



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, July 2, 2024 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of June 24

Approval of vouchers 

1b. Approval of payroll for the period ending June 15

Approval of payroll 

1c. Approval of minutes for the week of June 24

Approval of minutes 

1d. Resolution appointing Abigail Bohman and Viola Ware to the Homelessness Task Force

Resolution 

1e. Resolution appointing Gabriel Bugarin to the Conservation Futures Program Advisory Board

Resolution 

1f. Resolution authorizing the temporary closure of Olympic Hot Springs Road No. 17810

Resolution 

- 1g. Resolution authorizing Conservation Futures Program Advisory Board Bylaws Change

Resolution 

- 1h. Letter of support for Small Scale Water Efficiency Project ? AMI Metering Conversion Phase I

Letter of support 

- 1i. Notice to call for hearing to be held on Tuesday, July 23, 2024 at 10:30 a.m. regarding the Mid-Year 2024 Budget Review

Notice of hearing 

- 1j. Resolution authorizing temporary change in customer service hours for the Department of Community Development, Environmental Health and Public Works Department service counter

Resolution 

- 1k. Proclamation recognizing July as Lavender Month

Proclamation 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Contract with Washington State Criminal Justice Training Commission for wellness programs

Contract 

- 2b. Agreement amendment 1 with Clallam Public Defender for indigent public defense services

Agreement amendment 1 

- 2c. Agreement with Washington State Council of County and City Employees, Local 1619-MP for collective bargaining

Agreement 

- 2d. Agreement with Deputy Prosecutor Association Bargaining Unit for collective

Agreement 

Updated document added 6-28-24 - item 3 and 2d 

ADMINISTRATION

- 3a. Call for proposals to be received no later than Tuesday, July 23, 2024 at 10 a.m. regarding the Clallam County Hearings Examiner

Call for proposals 

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

- H1. Collaborative grant application with CIE for HUD CDBG funding

Hearing 

H2. Ordinance titled ?911 Addressing System?

Ordinance 

H3. Ordinance titled Carlsborg Urban Growth Area

Ordinance 

PUBLIC COMMENT ? Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners July 1 - 5:
Meetings below are held in the BOCC Board Room 160 unless indicated otherwise

Monday, July 1:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update (Virtually with WSAC)

1:00 p.m. Executive Session

Tuesday, July 2:

10:00 a.m. Board Meeting

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

Wednesday, July 3:

8:00 a.m. Coffee with Colleen (Virtually with EDC)

Thursday, July 4:

Independence Day observed - Courthouse closed

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

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

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of

public documents from Board meetings are available by contacting the Public Records Department.



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JUL 02 2024

Date of report: June 26, 2024

General Fund	\$704,124.15
Other Funds	\$975,173.57
Total	\$1,679,297.72

STATE OF WASHINGTON

County of Clallam

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2024.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

June 24 - 28, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund (GF)	Other Funds	General Fund (GF)	Other Funds
00100.211	Assessor	876.80			
00100.221	Auditor	4,972.43			
00100.241/291/831	Commissioners (BOCC)	564,836.54			
19961.291	BOCC - American Rescue Plan Act		40,847.46		
00100.331-334	Dept. of Community Develop't (DCD)	5,009.83			
00100.871	District Court I	676.60			
00100.881	District Court II	121.00			
11301.511	Health & Human Services (HHS)		3,538.14		
00100.511	HHS - Environmental Health	16,065.55			
11322.511	HHS - Homeless Task Force		6,632.97		
11323.511	HHS - Chem Dep/Mental Hlth		18,104.22		
11324.511	HHS - Affordable Housing		1,825.05		
11331.511	HHS - Developmental Disabilities		12,227.61		
00100.461	Human Resources (HR)	4,102.01			
50401.461	HR - Risk Management		9,409.35		
00100.411	Information Technology (IT)	12,556.75			
00100.851	Juvenile Services	5,337.00			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		196.18		
00100.911/912	Parks Fair Facilities (PFF)	47,641.12		33.99	
30101.911	PFF - REET 1 (Real Estate Excise Tax)		15,877.76		
00100.841-843	Prosecuting Attorney	11,460.00			
	Public Works (PW)				
10101.611	PW - Roads		25,884.56		
30401.331	PW - Dungeness Reservoir		47,593.80		
30805.611	PW - Broadband Infrastructure		598,847.95		
30901.331	PW - Carlsborg Water Mitigation		418.88		
41401.611	PW - Clallam/Seki Sewer		83,495.25		
42401.611	PW - Carlsborg Sewer		492.22		
43401.611	PW - Bullman Beach Water System		337.46		
50301.611	PW - ER&R (Equip't Rental & Revolving)		99,893.70		
00100.811-815,817	Sheriff	18,225.20			
00100.816	Sheriff - Jail Medical	2,585.50			
11003.811	Sheriff - Boating Safety		52.24		
11065.811	Sheriff - OPSCAN Operations		1,246.83		
11080.811	Sheriff - Inmate Commissary		388.83		4.91
30605.811	Sheriff - Joint Public Safety Facility Project		7,858.20		
00100.861	Superior Court	9,623.83			
Total		704,090.16	975,168.66	33.99	4.91

VISA statement balance:

Statement date:

Report Reconciliation		Totals			
Total	1,679,258.82	General Fund	704,124.15		
Final Check Lists	1,679,258.82	Other Non-GF	975,173.57		
Difference	-	VISA charges	-		
		Total	1,679,297.72	Use Tax	38.90

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
7/2/2024	FAIR PUBLISHING HOUSE INC	88583-01	mearley	381.88	33.99	381.88
7/2/2024	SWANSONS SERVICES CORP.	1848444	jminnoch1	55.21	4.91	55.21
Totals:				437.09	38.90	437.09

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/2/2024	0000023	ADVANCED TRAVEL	AT LK KELSO	6/13/2024	ADVANCE TRAVEL TYLER SO	374.98
				AT PR KELSO	6/13/2024	ADVANCE TRAVEL FOR PAM	337.98
				AT DC KELSO	6/13/2024	ADVANCE TRAVEL TYLER SO	111.00
							823.96
	7/2/2024	0002433	KUSS, LORRIE	LK AT REIMB	6/13/2024	REIMBURSE FOR KELSO TR/	18.50
							18.50
	7/2/2024	0027313	CHILDRESS, DANIEL	DC AT REIMB	6/13/2024	REIMBURSE KELSO TRAVEL	18.50
							18.50
	7/2/2024	0033199	LEMAY MOBILE SHREDDING	4842971S185	6/13/2024	CONFIDENTIAL DOCUMENT I	15.84
							15.84
Sub total for U S BANK:							876.80

0.679,258.82*+
0.*
646,860.63+
84,324.93+
24,069.96+
3,701.34+
2,585.50+
9,623.83+
1,679,258.82*+
0.*
58,393.54+
13,511.36+
12,556.75+
5,337.00+
196.18+
63,518.88+
11,460.00+
99,893.70+
25,884.56+
605,684.00+
5,009.83+
676.60+
121.00+
4,972.43+
876.80+
0.*

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0001179	PACIFIC OFFICE EQUIPMENT	1142778	6/13/2024	CUSTOM DESK WINDOW PAI	3,265.91	3,265.91
7/2/2024	0002515	RIGGS, SHOONA	Riggs 6-11-24	6/11/2024	2024 ELECTIONS CONFEREN	933.97	933.97
7/2/2024	0047080	HILLWAY, IAN	Hillway 6-11-24	6/11/2024	2024 ELECTIONS CONFEREN	118.50	118.50
7/2/2024	0049696	OHARA, RYAN	Ohara 6-11-24	6/11/2024	2024 ELECTIONS CONFEREN	535.55	535.55
7/2/2024	0049863	SOULA, BRYNNA	Soula 6-11-24	6/11/2024	2024 ELECTIONS CONFEREN	118.50	118.50
Sub total for U S BANK:							4,972.43

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06/24/2024 3:21:13PM

Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0000368	CLALLAM PUBLIC DEFENDER	PUB DEF 6/2024	6/18/2024	3RD QUARTER PAYMENT PEI	459,646.25	459,646.25
7/2/2024	0000507	CLALLAM COUNTY ECONOMIC	4381	6/18/2024	SFFI CONTRACT 245.24.013	45,500.00	
			4363	6/18/2024	SFFI CONTRACT 245.24.013	15,000.00	
			4382	6/18/2024	SFFI CONTRACT 245.24.004	6,167.61	66,667.61
7/2/2024	0000753	PENINSULA HOUSING AUTHORITY	52305312024	6/18/2024	ARPA MAY 2024 EXPENSE RE	18,593.07	18,593.07
7/2/2024	0001243	PITNEY BOWES - RESERVE A	11125119 JUN 21	6/18/2024	CLALLAM COUNT POSTAGE I	30,000.00	30,000.00
7/2/2024	0001262	PORT OF PORT ANGELES	3431717	6/18/2024	REGIONAL RECOMPETE GRANT	1,373.04	1,373.04
7/2/2024	0015513	OLYMPIC PENINSULA COMMUNITY	ARPA OPCC API	6/18/2024	ARPA - HHS MEDICAL RESPIR	22,254.39	22,254.39
7/2/2024	0023824	JEFFERSON COUNTY AUDITOR	C6172024	6/18/2024	SFFI CONTRACT 245.24.009	1,837.15	1,837.15
7/2/2024	0042889	PORT ANGELES FINE ARTS CENTER	50, 2024 PA	6/18/2024	PA FINE ARTS HISTORIC PRE	5,000.00	5,000.00
7/2/2024	0049591	WIRKEBAU, UNA	WIRKEBAU 6/2024	6/18/2024	MILEAGE REIMBURSEMENT I	312.49	312.49
Sub total for U S BANK:							605,684.00

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Final Check List
CLALLAM COUNTY

DED

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0001540	SWAIN'S GENERAL STORE IN	327348	5/24/2024	BUILDING OPERATING SUPP	48.32	48.32
7/2/2024	0002337	BAUMANN, CHERYL	BAUMANN 4-25	6/18/2024	G133 NOBLE PROJECT PRES	491.41	491.41
7/2/2024	0031171	LOWER ELWHA HERITAGE CE	682	9/25/2023	G133 NOBLE PROJECT SITE	1,395.00	1,395.00
7/2/2024	0046111	CLERICI, BRIAN	CLERICI 6-18-24	6/18/2024	CE TRAINING VIN	314.50	314.50
7/2/2024	0049361	HAGOOD, CHUCK	HAGOOD	6/9/2024	CE TRAVEL TRAINING VIN	2,446.10	2,446.10
7/2/2024	0049878	MCCULLOUGH, SALLIE	McCULLOUGH	6/18/2024	CE VIN TRAVEL TRAINING	314.50	314.50
Sub total for U S BANK:							5,009.83

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Final Check List
CLALLAM COUNTY

District Court I Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/2/2024	0021386	STAPLES ADVANTAGE	6002532465	5/18/2024	STAPLES - BLACK INK CARTF	276.60	276.60
	7/2/2024	0049146	NEPENTHE LABORATORY SV	3506	4/30/2024	DISTRICT COURT PROBATIO	400.00	400.00
Sub total for U S BANK:							676.60	

