,174	\$1,189,528	\$1,226,308	\$1,575,251	\$0	\$1,724,385	\$0	\$3,299,636	\$2,548,481	\$9,443,334	\$8,501,869

CLALLAM COUNTY

Table 2: STATE FORESTLANDS -TIMBER SALES UNDER CONTRACT

					(NOTE: 30 month timeline)																														
					2022						2023												2024												
LUMP SUM SALES:	Contract #	Estimated total sale value to be distributed to the County*	Total Sale Distributions to the County through 6/30/2022	Estimated Remaining Value to be Distributed to the County	Contract End Date	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Willey Ridge VRH VDT	98103	59,251.50		59,251.50	10/31/2024																														
Boulderdash	98722	386,278.20	352,889.67	33,388.53	10/31/2022																														
Spruced Up	98878	216,279.79	148,961.63	67,318.16	9/30/2022																														
Whiskey Creek Limit	99241	1,383,736.95	346,516.12	1,037,220.83	10/31/2022																														
Falls Creek	99249	644,907.75	644,907.67	0.08	10/15/2022																														
South Chicago	99255	1,141,938.00	674,723.47	467,214.53	10/31/2022																														
Flutterby	99655	569,157.19	341,801.13	227,356.06	12/31/2022																														
Kings Silver	100646	849,960.75	765,905.01	84,055.74	10/31/2022																														
Good Golly	100647	136,643.64	75,329.51	61,314.13	10/15/2022																														
Golly G	100648	681,996.00	681,996.00	-	10/31/2023																														
Salty View	100653	1,522,607.10		1,522,607.10	10/31/2023																														
Solducking	100655	386,749.70	249,554.56	137,195.14	10/31/2023																														
Shu Tye	100656	65,628.00	45,419.81	20,208.19	10/31/2022																														
For What It's Worth	100852	197,116.75	134,512.98	62,603.77	10/31/2022																														
Tomauder	100885	248,850.00	248,849.99	0.01	9/30/2023																														
Homeward	101114	754,403.48	682,404.74	71,998.74	10/31/2022																														
Overunder	102019	800,345.25		800,345.25	10/31/2023																														
Black Diamond	102024	1,837,045.11		1,837,045.11	10/31/2023																														
Tyee Ridge	102262	765,236.01		765,236.01	9/04/2024																														
Outfield	102802	1,363,114.50		1,363,114.50	10/31/2024																														
Striped Fly	102915	86,250.00		86,250.00	10/31/2022																														
Total		14,011,245.66		8,703,723.37																															
SCALE SALES:	Contract #	Estimated total sale value to be distributed to the County*	Total Sale Distributions to the County through 6/30/2022	Estimated Remaining Value to be Distributed to the County	Contract End Date																														
Trees a Crowd VDT	102250	457,400.62		457,400.62	10/31/2025																														
Total		457,400.62		457,400.62																															
SORT SALES:	Contract #	Estimated total NET sale value to be distributed to the County*	Total Sale Distributions to the County through 6/30/2022	Estimated Remaining NET Value to be Distributed to the County	Harvest Contract End Date																														
Total		-		-																															
Net Estimated Remaining Value of State Forestland Timber Under Contract				9,161,123.99																															

1-LUMP SUM SALES Purchaser bids a fixed total sale value. Distributions occur throughout the contract as timber is harvested and invoiced. Contract can be extended.

2-SCALE SALES Purchaser bids a fixed price per thousand board feet for the biddable species; prices for all other species are set by DNR prior to auction. The total value for scale sales are estimates only, actual value will depend upon the amount of timber volume harvested by species. Distributions occur throughout the contract as timber is harvested and invoiced. Contract can be extended.

3-SORT SALES 1) Contractor hired by DNR harvests timber, delivers logs to individual purchasers of log sorts, and the harvester is paid for those services from the gross proceeds. Purchaser bids a delivered log value, per thousand board feet. The net value (after payment of harvesting costs) are estimates only until the project is completed. Actual net value will depend upon the amount of timber volume harvested by sort. 2) Distribution occurs once all operations are completed and the sale revenues and expenditures have been audited. Partial distributions may occasionally occur to provide revenue for the beneficiaries, or to meet the statutory requirement to maintain less than \$5 million in the Contract Harvest Revolving Fund at the end of each calendar year under RCW 79.15.520. 3) Contracts can be extended.

Estimated Distribution Window	SORTS Contract End Date
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If you are interested in more information related to state trust land distribution, please contact:
mona.griswold@dnr.wa.gov 360-374-2800

NOTE: This table shows revenue from timber only, it does not include non-timber revenue.

* This revenue is distributed by the county in accordance with RCW 79.64.110

[illegible]