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06/24/2024 3:48:17PM

Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/2/2024	0019100	PLUMLEY, WILLIAM L	690878	7/2/2024	SPANISH INTERPRETER	65.00	65.00
	7/2/2024	0049146	NEPENTHE LABORATORY SV	3505	7/2/2024	PROBATION UA TESTING	56.00	56.00
Sub total for U S BANK:							121.00	

4415

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0019712	OLYMPIC MAILING SERVICES	24-58086	5/28/2024	ONSITE - O&M PROGRAM NE	6,197.99	6,197.99
7/2/2024	0001179	PACIFIC OFFICE EQUIPMENT	1141507	5/29/2024	ADMIN - OFFICE FURNISHING	4,786.16	4,786.16
7/2/2024	0027476	U S POSTMASTER	USPS Crlsbrg 6-	6/12/2024	ONSITE - SUMMER NEWSLET	5,031.40	5,031.40
7/2/2024	0001694	WA ST BOARD OF REG SANITW	SBRS JG 6-1-	6/1/2024	ADMIN- LICENSE RENEWAL -	50.00	50.00
7/2/2024	0000084	ANGELES COMMUNICATIONS	35022	6/11/2024	HOPS - CONNECT 2 ADDITIO	478.64	478.64
7/2/2024	0000296	CENTURYLINK	CL 06-06-24	6/6/2024	HOPS - FORKS OFFICE PHON	409.79	409.79
7/2/2024	0000546	EXPRESS SERVICES, INC	30859956	6/12/2024	HOPS - EXTRA HELP	1,023.36	1,023.36
7/2/2024	0000599	FORKS OUTFITTERS	FO 06-13-24	6/13/2024	HOPS - NUTS, BOLTS	2.17	2.17
7/2/2024	0046988	RICHARDSON, SUMMER	SR BT 06-17-24-	6/17/2024	HOPS - BUSINESS MILEAGE -	71.56	
			SR BT 06-17-24-	6/17/2024	HOPS - BUSINESS MILEAGE -	48.11	119.67
7/2/2024	0049218	SQUEAKY CLEAN SERVICES	359	6/17/2024	HOPS - CLEANING/SANITIZIN	750.00	
			360	6/17/2024	HOPS - CLEANING/SANITIZIN	600.00	1,350.00
7/2/2024	0033201	WESTSIDE PIZZA	WP 06-14-24	6/14/2024	HOPS - GROUP SUPPORT SL	154.51	154.51
7/2/2024	0000224	BOYS & GIRLS CLUB OF OLYM	11322-23-BGCO	6/10/2024	HTF - LIFE SKILLS TRAINING	3,077.25	3,077.25
7/2/2024	0032029	NORTH OLYMPIC REGIONAL,	11322-23-NORV	6/12/2024	HTF - SARGE'S PLACE - MAY	3,555.72	3,555.72
7/2/2024	0001509	CORDANT HEALTH SOLUTION	TC-9901210531	5/31/2024	CD/MH - LIFT COURT - MAY 2	145.43	145.43
7/2/2024	0000577	FIRST STEP FAMILY SUPPOR	T 11323-24-FSFS	6/17/2024	CD/MH - PARENTS AS TEACH	8,408.79	8,408.79
7/2/2024	0030719	REFLECTIONS COUNSELING,	11323-24-RCSG	6/12/2024	CD/MH - UNDERINSURED & N	9,550.00	9,550.00
7/2/2024	0032029	NORTH OLYMPIC REGIONAL,	11324-23-NORV	6/12/2024	AH - UTILITIES & REMODELIN	1,825.05	1,825.05
7/2/2024	0000396	CONCERNED CITIZENS	11331-24-CC-BT	6/7/2024	DDD - BRIDGES TO THE FUTU	5,846.61	
			11331-24-CC-CF	6/11/2024	DDD - CHILDFIND AND OUTR	2,746.00	
			11331-24-CC-FA	6/7/2024	DDD - FUN ACTIVITIES AND C	691.00	9,283.61
7/2/2024	0000577	FIRST STEP FAMILY SUPPOR	T 11331-24-FSSP	6/13/2024	DDD - SUPPORTED PARENTII	2,944.00	2,944.00
Sub total for U S BANK:							58,393.54

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0048504	MENKE JACKSON BEYER LLP	482 - 5/31/2024	6/20/2024	APPRAISAL LITIGATION	4,176.55	4,176.55
7/2/2024	0042558	NEOGOV	43816	6/20/2024	ADVERTISING	2,257.80	2,257.80
7/2/2024	0003940	SULLENGER, TAMMY	5131573	6/20/2024	FAIRGROUNDS EVENTS LIAB	150.00	150.00
7/2/2024	0001680	WA COUNTIES RISK POOL	C24053113	6/20/2024	CLAIMS	4,235.55	
			C24053117	6/20/2024	CLAIMS	436.00	
			C24053114	6/20/2024	CLAIMS	245.00	
			C24053116	6/20/2024	CLAIMS	100.15	
			C24053115	6/20/2024	CLAIMS	66.10	5,082.80
7/2/2024	0002042	LEOFF - JUN 24	6/20/2024	LEOFF - JUNE 24 RC	339.55	339.55	
7/2/2024	0022748	LEOFF JUN 24 F	6/20/2024	LEOFF JUN 24 FD	148.50	148.50	
7/2/2024	0000522	LEOFF JUN 24 I	6/20/2024	LEOFF JUN 24 DE	164.90	164.90	
7/2/2024	0002036	LEOFF JUN 24	6/20/2024	LEOFF JUN 24 DL	164.90	164.90	
7/2/2024	0002038	LEOFF JUN 24 I	6/20/2024	LEOFF JUN 24 DR	164.90	164.90	
7/2/2024	0002047	LEOFF JUN 24 F	6/20/2024	LEOFF JUN 24 RS	861.46	861.46	
Sub total for U S BANK:							13,511.36

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0000268	WAVE BUSINESS	103951201-001C	6/19/2024	CPI FIBER - COMBINED	4,293.57	4,293.57
7/2/2024	0000296	CENTURYLINK	406389122-061C	6/19/2024	FORKS SHERIFF #2	329.67	
			300511193-0619	6/19/2024	FORKS COURTROOM FAX	77.06	
			406493163-061C	6/19/2024	PENCOM RINGDOWN	75.35	
			300561295-061C	6/19/2024	FORKS COURTROOM FAX	72.17	554.25
7/2/2024	0001179	PACIFIC OFFICE EQUIPMENT	1141708	6/19/2024	BOCC TAG 9312 COPY COUN	854.79	
			1141709	6/19/2024	IT TAG 12306 COPY COUNTS	104.16	958.95
7/2/2024	0001641	VERIZON WIRELESS	9965019307	6/19/2024	IT CELL & DATA PLANS	456.23	456.23
7/2/2024	0003410	LEMAY MOBILE SHREDDING	4842638S185	6/19/2024	SHREDDING SERVICES	37.50	37.50
7/2/2024	0004211	CENTURYLINK	3604527831-061	6/19/2024	MAIN COURTHOUSE	1,447.64	
			333973346-061C	6/19/2024	PUBLIC HEALTH 3RD ST.	516.71	
			333618879-061C	6/19/2024	COURTHOUSE T-1	490.59	
			3604172850-061	6/19/2024	DID ROLLOVER	449.26	
			333641669-061C	6/19/2024	MODEM POOL	153.83	
			333558255-061C	6/19/2024	SEQUIM SHERIFF #2	110.74	
			333641915-061C	6/19/2024	SEQUIM SHERIFF #1	73.48	
			333806161-061C	6/19/2024	TELEPHONE SWITCH MAINT	70.06	
			333540894-061C	6/19/2024	SHERIFF COURTHOUSE LINE	56.89	
			333958449	6/19/2024	JUVIE COURT	41.20	
			333620080-061C	6/19/2024	ALARMS	4.38	3,414.78
7/2/2024	0023718	AT&T	3604574397LD-(	6/19/2024	JUVIE COURTROOM FAX LOI	49.22	
			0306024016001-	6/19/2024	WEST END TOLL FREE	25.75	74.97
7/2/2024	0045293	LUMEN	692021232	6/19/2024	LEVEL 3 COMM TRUNK	2,766.50	2,766.50
Sub total for U S BANK:							12,556.75

Juv Svcs

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0001547	SYSKO FOOD SERVICES OF	555740351	6/12/2024	DET FOOD & SUPPLIES	1,627.51	1,627.51
7/2/2024	0002271	JACOBSEN, JODY	061124JJ	6/14/2024	TRVL TRNG - REIMB J. JACO	55.50	55.50
7/2/2024	0014681	PROFORCE LAW ENFORCEM	551258	6/14/2024	DET SUPPLIES	2,348.34	2,348.34
7/2/2024	0017787	DAIRY FRESH FARMS INC	8122417016	6/18/2024	DET FOOD	91.25	
			8052417104	6/19/2024	DET FOOD	72.08	163.33
7/2/2024	0041605	HD SUPPLY	809577760	6/12/2024	DET SUPPLIES	803.29	
			809577778	6/12/2024	DET SUPPLIES	233.95	
			809339286	6/11/2024	DET SUPPLIES	77.62	
			809339278	6/11/2024	DET SUPPLIES	27.46	1,142.32
Sub total for U S BANK:							5,337.00

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Final Check List
CLALLAM COUNTY

Nox Weeds

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0001540	SWAIN'S GENERAL STORE	IN329018	6/17/2024	GEAR FOR SEASONAL TECH	148.55	148.55
7/2/2024	0046816	ST JOHN, CHRISTINA	St John2024 6-1	6/20/2024	TESTING FEE FOR SAM FISC	25.00	25.00
7/2/2024	0048872	OAKES, JOSEPH	Oakes2024 6-1	6/6/2024	PARTS FOR WATERING PUMI	16.63	16.63
7/2/2024	0049879	FISCHBEIN, SAMANTHA	Fischbein2024 6	6/12/2024	PARKING AT THE WSDA PES	6.00	6.00
Sub total for U S BANK:							196.18

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0000034	AIR FLO HEATING CO	114224311	6/13/2024	2009FAC CH VAV AIR SYST B	457.38	457.38
7/2/2024	0000091	ANGELES MILLWORK & LUMB	354407	6/20/2024	JV GRINDER STONE SANDEF	21.91	
			354188	6/20/2024	FG LINK CHAIN S HOOK FOR	16.24	
			354000	6/20/2024	FG LYNCH PIN CORD FOR WI	10.32	
			353956	6/20/2024	SMPK QR BLACK PAINT.	8.70	
			711 rentals	6/20/2024	JAIL FASTENERS	3.70	60.87
7/2/2024	0000094	ANGELES PLUMBING INC	40399	6/20/2024	CH LEAK REPAIR	2,463.30	
			41166	6/13/2024	CH MIXING VALVE REMOVE C	504.71	
			40392	6/20/2024	CH BOILER LEAK REPAIR	359.88	
			40385	6/20/2024	JV PLUMBING SERVICE PLUC	325.03	3,652.92
7/2/2024	0000196	BILLS PLUMBING & SANIKAN	s3679682	6/20/2024	SC SANIKANS	240.00	
			s3679528	6/13/2024	SMPK FWB SANIKAN	105.00	
			ws3679323	6/13/2024	RH SANIKAN	100.00	
			s3679347	6/20/2024	SMPK RDG SANIKAN	100.00	
			s3679761	6/20/2024	DRA SANIKAN	100.00	645.00
7/2/2024	0000206	BLUE MOUNTAIN TREE SERV	13576	6/13/2024	SMPK RDG HAZARD TREE RE	1,737.60	1,737.60
7/2/2024	0000289	CDW GOVERNMENT, INC.	LT47952	6/13/2024	RSTR JV BLD LOGITEC MEET	1,402.21	
			LT45293	6/13/2024	RSTR JV BLD SAMSUNG 85" :	1,315.38	2,717.59
7/2/2024	0000359	CLALLAM COUNTY PUBLIC W	1480 6/24	6/20/2024	CB MAY SEWER	145.52	145.52
7/2/2024	0000547	FAIR PUBLISHING HOUSE INC	88583-01	6/13/2024	FG STICKERS FOR RIBBONS	381.88	381.88
7/2/2024	0000677	GRAINGER INC	9142119735	6/20/2024	CDJ BATTERY CASE	187.61	
			9151260404	6/20/2024	CH CAMLOCK	33.27	
			9139975974	6/20/2024	CH UNION TEE	24.07	244.95
7/2/2024	0000725	HEARTLINE, THE	a20081	6/20/2024	FG TRUCK HIRE REMOVE CC	849.42	
			a20096	6/20/2024	2009PT 5 YRDS BARK FOR RI	179.69	1,029.11
7/2/2024	0001036	MURREYS OLYMPIC DISPOS	A8138319s112	6/13/2024	SC MAY GARBAGE	2,865.55	
			8138306s112	6/13/2024	DRA MAY GARBAGE	1,047.35	
			81394880s112	6/13/2024	SC MAY RECYCLE	610.28	
			8138985s112	6/13/2024	CH MAY RECYCLE	584.64	
			8139481s112	6/13/2024	DRA MAY RECYCLE	166.44	
			8139060s112	6/13/2024	CH MAY RECYCLE	110.96	5,385.22

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0001252	PORT ANGELES, CITY OF	63871-98716 5/2	6/13/2024	CH MAY UTIL & GARBAGE	22,673.53	
			63871-147906 5/	6/13/2024	CH MAY UTIL & GARBAGE	4,447.67	
			60327-89776 5/2	6/13/2024	3RD ST MAY UTIL & GARBAGE	862.54	
			63871-161038 5/	6/13/2024	CH EVSE MAY UTIL	111.87	28,095.61
7/2/2024	0001253	PORT ANGELES SOLID WAST	1213318	6/20/2024	CH DUMP FEE	100.05	
			1211395	6/20/2024	JUV DUMP FEE	81.13	
			1211493	6/20/2024	JUV DUMP FEE	70.99	
			1213100	6/20/2024	JV DUMP FEE	50.70	
			1213362	6/20/2024	JV DUMP FEE	48.17	
			1211472	6/20/2024	CH DUMP FEE	38.03	389.07
7/2/2024	0001258	PORT ANGELES POWER EQU	98036060	6/20/2024	SMPK MIX OIL	35.83	35.83
7/2/2024	0001300	PUBLIC UTILITY DISTRICT	43120 5/24	6/13/2024	RH MAY ELECT	204.06	
			25837 5/24	6/13/2024	DRA MAY ELECT	166.95	
			25839 5/24	6/13/2024	DRA MAY ELECT	164.12	
			25840 5/24	6/13/2024	DRA MAY ELECT	129.73	
			25838 5/24	6/13/2024	DRA MAY ELECT	53.14	
			44963 5/24	6/13/2024	RH MAY ELECT IRR	32.20	
			67069 5/24	6/13/2024	SMPK CLINE UNMETERED LI	24.40	774.60
7/2/2024	0001708	WA ST DEPT OF LABOR & IN	376032	6/20/2024	CDJ DRA INSPECTION	209.30	209.30
7/2/2024	0004211	CENTURYLINK	333811110 6/24	6/20/2024	CDJ 333811110 JUNE PHONE	152.43	
			333558429 6/24	6/20/2024	DRA 333558429 JUNE PHONE	145.58	
			333894964 6/24	6/20/2024	SC 33394964 JUNE PHONES	78.59	376.60
7/2/2024	0027135	SHERWIN WILLIAMS INC	4818-3	6/20/2024	CH PAINT	834.56	834.56
7/2/2024	0033207	HUNT ENGINEERING SERVICE	8592	6/13/2024	2402FAC JUV HVAC DESIGN I	9,300.00	9,300.00
7/2/2024	0041504	IML SECURITY SUPPLY	4117115	6/20/2024	CH ELECTRICK STRIKE	132.36	
			4112386	6/13/2024	CH BACKSET DEADLATCH	86.09	218.45
7/2/2024	0041605	HD SUPPLY	808153704	6/20/2024	FG CAN LINERS	796.97	
			808874689	6/20/2024	FG BATH TISSUE	499.20	
			810519645	6/20/2024	CH DAWN MANUAL POT DETI	299.19	
			809339260	6/20/2024	CH LINERS	275.50	
			810038919	6/20/2024	DRA SPONGE LINER PAPER I	211.06	
			806505053	6/20/2024	DRA 2 PLY TOWL GRAFF REM	159.42	
			810038927	6/20/2024	CDJ CLEANING PADS	37.37	2,278.71
7/2/2024	0041765	CALL LUKE LLC	4581	6/20/2024	3RD ST CH PREVENT REFIL E	355.01	355.01
7/2/2024	0041995	CASCADIA WATER LLC	3401 5/24	6/20/2024	DRA APRIL MAY WATER	442.00	442.00

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/2/2024	0045190	ELECTRONIC DIRECTORY CC51091	6/13/2024	CH ELECTRONIC DIRECTOR'	399.00	
			51208	6/13/2024	CH ELECT DIRECTORY NEW'	129.00	528.00
	7/2/2024	0048297	JAMES MONROE LLC	6/20/2024	2008FAC JAIL LOCK RPR TRB	3,223.10	3,223.10
Sub total for U S BANK:							63,518.88

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Final Check List
CLALLAM COUNTY

Prosecutor

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/2/2024	0029872	SEQUIM VALLEY FUNERAL CH02546	6/20/2024	MAY CORONER CHARGES	11,010.00	11,010.00
	7/2/2024	0045696	THURSTON COUNTY CORON/CCC-6012024	6/20/2024	MORGUE USAGE MAY	450.00	450.00
Sub total for U S BANK:							11,460.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/2/2024	0000599	FORKS OUTFITTERS	17JUN2024ERR	6/17/2024	Sprayers - LC	74.90	74.90
	7/2/2024	0001187	PAPE MACHINERY INC	335254	4/30/2024	Vehicle Purchases - PA 446, 46	82,376.32	82,376.32
	7/2/2024	0001255	PRICE FORD LINCOLN MERCI	5054188	6/19/2024	Screws, Lamp ASY, Nuts, Scre	114.40	
			5054142	6/14/2024	Bolts - PA 160	9.19	123.59	
	7/2/2024	0001551	TACOMA SCREW PRODUCTS	140113820-00	6/10/2024	Rags, Brake Cleaner - PA	974.74	974.74
	7/2/2024	0001781	WHITEHEADS AUTO PARTS IN	288835	6/17/2024	Flange Bearings - WE 452	1,707.71	
			288831	6/17/2024	O Ring Kit - LC	141.17		
			288594	6/13/2024	Trailer Wire - LC	131.41	1,980.29	
	7/2/2024	0006210	KONECRANES INC.	154990521	3/28/2024	Maintenance - PA 20-B201	2,210.67	2,210.67
	7/2/2024	0022435	RACE STREET AUTO PARTS	676013-24	6/18/2024	Brake Pad, Rotors, Air Filter - P	264.62	264.62
	7/2/2024	0026991	PACIFIC ENVIRONMENTAL SE	24551	5/31/2024	3 Year Cathodic Protection Che	850.00	
			24552-ERR	5/31/2024	3 Year Cathodic Protection Che	850.00	1,700.00	
	7/2/2024	0036098	O'REILLY AUTO PARTS	2750-496809	6/18/2024	Bracketed CAL - PA S344	252.56	252.56
	7/2/2024	0040272	MATT'S TOOLS USA LLC	143737	6/20/2024	Jumpstarter - PA	264.02	264.02
	7/2/2024	0043469	PETROCARD	0522092-IN	6/13/2024	Dyed Diesel, Unleaded - LC	5,186.00	
			0522086-IN	6/13/2024	Dyed Diesel - CB	2,955.95		
			0521930-IN	6/11/2024	Hydraulic Fluid - PA	1,497.43	9,639.38	
	7/2/2024	0049733	VESTIS SERVICES LLC	5120486005	6/18/2024	Laundry Services - PA	16.33	
			5120485990	6/18/2024	Laundry Services - WE	16.28	32.61	
Sub total for U S BANK:							99,893.70	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0000023	ADVANCED TRAVEL	DONISADTRV06	6/11/2024	ADVANCE TRAVEL DONISI	166.50	
			ODELLADVTRA	6/11/2024	ADVANCE TRAVEL O'DELL	166.50	333.00
7/2/2024	0000546	EXPRESS SERVICES, INC	30893431-10101	6/19/2024	06/10-06/16 EXPRESS EMPLC	3,379.16	3,379.16
7/2/2024	0000677	GRAINGER INC	9146049805	6/10/2024	MAINTENANCE SUPPLIES- LC	76.04	76.04
7/2/2024	0000885	LAKESIDE INDUSTRIES, INC	274448	6/15/2024	LAKESIDE PLY PEN ASPHALT	9,807.43	
			274449	6/15/2024	LAKESIDE PLY PEN ASPHALT	9,436.22	19,243.65
7/2/2024	0004211	CENTURYLINK	333641764-0624	6/8/2024	06/24 360-683-2667	212.82	
			333471246-6924	6/9/2024	06/24 360-683-5282	147.04	359.86
7/2/2024	0004323	DONISI, JOSEPH E.	JOEDON061124	6/11/2024	TRAVEL REIMBURSEMENT D	18.50	18.50
7/2/2024	0039099	O'DELL, JASON	ODELL061124R	6/11/2024	TRAVEL REIMBURSEMENT O	161.14	161.14
7/2/2024	0049082	BRADY BRADSHAW LLC -, AR310		6/3/2024	03/8/24 PUMP & CLEAN DEER	2,280.60	2,280.60
7/2/2024	0049733	VESTIS SERVICES LLC	5120486004	6/18/2024	LAUNDRY SERVICE-PA	16.33	
			5120485991	6/18/2024	LAUNDRY SERVICE-LC	16.28	32.61
Sub total for U S BANK:							25,884.56

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Final Check List
CLALLAM COUNTY

Public Works (1)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/2/2024	0036990	ANCHOR QEA INC 25621	6/19/2024	DUNGENESS RESERVOIR CC	33,542.51	33,542.51
	7/2/2024	0043522	WASHINGTON WATER TRUST2024-04	5/20/2024	DUNGENESS RESERVOIR CC	14,051.29	14,051.29
	7/2/2024	0049312	TERRAPHASE ENGINEERING 23767-24	6/17/2024	CWM SERVICES	418.88	418.88
	7/2/2024	0049882	WAVEDIVISION HOLDINGS LL CCG002	5/8/2024	WSBO GRANT ENGINEERING	499,394.50	
			CCG001	5/8/2024	PWB GRANT ENGINEERING	99,453.45	598,847.95
Sub total for U S BANK:							646,860.63

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Final Check List
CLALLAM COUNTY

Public Works (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0000074	AM TEST, INC.	140500	6/19/2024	WWTP TESTING SERVICE	570.00	
			140499	6/19/2024	WWTP TESTING SERVICE	500.00	1,070.00
7/2/2024	0000244	BRUCH & BRUCH CONSTRUCT	DWNTWNSKBB	6/20/2024	DWNTWN SEKIU ESTIMATE 1	80,790.83	80,790.83
7/2/2024	0043863	CUMMINS SALES AND SERVICE	01-21489	6/1/2024	WWTP MAINTENANCE SUPPL	23.71	23.71
7/2/2024	0001058	NCL OF WISCONSIN INC	504419	5/30/2024	NORTH CENTRAL LABORATC	1,425.07	1,425.07
7/2/2024	0001621	USA BLUE BOOK	INV00396814	6/17/2024	USA BLUE BOOK	185.64	185.64
7/2/2024	0000546	EXPRESS SERVICES, INC	30893431-43401	6/19/2024	06/10-06/16 EXPRESS CROSS	337.46	337.46
7/2/2024	0001300	PUBLIC UTILITY DISTRICT	119587-061224	6/12/2024	05/12-06/11 971 CARLSBORG	492.22	492.22
Sub total for U S BANK:							84,324.93

Sheriff (1)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	7/2/2024	0000268	WAVE BUSINESS	34011032293-02	6/1/2024	CABLE - INMATES	333.62	333.62
	7/2/2024	0000268	WAVE BUSINESS	34011032290-02	6/1/2024	CABLE - CCSO & JAIL ADMIN	286.32	286.32
	7/2/2024	0000268	WAVE BUSINESS	34011240306-01	6/1/2024	CABLE - SAR & OPSCAN	135.27	135.27
	7/2/2024	0000593	FORKS, CITY OF	2964	6/3/2024	PRISONER BOARD BILL	316.75	316.75
	7/2/2024	0000812	JIFFY CLEANERS	061724	6/17/2024	UNIFORMS - DRY CLEANING	216.17	216.17
	7/2/2024	0001252	PORT ANGELES, CITY OF	82495-181160-Ju	6/8/2024	UTILITIES - FRONT STREET	498.31	498.31
	7/2/2024	0001300	PUBLIC UTILITY DISTRICT	88052-Jun24	6/11/2024	UTILITIES - KITFOX LN	52.24	52.24
	7/2/2024	0001426	SEQUIM, CITY OF	062024	6/20/2024	STOP GRANT REIMBURSEME	2,000.00	2,000.00
	7/2/2024	0001543	SWANSONS SERVICES CORP	1848444	6/6/2024	INDIGENT PACKS	55.21	55.21
	7/2/2024	0001828	NIKOLA ENGINEERING INC	48849	6/13/2024	END POINTS 6/1/2024-6/30/2	1,179.20	1,179.20
	7/2/2024	0002589	MARTIN, BRIAN	0266-26	6/3/2024	UNIFORM-BOOTS	190.52	190.52
	7/2/2024	0006886	SYSTEMS FOR PUBLIC SAFE	147068	6/17/2024	PATROL CAR EQUIPMENT	4,555.51	
				47543	6/17/2024	FENDER PROTECTOR WRAP	616.74	5,172.25
	7/2/2024	0023168	SHORE, LORRAINE	062024	6/20/2024	MILEAGE FROM BLEEA ACAC	291.97	291.97
	7/2/2024	0029266	NI GOVERNMENT SERVICES	124052909221	6/6/2024	SATELLITE PHONE SERVICE	51.28	51.28
	7/2/2024	0033486	LN CURTIS & SONS INC	INV832964	6/17/2024	BULLET PROOF VEST - LOUC	1,960.20	
				INV810764	4/8/2024	BULLET PROOF VEST - ANDE	1,564.89	3,525.09
	7/2/2024	0035538	ACTIVE911, INC	573167	6/20/2024	ALERTING SUBSCRIPTION	649.97	649.97
	7/2/2024	0041605	HD SUPPLY	807200944	5/29/2024	JAIL & KITCHEN SUPPLIES	1,108.71	1,108.71
	7/2/2024	0047701	OAC SERVICES INC	148929	6/17/2024	DESIGN SERVICES EMD PRC	7,858.20	7,858.20
	7/2/2024	0049880	DEGROOT, PATRICIA	062024	6/20/2024	MILEAGE & TOLLS REIMBURS	148.88	148.88
Sub total for U S BANK:								24,069.96

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06/26/2024 8:55:51AM

Final Check List
CLALLAM COUNTY

Sheriff (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	7/2/2024	0014681	PROFORCE LAW ENFORCEM550846	6/10/2024	PEP LAUNCHER	2,467.56	
			550761	6/7/2024	PEP LAUNCHER	1,233.78	3,701.34
Sub total for U S BANK:							3,701.34

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06/24/2024 4:12:40PM

Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0001136	OLYMPIC MEDICAL CENTER	OMC-6.20.24	6/20/2024	INMATE MEDICAL	883.76	883.76
7/2/2024	0001209	PENINSULA BEHAVIORAL HEALTH	May-24	5/31/2024	INMATE MEDICAL	350.00	350.00
7/2/2024	0001508	STERICYCLE, INC	8007311209	5/31/2024	MEDICAL WASTE	170.54	170.54
7/2/2024	0025115	RADIA INC PS	ZC6S5YU	6/20/2024	INMATE MEDICAL 6/4/24	23.35	23.35
7/2/2024	0041537	MCKESSON MEDICAL-SURGI	22181016	6/3/2024	INMATE MED CLINIC SUPPLIE	757.59	
			22181267	6/3/2024	INMATE MED CLINIC SUPPLIE	58.70	
			22229479	6/13/2024	INMATE MED CLINIC SUPPLIE	56.11	
			22205002	6/7/2024	INMATE MED CLINIC SUPPLIE	24.85	897.25
7/2/2024	0048022	SOUND INPATIENT PHYSICIAN	ZC5ADT9	6/20/2024	INMATE MEDICAL 5.21.24	114.16	
			ZC5ADU0	6/20/2024	INMATE MEDICAL 5.24.24	85.22	
			ZC68ZKU	6/20/2024	INMATE MEDICAL 5.26.24	33.93	
			ZC5ADT7	6/20/2024	INMATE MEDICAL 5.20.24	27.29	260.60
Sub total for U S BANK:							2,585.50

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Final Check List
CLALLAM COUNTY

Superior Court

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
7/2/2024	0000600	HALBERG, LACEY	94008	6/12/2024	6/11/24-JUDICIAL ROBES DRY	29.69	29.69
7/2/2024	0002347	SUPERIOR COURT JUDGES'	1996757SCJA3	6/12/2024	2024-2025 SCJA ANNUAL DUE	2,250.00	
			1996758SCJA1	6/12/2024	2024-2025, SCJA ANNUAL DUE	375.00	2,625.00
7/2/2024	0025324	CEDAR GROVE COUNSELING	17134	6/12/2024	5/31/24-MILEAGE DC PARTICI	290.00	290.00
7/2/2024	0049513	LAWLER, CANDICE	1996762LAWLE	6/12/2024	MAY 2024, TRAVEL REIMBUR	926.91	926.91
7/2/2024	0049725	OXFORD HOUSE BALDUR	1996761BALDUI	6/12/2024	JUNE 2024, RENT FOR DC PA	510.00	510.00
7/2/2024	0049875	PACIFIC MICROREM INC	24-4827	6/14/2024	6/14/24-WALK THRU METAL C	5,242.23	5,242.23
Sub total for U S BANK:							9,623.83



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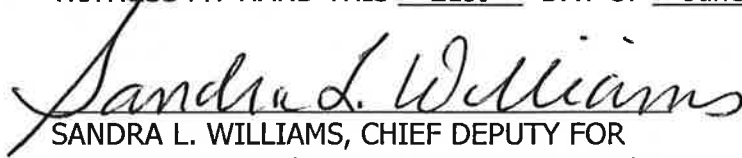
Payroll Ending: 6/15/2024

Gross Earnings:	\$918,557.76
Benefits Paid:	\$199,024.66
Total Expenditures:	\$1,117,582.42

STATE OF WASHINGTON)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 21st DAY OF June 2024


SANDRA L. WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

MIKE FRENCH

(County Administrator)

COPY

Payroll and Benefits Paid for semi-monthly payroll: June 25, 2024					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employee s Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	672,406.46	142,928.61	219	815,335.07
HHS	11301	23,460.76	4,880.64	11	28,341.40
Prosecutor-Local Crime Victim	11701	4,708.91	926.30	2	5,635.21
Treasurer- O&M	12201	1,159.08	234.25	1	1,393.33
Auditor-Doc Preservation	12401	1,930.91	391.74	2	2,322.65
Noxious Weed Control	13001	4,986.66	1,164.35	2	6,151.01
Veterans Relief	19914	4,316.24	868.76	2	5,185.00
Affordable Housing Sales Tax	19951	4,559.67	886.97	1	5,446.64
HR-Risk Management	50401	11,193.72	2,460.23	3	13,653.95
HR-Workers Compensation	50501	1,864.62	392.52	2	2,257.14
		730,587.03	155,134.37	885,721.40	
ROADS					
PW - Roads	10101	148,016.38	35,022.29	63	183,038.67
PW - Flood Control	10135	4,152.60	850.89	4	5,003.49
PW - Broadband Infrastructure	30805	411.95	94.22	1	506.17
PW - Solid Waste	40201	826.89	183.66	3	1,010.55
Clallam Bay/Sekiu Sewer	41401	12,387.10	2,759.14	9	15,146.24
PW - Carlsborg Sewer M&O	42401	1,173.06	255.93	5	1,428.99
ER&R	50301	21,002.75	4,724.16	10	25,726.91
		187,970.73	43,890.29	231,861.02	
TOTALS		918,557.76	199,024.66	1,117,582.42	

Prepared by:



Sherry Price, Deputy Auditor

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Labor Distribution Totals By Fund
CLALLAM COUNTY
06/01/2024 to 06/15/2024-2 Cycle sc

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Fund Worked : 00100
Emps : 219

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	575,545.34	16,087.38	s	SICK	24,155.14	703.93
v	VACATION	23,188.18	477.37	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	18,850.13	229.75
fh	FLOATING HOLIDAY	8,939.04	282.75	o15s	OVERTIME X 1.5 - SHERIFF DEPT	8,012.91	143.00
mil	MILITARY LEAVE	2,311.04	80.00	oth	OVERTIME X 1.5 - HOURLY	1,851.99	141.50
cu	COMP USED	1,671.69	51.43	accred	ACCREDITATION PAY	1,297.33	
vp	VACATION PAYOFF	1,043.04	37.18	auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00	
o20m	OT X 2.0 - CORR MANDATORY/SHRF	789.33	11.00	stby	STANDBY PAY	777.19	21.00
aute	AUTO ALLOWANCE ELECTED	680.00		h	HOLIDAY	458.87	10.00
bsba	BS/BA EDUCATION INCENTIVE	443.62		detpay	DETECTIVE PAY	299.70	
phsm	PHONE STIPEND SMART PHONE	180.00		o15j	OVERTIME x 1.5 - JUV DETENTION	176.85	4.00
aaas	AA/AS EDUCATION INCENTIVE	166.07		cp	COMP TIME PAID - COUNTY	120.68	2.63
asp	SHERIFF ACTING SUPERVISOR PAY	117.67	72.00	uapr	URINE ANALYSIS PREMIUM	79.50	
oc1	ON CALL SHIFT DAY	70.71	2.00	fto	FTO PREMIUM	60.57	30.00
biling	BILINGUAL INCENTIVE	31.40		spt	SICK PAYOFF - TERMINATION 10%	30.66	6.68
aspd	SHERIFF ACTING SUP PAY DEPUTY	22.21	11.00	aspi	ACTING SUPERVISOR PAY JUVENILE	15.60	12.00
				Totals:		672,406.46	18,416.60

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	56,333.00	socsec	SOCIAL SECURITY	41,414.43
pers2	PERS 2 RETIREMENT	29,376.57	401a	401A DEFERRED COMPENSATION	15,757.72
icm457	ICMA DEFERRED COMP	11,493.15	medtx	MEDICARE TAX	9,685.75
psers	PSERS RETIREMENT	6,200.64	leoff2	LEOFF 2 RETIREMENT	5,410.05
rth457	ROTH-ICMA DEFERRED COMP	3,901.63	fmlatx	WA Paid Family & Medical Leave	3,530.30
udteam	UNION DUES - TEAMSTERS	3,487.67	wacare	WA Long-Term Care	3,409.98
pers3	PERS 3 RETIREMENT	3,108.57	l&i	L&I - SELF INSURED	1,365.38
n457	NATIONWIDE 457	1,337.50	dshs	DSHS CHILD SUPPORT	1,287.47
h457	MASSMUTUAL 457	1,230.36	dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
udpd	UNION DUES - 1619 D	573.45	udcd	UNION DUES - 1619 CD C	559.68
evggar	EVERGREEN FIN GARNISHMENT	440.12	adv	ADVANCE REPAYMENT	411.81
udlc	UNION DUES - 1619 LC	395.22	udmp	UNION DUES - 1619 MP	383.76
usdtr	US DEPARTMENT OF TREASURY	285.95	pers1	PERS 1 RETIREMENT	191.91
udtint	TEAMSTERS INIT FEE or ADJ	100.00	udcs	UNION DUES - 1619 CS	63.96
udps	UNION DUES - 1619 S	37.73	garnfe	GARNISHMENT FEE	32.50
			Totals:		202,556.26

Benefit Code and Description		Amount	Benefit Code and Description		Amount
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Labor Distribution Totals By Fund
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Fund Worked : 00100
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Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	43,277.27
l&i L&i - SELF INSURED	15,653.93
medtx MEDICARE TAX	9,685.75
pers3 PERS 3 RETIREMENT	4,460.82
fmlatx WA Paid Family & Medical Leave	1,412.19
pers1 PERS 1 RETIREMENT	304.81

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	41,414.43
401a 401A DEFERRED COMPENSATION	12,948.70
psers PSERS RETIREMENT	9,121.30
leoff2 LEOFF 2 RETIREMENT	3,374.14
unemp UNEMPLOYMENT	1,275.27

Totals: 142,928.61

Gross Earnings by Fund: 672,406.46 18,416.60

Total Fund Deductions: 202,556.26

Fund Net: 469,850.20

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 11301
Emps : 11

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		20,590.26	707.75	v	VACATION		1,652.31	56.50
s	SICK		782.56	29.50	sc15	HHS SCANNING PROJ OT X 1.5		320.81	6.75
fl	FUNERAL LEAVE		114.82	4.00					
					Totals:			23,460.76	804.50
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
pers2	PERS 2 RETIREMENT		1,492.11		socsec	SOCIAL SECURITY		1,454.57	
fedtx	FEDERAL WITHHOLDING TAX		1,400.43		401a	401A DEFERRED COMPENSATION		647.48	
medtx	MEDICARE TAX		340.18		udteam	UNION DUES - TEAMSTERS		330.49	
wacare	WA Long-Term Care		136.06		fmlatx	WA Paid Family & Medical Leave		124.01	
l&i	L&I - SELF INSURED		60.29		h457	MASSMUTUAL 457		16.85	
					Totals:			6,002.47	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		2,235.82		socsec	SOCIAL SECURITY		1,454.57	
401a	401A DEFERRED COMPENSATION		401.03		l&i	L&I - SELF INSURED		352.51	
medtx	MEDICARE TAX		340.18		fmlatx	WA Paid Family & Medical Leave		49.61	
unemp	UNEMPLOYMENT		46.92						
					Totals:			4,880.64	
					Gross Earnings by Fund:			23,460.76	804.50
					Total Fund Deductions:			6,002.47	
					Fund Net:			17,458.29	

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Labor Distribution Totals By Fund
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Fund Worked : 11701
Emps : 2

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	4,479.28	152.00	s	SICK	229.63	8.00
Totals:						4,708.91	160.00
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
pers2	PERS 2 RETIREMENT	299.49	socsec	SOCIAL SECURITY	291.95		
fedtx	FEDERAL WITHHOLDING TAX	157.83	medtx	MEDICARE TAX	68.28		
udteam	UNION DUES - TEAMSTERS	66.50	fmlatx	WA Paid Family & Medical Leave	24.89		
wacare	WA Long-Term Care	13.99	l&i	L&I - SELF INSURED	12.80		
Totals:					935.73		
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
pers2	PERS 2 RETIREMENT	448.76	socsec	SOCIAL SECURITY	291.95		
l&i	L&I - SELF INSURED	97.93	medtx	MEDICARE TAX	68.28		
fmlatx	WA Paid Family & Medical Leave	9.96	unemp	UNEMPLOYMENT	9.42		
Totals:					926.30		
Gross Earnings by Fund:						4,708.91	160.00
Total Fund Deductions:						935.73	
Fund Net:						3,773.18	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 12201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,021.44	42.30	s	SICK		86.93	3.60
v	VACATION		50.71	2.10					
					Totals:			1,159.08	48.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		73.72	socsec	SOCIAL SECURITY		71.86		
401a	401A DEFERRED COMPENSATION		34.77	fedtx	FEDERAL WITHHOLDING TAX		32.05		
medtx	MEDICARE TAX		16.81	udteam	UNION DUES - TEAMSTERS		16.21		
wacare	WA Long-Term Care		6.72	fmlatx	WA Paid Family & Medical Leave		6.13		
l&i	L&I - SELF INSURED		3.57						
				Totals:			261.84		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		110.45	socsec	SOCIAL SECURITY		71.86		
401a	401A DEFERRED COMPENSATION		23.18	medtx	MEDICARE TAX		16.81		
l&i	L&I - SELF INSURED		7.19	fmlatx	WA Paid Family & Medical Leave		2.45		
unemp	UNEMPLOYMENT		2.31						
				Totals:			234.25		
				Gross Earnings by Fund:			1,159.08	48.00	
				Total Fund Deductions:			261.84		
				Fund Net:			897.24		

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Labor Distribution Totals By Fund
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Fund Worked : 12401
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,899.76	78.94	s	SICK		23.18	0.75
cu	COMP USED		7.97	0.32					
					Totals:			1,930.91	80.01
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		122.80	fedtx	FEDERAL WITHHOLDING TAX		122.05		
socsec	SOCIAL SECURITY		119.71	401a	401A DEFERRED COMPENSATION		39.38		
medtx	MEDICARE TAX		27.99	udteam	UNION DUES - TEAMSTERS		27.13		
icm457	ICMA DEFERRED COMP		25.00	wacare	WA Long-Term Care		11.19		
fmlatx	WA Paid Family & Medical Leave		10.20	l&i	L&I - SELF INSURED		6.67		
				Totals:			512.12		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		184.01	socsec	SOCIAL SECURITY		119.71		
401a	401A DEFERRED COMPENSATION		38.62	medtx	MEDICARE TAX		27.99		
l&i	L&I - SELF INSURED		13.46	fmlatx	WA Paid Family & Medical Leave		4.08		
unemp	UNEMPLOYMENT		3.87						
				Totals:			391.74		
				Gross Earnings by Fund:			1,930.91	80.01	
				Total Fund Deductions:			512.12		
				Fund Net:			1,418.79		

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Labor Distribution Totals By Fund
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Fund Worked : 13001
Emps : 2

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	4,986.66	162.50				
				Totals:		4,986.66	162.50
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
fedtx	FEDERAL WITHHOLDING TAX	374.78		pers2	PERS 2 RETIREMENT	317.15	
socsec	SOCIAL SECURITY	309.17		401a	401A DEFERRED COMPENSATION	208.74	
medtx	MEDICARE TAX	72.31		udmp	UNION DUES - 1619 MP	31.98	
wacare	WA Long-Term Care	28.92		udteam	UNION DUES - TEAMSTERS	28.50	
fmlatx	WA Paid Family & Medical Leave	26.36		l&i	L&I - SELF INSURED	13.48	
				Totals:		1,411.39	
Benefit Code and Description		Amount		Benefit Code and Description		Amount	
pers2	PERS 2 RETIREMENT	475.23		socsec	SOCIAL SECURITY	309.17	
l&i	L&I - SELF INSURED	187.40		401a	401A DEFERRED COMPENSATION	99.73	
medtx	MEDICARE TAX	72.31		fmlatx	WA Paid Family & Medical Leave	10.54	
unemp	UNEMPLOYMENT	9.97					
				Totals:		1,164.35	
				Gross Earnings by Fund:		4,986.66	162.50
				Total Fund Deductions:		1,411.39	
				Fund Net:		3,575.27	

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Labor Distribution Totals By Fund
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Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,103.00	136.00	s	SICK		213.24	8.00
					Totals:			4,316.24	144.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		274.51	socsec	SOCIAL SECURITY		267.61		
fedtx	FEDERAL WITHHOLDING TAX		249.27	401a	401A DEFERRED COMPENSATION		173.16		
udteam	UNION DUES - TEAMSTERS		68.50	medtx	MEDICARE TAX		62.59		
wacare	WA Long-Term Care		25.04	fmlatx	WA Paid Family & Medical Leave		22.81		
l&i	L&I - SELF INSURED		11.45	Totals:			1,154.94		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		411.34	socsec	SOCIAL SECURITY		267.61		
401a	401A DEFERRED COMPENSATION		86.33	medtx	MEDICARE TAX		62.59		
l&i	L&I - SELF INSURED		23.12	fmlatx	WA Paid Family & Medical Leave		9.13		
unemp	UNEMPLOYMENT		8.64	Totals:			868.76		
				Gross Earnings by Fund:			4,316.24	144.00	
				Total Fund Deductions:			1,154.94		
				Fund Net:			3,161.30		

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Fund Worked : 19951
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,389.67	80.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
					Totals:			4,559.67	80.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		603.46	socsec	SOCIAL SECURITY		282.70		
pers2	PERS 2 RETIREMENT		279.18	401a	401A DEFERRED COMPENSATION		219.48		
medtx	MEDICARE TAX		66.12	wacare	WA Long-Term Care		26.45		
fmlatx	WA Paid Family & Medical Leave		24.10	l&i	L&I - SELF INSURED		6.74		
				Totals:			1,508.23		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		418.34	socsec	SOCIAL SECURITY		282.70		
401a	401A DEFERRED COMPENSATION		87.79	medtx	MEDICARE TAX		66.12		
l&i	L&I - SELF INSURED		13.60	fmlatx	WA Paid Family & Medical Leave		9.64		
unemp	UNEMPLOYMENT		8.78						
				Totals:			886.97		
				Gross Earnings by Fund:			4,559.67		80.00
				Total Fund Deductions:			1,508.23		
				Fund Net:			3,051.44		

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Labor Distribution Totals By Fund
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Fund Worked : 50401
Emps : 3

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		11,023.72	203.94	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
					Totals:		11,193.72		203.94
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,567.50	socsec	SOCIAL SECURITY		735.49		
h457	MASSMUTUAL 457		621.26	pers2	PERS 2 RETIREMENT		265.68		
medtx	MEDICARE TAX		172.02	icm457	ICMA DEFERRED COMP		83.54		
wacare	WA Long-Term Care		64.93	fmlatx	WA Paid Family & Medical Leave		59.17		
l&i	L&I - SELF INSURED		15.17				Totals:	3,584.76	
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
socsec	SOCIAL SECURITY		735.49	h457	MASSMUTUAL 457		652.46		
401a	401A DEFERRED COMPENSATION		425.86	pers2	PERS 2 RETIREMENT		398.10		
medtx	MEDICARE TAX		172.02	l&i	L&I - SELF INSURED		30.60		
fmlatx	WA Paid Family & Medical Leave		23.66	unemp	UNEMPLOYMENT		22.04		
							Totals:	2,460.23	
							Gross Earnings by Fund:	11,193.72	203.94
							Total Fund Deductions:	3,584.76	
							Fund Net:	7,608.96	

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Labor Distribution Totals By Fund
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Fund Worked : 50501
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,070.65	28.94	v	VACATION		793.97	8.00
					Totals:			1,864.62	36.94
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
icm457	ICMA DEFERRED COMP		217.22	fedtx	FEDERAL WITHHOLDING TAX		212.35		
pers2	PERS 2 RETIREMENT		117.53	401a	401A DEFERRED COMPENSATION		116.60		
socsec	SOCIAL SECURITY		115.61	medtx	MEDICARE TAX		27.03		
fmlatx	WA Paid Family & Medical Leave		9.86	wacare	WA Long-Term Care		6.21		
l&i	L&I - SELF INSURED		1.68	Totals:			824.09		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		177.70	socsec	SOCIAL SECURITY		115.61		
401a	401A DEFERRED COMPENSATION		61.11	medtx	MEDICARE TAX		27.03		
fmlatx	WA Paid Family & Medical Leave		3.94	unemp	UNEMPLOYMENT		3.73		
l&i	L&I - SELF INSURED		3.40	Totals:			392.52		
				Gross Earnings by Fund:			1,864.62		36.94
				Total Fund Deductions:			824.09		
				Fund Net:			1,040.53		

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Labor Distribution Totals By Fund
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Fund Worked : - Totals -
Emps : 238

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		629,109.78	17,679.75	v	VACATION		25,685.17	543.97
s	SICK		25,490.68	753.78	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF		18,850.13	229.75
fh	FLOATING HOLIDAY		8,939.04	282.75	o15s	OVERTIME X 1.5 - SHERIFF DEPT		8,012.91	143.00
mil	MILITARY LEAVE		2,311.04	80.00	oth	OVERTIME X 1.5 - HOURLY		1,851.99	141.50
cu	COMP USED		1,679.66	51.75	auto	AUTO ALLOWANCE CONTRACTUAL		1,360.00	
accred	ACCREDITATION PAY		1,297.33		vp	VACATION PAYOFF		1,043.04	37.18
o20m	OT X 2.0 - CORR MANDATORY/SHRF		789.33	11.00	stby	STANDBY PAY		777.19	21.00
aute	AUTO ALLOWANCE ELECTED		680.00		h	HOLIDAY		458.87	10.00
bsba	BS/BA EDUCATION INCENTIVE		443.62		sc15	HHS SCANNING PROJ OT X 1.5		320.81	6.75
detpay	DETECTIVE PAY		299.70		phsm	PHONE STIPEND SMART PHONE		180.00	
o15j	OVERTIME x 1.5 - JUV DETENTION	4.00	176.85		aaas	AA/AS EDUCATION INCENTIVE		166.07	
cp	COMP TIME PAID - COUNTY		120.68	2.63	asp	SHERIFF ACTING SUPERVISOR PAY		117.67	72.00
fl	FUNERAL LEAVE		114.82	4.00	uapr	URINE ANALYSIS PREMIUM		79.50	
oc1	ON CALL SHIFT DAY		70.71	2.00	fto	FTO PREMIUM		60.57	30.00
billing	BILINGUAL INCENTIVE		31.40		spt	SICK PAYOFF - TERMINATION 10%		30.66	6.68
aspd	SHERIFF ACTING SUP PAY DEPUTY		22.21	11.00	aspj	ACTING SUPERVISOR PAY JUVENILE		15.60	12.00
					Totals:			730,587.03	20,136.49

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		61,052.72	socsec	SOCIAL SECURITY		45,063.10
pers2	PERS 2 RETIREMENT		32,618.74	401a	401A DEFERRED COMPENSATION		17,197.33
icm457	ICMA DEFERRED COMP		11,818.91	medtx	MEDICARE TAX		10,539.08
psers	PSERS RETIREMENT		6,200.64	leoff2	LEOFF 2 RETIREMENT		5,410.05
udteam	UNION DUES - TEAMSTERS		4,025.00	rth457	ROTH-ICMA DEFERRED COMP		3,901.63
fmlatx	WA Paid Family & Medical Leave		3,837.83	wacare	WA Long-Term Care		3,729.49
pers3	PERS 3 RETIREMENT		3,108.57	h457	MASSMUTUAL 457		1,868.47
l&i	L&I - SELF INSURED		1,497.23	n457	NATIONWIDE 457		1,337.50
dshs	DSHS CHILD SUPPORT		1,287.47	dshsca	DSHS CHILD SUPPORT CALIFORNIA		750.00
udpd	UNION DUES - 1619 D		573.45	udcd	UNION DUES - 1619 CD C		559.68
evggar	EVERGREEN FIN GARNISHMENT		440.12	udmp	UNION DUES - 1619 MP		415.74
adv	ADVANCE REPAYMENT		411.81	udlc	UNION DUES - 1619 LC		395.22
usdtr	US DEPARTMENT OF TREASURY		285.95	pers1	PERS 1 RETIREMENT		191.91
udtint	TEAMSTERS INIT FEE or ADJ		100.00	udcs	UNION DUES - 1619 CS		63.96
udps	UNION DUES - 1619 S		37.73	gamfe	GARNISHMENT FEE		32.50
				Totals:			218,751.83

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Fund Worked : - Totals -
Emps : 238

Benefit Code and Description		Amount	Benefit Code and Description		Amount		
pers2	PERS 2 RETIREMENT	48,137.02	socsec	SOCIAL SECURITY	45,063.10		
l&i	L&I - SELF INSURED	16,383.14	401a	401A DEFERRED COMPENSATION	14,172.35		
medtx	MEDICARE TAX	10,539.08	psers	PSERS RETIREMENT	9,121.30		
pers3	PERS 3 RETIREMENT	4,460.82	leoff2	LEOFF 2 RETIREMENT	3,374.14		
fmlatx	WA Paid Family & Medical Leave	1,535.20	unemp	UNEMPLOYMENT	1,390.95		
h457	MASSMUTUAL 457	652.46	pers1	PERS 1 RETIREMENT	304.81		
			Totals:		155,134.37		
			Grand Total Gross Earnings:		730,587.03	20,136.49	
			Grand Total Deductions:		218,751.83		
			Grand Total Net:		511,835.20		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 10101
Emps : 63

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	127,388.51	3,826.95	v	VACATION	7,467.33	224.70
s	SICK	5,701.58	177.30	fh	FLOATING HOLIDAY	4,618.52	149.00
o15r	OVERTIME X 1.5 - ROADS DEPT	3,003.46	65.75	cu	COMP USED	1,008.37	30.00
auto	AUTO ALLOWANCE CONTRACTUAL	340.00		adml	ADMINISTRATIVE LEAVE PAID	84.01	3.00
cpr	COMP TIME PAID - PW ROADS	56.31	2.25	c15r	COMP EARNED X 1.5 ROADS	-1,651.71	-35.50
				Totals:		148,016.38	4,443.45
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
fedtx	FEDERAL WITHHOLDING TAX	10,885.99	socsec	SOCIAL SECURITY	9,207.20		
pers2	PERS 2 RETIREMENT	8,926.39	icm457	ICMA DEFERRED COMP	3,320.62		
401a	401A DEFERRED COMPENSATION	2,459.39	medtx	MEDICARE TAX	2,153.34		
udteam	UNION DUES - TEAMSTERS	1,689.79	fmlatx	WA Paid Family & Medical Leave	784.64		
wacare	WA Long-Term Care	751.99	h457	MASSMUTUAL 457	603.96		
pers3	PERS 3 RETIREMENT	390.69	l&i	L&I - SELF INSURED	331.47		
dshs	DSHS CHILD SUPPORT	221.00	udmp	UNION DUES - 1619 MP	176.24		
garnfe	GARNISHMENT FEE	0.50					
				Totals:		41,903.21	
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
pers2	PERS 2 RETIREMENT	13,334.05	socsec	SOCIAL SECURITY	9,181.43		
l&i	L&I - SELF INSURED	6,157.51	401a	401A DEFERRED COMPENSATION	2,853.56		
medtx	MEDICARE TAX	2,147.32	pers3	PERS 3 RETIREMENT	739.60		
fmlatx	WA Paid Family & Medical Leave	312.92	unemp	UNEMPLOYMENT	295.52		
perscu	PERS RETIREMENT CATCH UP	0.38					
				Totals:		35,022.29	
Gross Earnings by Fund:						148,016.38	4,443.45
Total Fund Deductions:						41,903.21	
Fund Net:						106,113.17	

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Fund Worked : 10135
Emps : 4

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	4,152.60	96.25				
				Totals:		4,152.60	96.25
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
fedtx	FEDERAL WITHHOLDING TAX	340.93	401a	401A DEFERRED COMPENSATION	332.56		
socsec	SOCIAL SECURITY	257.60	pers2	PERS 2 RETIREMENT	226.41		
medtx	MEDICARE TAX	60.25	udmp	UNION DUES - 1619 MP	33.67		
pers3	PERS 3 RETIREMENT	28.48	wacare	WA Long-Term Care	24.08		
fmlatx	WA Paid Family & Medical Leave	21.94	icm457	ICMA DEFERRED COMP	20.55		
l&i	L&I - SELF INSURED	8.01	h457	MASSMUTUAL 457	7.26		
			Totals:		1,361.74		
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
pers2	PERS 2 RETIREMENT	339.66	socsec	SOCIAL SECURITY	257.60		
401a	401A DEFERRED COMPENSATION	90.22	medtx	MEDICARE TAX	60.25		
pers3	PERS 3 RETIREMENT	56.09	l&i	L&I - SELF INSURED	29.97		
fmlatx	WA Paid Family & Medical Leave	8.78	unemp	UNEMPLOYMENT	8.32		
			Totals:		850.89		
			Gross Earnings by Fund:		4,152.60		96.25
			Total Fund Deductions:		1,361.74		
			Fund Net:		2,790.86		

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Fund Worked : 30805
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		411.95	7.00					
					Totals:			411.95	7.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		32.82	socsec	SOCIAL SECURITY		25.62		
pers3	PERS 3 RETIREMENT		19.93	icm457	ICMA DEFERRED COMP		11.96		
medtx	MEDICARE TAX		5.99	wacare	WA Long-Term Care		2.39		
fmlatx	WA Paid Family & Medical Leave		2.18	l&i	L&I - SELF INSURED		0.53		
				Totals:			101.42		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers3	PERS 3 RETIREMENT		39.26	socsec	SOCIAL SECURITY		25.62		
401a	401A DEFERRED COMPENSATION		12.36	l&i	L&I - SELF INSURED		9.30		
medtx	MEDICARE TAX		5.99	fmlatx	WA Paid Family & Medical Leave		0.87		
unemp	UNEMPLOYMENT		0.82						
				Totals:			94.22		
				Gross Earnings by Fund:			411.95		7.00
				Total Fund Deductions:			101.42		
				Fund Net:			310.53		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 40201
Emps : 3

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	826.89	17.00				
				Totals:	826.89	17.00	
Deduction Code and Description		Amount		Deduction Code and Description		Amount	
fedtx	FEDERAL WITHHOLDING TAX	71.42		socsec	SOCIAL SECURITY	51.28	
pers2	PERS 2 RETIREMENT	48.85		401a	401A DEFERRED COMPENSATION	21.83	
medtx	MEDICARE TAX	12.00		udmp	UNION DUES - 1619 MP	6.40	
wacare	WA Long-Term Care	4.80		fmlatx	WA Paid Family & Medical Leave	4.37	
pers3	PERS 3 RETIREMENT	2.85		icm457	ICMA DEFERRED COMP	2.52	
l&i	L&I - SELF INSURED	1.42					
				Totals:	227.74		
Benefit Code and Description		Amount		Benefit Code and Description		Amount	
pers2	PERS 2 RETIREMENT	73.20		socsec	SOCIAL SECURITY	51.28	
l&i	L&I - SELF INSURED	21.02		401a	401A DEFERRED COMPENSATION	17.13	
medtx	MEDICARE TAX	12.00		pers3	PERS 3 RETIREMENT	5.61	
fmlatx	WA Paid Family & Medical Leave	1.76		unemp	UNEMPLOYMENT	1.66	
				Totals:	183.66		
Gross Earnings by Fund:						826.89	17.00
Total Fund Deductions:						227.74	
Fund Net:						599.15	

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Labor Distribution Totals By Fund
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Fund Worked : 41401
Emps : 9

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		9,955.62	247.35	fh	FLOATING HOLIDAY		1,150.81	32.00
o15r	OVERTIME X 1.5 - ROADS DEPT		1,026.40	17.25	h	HOLIDAY		254.27	8.00
					Totals:			12,387.10	304.60
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		763.64	socsec	SOCIAL SECURITY		742.40		
pers2	PERS 2 RETIREMENT		726.66	medtx	MEDICARE TAX		173.62		
401a	401A DEFERRED COMPENSATION		154.90	udteam	UNION DUES - TEAMSTERS		100.54		
icm457	ICMA DEFERRED COMP		84.73	wacare	WA Long-Term Care		69.43		
fmlatx	WA Paid Family & Medical Leave		63.28	h457	MASSMUTUAL 457		29.03		
pers3	PERS 3 RETIREMENT		25.63	l&i	L&I - SELF INSURED		21.46		
udmp	UNION DUES - 1619 MP		20.97	Totals:			2,976.29		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,130.00	socsec	SOCIAL SECURITY		768.17		
l&i	L&I - SELF INSURED		398.23	401a	401A DEFERRED COMPENSATION		181.65		
medtx	MEDICARE TAX		179.64	pers3	PERS 3 RETIREMENT		50.48		
fmlatx	WA Paid Family & Medical Leave		26.20	unemp	UNEMPLOYMENT		24.77		
				Totals:			2,759.14		
				Gross Earnings by Fund:			12,387.10	304.60	
				Total Fund Deductions:			2,976.29		
				Fund Net:			9,410.81		

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CLALLAM COUNTY
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Fund Worked : 42401
Emps : 5

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
REGULAR			1,173.06	26.70					
					Totals:			1,173.06	26.70
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		99.43		socsec	SOCIAL SECURITY		72.74	
pers2	PERS 2 RETIREMENT		70.87		401a	401A DEFERRED COMPENSATION		31.35	
medtx	MEDICARE TAX		17.02		udmp	UNION DUES - 1619 MP		7.60	
wacare	WA Long-Term Care		6.79		fmlatx	WA Paid Family & Medical Leave		6.20	
icm457	ICMA DEFERRED COMP		2.93		pers3	PERS 3 RETIREMENT		2.85	
udteam	UNION DUES - TEAMSTERS		2.77		l&i	L&I - SELF INSURED		2.19	
					Totals:			322.74	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		106.19		socsec	SOCIAL SECURITY		72.74	
l&i	L&I - SELF INSURED		25.49		401a	401A DEFERRED COMPENSATION		24.06	
medtx	MEDICARE TAX		17.02		pers3	PERS 3 RETIREMENT		5.61	
fmlatx	WA Paid Family & Medical Leave		2.47		unemp	UNEMPLOYMENT		2.35	
					Totals:			255.93	
					Gross Earnings by Fund:			1,173.06	26.70
					Total Fund Deductions:			322.74	
					Fund Net:			850.32	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 50301
Emps : 10

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		19,378.79	594.50	v	VACATION		959.50	30.00
fh	FLOATING HOLIDAY		598.22	20.00	cu	COMP USED		66.24	2.00
					Totals:			21,002.75	646.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,335.78	fedtx	FEDERAL WITHHOLDING TAX		1,307.07		
socsec	SOCIAL SECURITY		1,302.18	401a	401A DEFERRED COMPENSATION		308.88		
medtx	MEDICARE TAX		304.55	udteam	UNION DUES - TEAMSTERS		233.40		
icm457	ICMA DEFERRED COMP		210.00	wacare	WA Long-Term Care		121.82		
fmlatx	WA Paid Family & Medical Leave		111.02	dshs	DSHS CHILD SUPPORT		102.00		
l&i	L&I - SELF INSURED		49.49	udmp	UNION DUES - 1619 MP		42.94		
garnfe	GARNISHMENT FEE		0.50	Totals:			5,429.63		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		2,001.58	socsec	SOCIAL SECURITY		1,302.18		
l&i	L&I - SELF INSURED		654.17	401a	401A DEFERRED COMPENSATION		375.26		
medtx	MEDICARE TAX		304.55	fmlatx	WA Paid Family & Medical Leave		44.41		
unemp	UNEMPLOYMENT		42.01	Totals:			4,724.16		
				Gross Earnings by Fund:			21,002.75	646.50	
				Total Fund Deductions:			5,429.63		
				Fund Net:			15,573.12		

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Fund Worked : - Totals -
Emps : 69

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		163,287.42	4,815.75	v	VACATION		8,426.83	254.70
fh	FLOATING HOLIDAY		6,367.55	201.00	s	SICK		5,701.58	177.30
o15r	OVERTIME X 1.5 - ROADS DEPT		4,029.86	83.00	cu	COMP USED		1,074.61	32.00
auto	AUTO ALLOWANCE CONTRACTUAL		340.00		h	HOLIDAY		254.27	8.00
adml	ADMINISTRATIVE LEAVE PAID		84.01	3.00	cpr	COMP TIME PAID - PW ROADS		56.31	2.25
c15r	COMP EARNED X 1.5 ROADS		-1,651.71	-35.50					
					Totals:			187,970.73	5,541.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		13,501.30	socsec	SOCIAL SECURITY		11,659.02		
pers2	PERS 2 RETIREMENT		11,334.96	icm457	ICMA DEFERRED COMP		3,653.31		
401a	401A DEFERRED COMPENSATION		3,308.91	medtx	MEDICARE TAX		2,726.77		
udteam	UNION DUES - TEAMSTERS		2,026.50	fmlatx	WA Paid Family & Medical Leave		993.63		
wacare	WA Long-Term Care		981.30	h457	MASSMUTUAL 457		640.25		
pers3	PERS 3 RETIREMENT		470.43	l&i	L&I - SELF INSURED		414.57		
dshs	DSHS CHILD SUPPORT		323.00	udmp	UNION DUES - 1619 MP		287.82		
garnfe	GARNISHMENT FEE		1.00	Totals:			52,322.77		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		16,984.68	socsec	SOCIAL SECURITY		11,659.02		
l&i	L&I - SELF INSURED		7,295.69	401a	401A DEFERRED COMPENSATION		3,554.24		
medtx	MEDICARE TAX		2,726.77	pers3	PERS 3 RETIREMENT		896.65		
fmlatx	WA Paid Family & Medical Leave		397.41	unemp	UNEMPLOYMENT		375.45		
perscu	PERS RETIREMENT CATCH UP		0.38	Totals:			43,890.29		
				Grand Total Gross Earnings:			187,970.73	5,541.50	
				Grand Total Deductions:			52,322.77		
				Grand Total Net:			135,647.96		

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BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of June 24-28, 2024

JUL 02 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, June 24, 2024. Present were Commissioners Ozias and Johnson. Commissioner French was excused.

Items of discussion per the agenda published June 13 were:

- Calendar/Correspondence
- Resolution appointing Abigail Bohman and Viola Ware to the Homelessness Task Force
- Resolution appointing Gabriel Bugarin to the Conservation Futures Program Advisory Board
- Contract with Washington State Criminal Justice Training Commission for wellness programs
- Resolution authorizing the temporary closure of Olympic Hot Springs Road No. 17810
- Letter of support for Small Scale Water Efficiency Project – AMI Metering Conversion Phase I
- Resolution authorizing Conservation Futures Program Advisory Board Bylaws Change
- Streamkeepers project and funding presentation
- Briefing and request a call for proposals to be received no later than Tuesday, July 23, 2024 at 10 a.m. regarding the Clallam County Hearings Examiner
- Letter to the City of Port Angeles changing the County contact designee to the County Administrator for the Emergency Operations Center
- Review the "How Did We Do" reports comparing each month's actual performance

Meeting concluded at 11:06 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, June 18, 2024. Also present were Commissioner Ozias and Administrator Mielke. Commissioner French was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ATM noted that item H2 will be taken before item H1

ACTION TAKEN: CMOM to adopt the agenda as modified, CMFs, mc

CONSENT AGENDA

- 1a Approval of vouchers for the week of June 17
- 1b Approval of minutes for the week of June 17
- 1c Resolution appointing Christopher Rumble to the Marine Resources Committee
- 1d Briefing and call for hearing to be held on Tuesday, July 9, 2024 at 10:30 a.m. regarding amending Chapter 5.100 Consolidated Fee Schedule Sheriff's Department Civil Processes Fee Schedule 400-A
- 1e Proclamation Recognizing Korean War Remembrance Day on June 24, 2024
- 1f Letter to the City of Port Angeles changing the County contact designee to the County Administrator for the Emergency Operations Center

ACTION TAKEN: CMOM to adopt the consent agenda, CMFs, mc

REPORTS AND PRESENTATIONS

- CRJ read the Proclamation Recognizing Korean War Remembrance Day on June 24, 2024
 - Gerry Retella, Korean War Veteran, thanked the BOCC for the proclamation. He recognized Commissioner Johnson for his military service in Vietnam
- CMO thanked the Korean War Veterans and for recognizing Commissioner Johnson for his military service in Vietnam
- CRJ commented on housing, Department of Natural Resources tour, Olympic Medical Center

CONTRACTS AND AGREEMENTS

2a Agreement with Wild Salmon Center for replacement of culverts under Bear Creek Road

ACTION TAKEN: CMOM to approve, CMFs, mc

2b Agreement amendment 1 with Clallam County Economic Development Council for North Olympic Peninsula Recompete Coalition

ACTION TAKEN: CMOM to approve, CMFs, mc

ADMINISTRATION

3a Resolution authorizing expenditure from the Affordable Housing Sales and Use Tax Fund for Peninsula Housing Authority/\$1,500,000

ACTION TAKEN: CMOM to adopt, CMFs, mc

PUBLIC WORKS

4a Letter and WS-4 Form for planning assistance related to Highland Irrigation District

ACTION TAKEN: CMOM to approve, CMFs, mc

BUDGET

5a Resolution for consideration to adopt the following Supplemental Appropriations:

Sheriff – Operations – Additional funding from Washington State Department of Commerce for programs supporting STOP (Services, Training, Officers, and Prosecutors) Violence Against Women to be used for deputies to participate in approve classes in support of the grant mission/\$4,000

Auditor – Additional funding for Security Services from Norpoint Protective Services for the Elections Division from July – December 2024/\$43,780

ACTION TAKEN: CMOM to adopt, CMFs, mc

PUBLIC COMMENT

- John Worthington, Sequim, commented on maps, veterans, ICLEI
- Jeff Tozzer, Sequim, commented on the Korean War Veterans, Towne Road
- Eric Farhman, Sequim, commented on meetings
- Karen Hubert, Sequim, commented on Towne Road, safety

HEARING(S)

H2 Ordinance titled Agricultural Accessory Uses

- Holden Fleming, Bruce Emery, and Donella Clark, Department of Community Development, provided a staff report

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

- The following provided testimony
 - Richard Olson, Sequim
 - Karen Hubert, Sequim
 - Bruce McCloskey, Sequim
 - John Worthington, Sequim,
 - Warren Miltch, Port Angeles
- The following sent in written testimony: David Herbelin, Rick Olson, Bruce McCloskey (see attached)

ACTION TAKEN: CMOM to close the public hearing and adopt with modifications, CMFs, mc

H1 Resolution authorizing a grant from the Opportunity Fund for Clallam County Public Works – Clallam Bay Sekiu Sewer Pump Station Placement Project

- Steve Gray, Public Works, provided a staff report

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

- CRJ noted no one provided testimony

ACTION TAKEN: CMOM to close the public hearing and adopt, CMFs, mc

PUBLIC COMMENT

- Karin Cummins, Sequim, commented on Towne Road, Noise Ordinance

Meeting concluded at 11:13 a.m. and continued to 9 a.m., Monday, July 1.

The Board of Commissioners attended WSAC Virtual Update, Willaim Shore Memorial Pool Meeting, Coffee with Colleen, Clallam Transit Meeting and WSAC General Membership during the week of June 24.

PASSED AND ADOPTED this 2nd day of July 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

DRAFT

Jeff Tozzer
Public Comment
6/25/24

For an entire month, the public has been left in the dark, with no communication from the Board of Commissioners about the true intentions for Towne Road. The revelation that Towne Road was never meant to be built on the Towne Road Levee came as a shock, and the absence of any official statement from the Board only deepens the sense of confusion and betrayal.

The public wasn't the only one that the Board of Commissioners confused. According to project partner North Olympic Land Trust, the information they received from the County was that Towne Road *would* be relocated atop the levee. They then passed that information on to donors who were interested in funding the conservation of 64 acres of farmland as part of the project. After the donors generously gave nearly half a million dollars to a project that was advertised to relocate Towne Road, the true intentions of the Board of Commissioners were revealed and donors learned that Towne Road was not planned to be relocated. Many donors were dissatisfied with this change and the lack of communication from the County. Some North Olympic Land Trust donors will either reduce or completely cease supporting that legacy organization that has done so much to save our area's farmlands.

One person felt so disappointed that she is changing her will. North Olympic Land Trust has lost a million-dollar endowment because the County Commissioners didn't communicate effectively.

The Commissioners' first Mission Statement is important and emphasizes your commitment to effective communication. Building a levee twice as wide as needed while knowing that Towne Road would never be built on top of it is not effective communication.

When the Board of Commissioners failed to uphold its commitment to effectively communicate with their project partner the Jamestown Tribe, the Commissioners spent two weeks drafting a letter of apology for that failure.

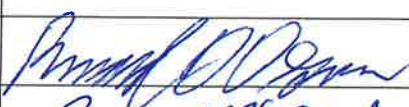
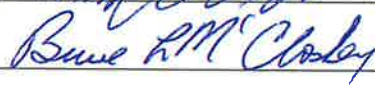
Will the Board of Commissioners consider offering an apology to the project partner who *paid* for the Towne Road Levee under a false understanding of the project's goal? Will the Board of Commissioners apologize to the Taxpayer?

Jeff Tozzer, Jamestown Road, Sequim

BOARD OF CLALLAM COUNTY COMMISSIONERS PUBLIC HEARING

H2 Ordinance titled Agricultural Accessory Uses

I declare under penalty of perjury under the laws of the State of Washington that any testimony that I give is true and accurate. Please print name and address clearly.

No	PRINTED NAME	SIGNATURE	ADDRESS
1	RICHARD OLSON		1045 CAYE RD SED WA 98352
2	Bruce McCLOSKEY		5683 Old Olympic Hwy Sequim
3			
4			
5			
6			
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10			
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Gores, Loni

From: David Herbelin <davidherbelin@gmail.com>
Sent: Tuesday, February 20, 2024 10:21 AM
To: Gores, Loni
Subject: Re: FW: Online Form Submission #3996 for Contact the Planning Commission
Attachments: Ag Use Code 2-14 Comments from OBLC.pdf

You don't often get email from davidherbelin@gmail.com. [Learn why this is important](#)

Hi Loni,

My apologies. I forgot to CC you on the comments I just sent to Holden. Can you share the comments attached to the BOCC prior to tomorrow's meeting? Since they include images I cannot send them through the county website.

Thanks,
Dave

On Tue, Jan 23, 2024 at 8:57 AM Gores, Loni <loni.gores@clallamcountywa.gov> wrote:

Feel free to have me CCed on emails and I'll make sure the BOCC see all comments.

[Loni.gores@clallamcountywa.gov](mailto:loni.gores@clallamcountywa.gov)

Loni

“My email address has changed! The new format is Loni.Gores@clallamcountywa.gov Please update my contact card as your earliest convenience, Thank you!”

Loni Gores

Clerk of the Board

Commissioners Office

223 East 4th Street, Suite 4

Port Angeles, WA 98362

Phone: 360-417-2256

From: David Herbelin <davidherbelin@gmail.com>

Sent: Tuesday, January 23, 2024 8:50 AM

To: Gores, Loni <loni.gores@clallamcountywa.gov>

Subject: Re: FW: Online Form Submission #3996 for Contact the Planning Commission

You don't often get email from davidherbelin@gmail.com. [Learn why this is important](#)

Thank you Loni! Good to know. There has been confusion in the public on the correct course of sending in comments. I don't think anyone is questioning the integrity or hard work of all those involved. Everyone just wants to make sure they are being heard and using the right channels. Thank you again for confirming that you received these. I greatly appreciate your help.

Take care,

Dave

On Tue, Jan 23, 2024 at 7:36 AM Gores, Loni <loni.gores@clallamcountywa.gov> wrote:

David Herbelin,

Letting you know your email has been received in the Board of Commissioners Office. I also received your email you sent at the first part of this month. That was forwarded to us by Department of Community Development.

These emails have been forwarded to the Board of Commissioners and County Administrator.

Loni

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

Loni Gores

Clerk of the Board

Commissioners Office

223 East 4th Street, Suite 4

Port Angeles, WA 98362

Phone: 360-417-2256

From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Monday, January 22, 2024 2:31 PM

To: Web_DCDAdmin <web_dcdadmin@clallamcountywa.gov>

Subject: Online Form Submission #3996 for Contact the Planning Commission

Contact the Planning Commission

First Name	David
Last Name	Herbelin
Email	davidherbelin@gmail.com
Phone Number	3103518876
Subject	Agricultural Accessory Use Code
Comments/Questions	It was recently brought to my attention that, although we were asked to email additional comments to Holden Flemming after the 1/3/23 meeting, those comments may not be making their way to the commissioners and that this portal is the only way to get those comments in to the record. As such, I am resending my comments that were emailed directly to Mr. Flemming on

1/4/23. Sorry for the duplicate statements.

Thank you Holden for all your hard work on this issue. I truly appreciate all that you have been doing to find a positive solution for everyone involved. Attached in PDF form are additional comments I would like to forward to the Commissioners and decision makers on the issue. I have also pasted them in the body of this email. Can you please forward this to them for me?

Thank you once again,
David Herbelin

January 4th, 2024

To the Clallam County Commissioners and those involved in the Agricultural Use Amendment Process,

As expressed at last night's meeting by many others, thank you for your time and energy in this matter. I am very pleased to see the county taking this issue seriously. The steps taken so far as well as the transparency and communication have been wonderful.

I would like to address a few issues that were brought up at last night's meeting. They are the Conditional Use Permits for small farms, acting expediently, and how we got here in the first place.

Conditional use permits for farms one to three acres

It was proposed last night that only the smaller one to three acre farms should be required to apply for a Conditioning Use Permit as they have a greater chance of affecting neighboring homes. It was stated that larger farms have less likely a chance of affecting neighbors and could be allowed to self-report. I need to express disagreement on the above sentiment on the basis of unfair burdens being placed on the smallest producers, and an unfounded assumption on neighboring properties.

With the current amendment proposal, the most expensive route to compliance is being enforced on the smallest businesses. These smaller farms have the least amount of

room to grow product and therefore are subject to a smaller revenue stream from direct agriculture production. Meanwhile, the larger farms, which have more acreage for planting and production are waived from any Conditional Use application fees. This is truly a formula of placing the biggest financial burden on the lowest class. These small farms cannot produce enough to afford the application fees. For a direct example, our 2.6 acres farm last year grossed just over \$5,000. After paying for insurance and marketing alone, we lost money. And now with this proposal, we would be subject to an additional \$3,000 loss simply because our land is not .4 acres larger. Meanwhile, a nearby farm with 10+ acres and plenty of room to grow more product and generate larger revenue, would not be subject to that fee.

The second part of this proposal is an assumption that smaller farms have a more direct impact on their neighbors. This is mathematically false. A smaller acreage farm has a smaller property line. A smaller property line has a lesser capacity to have adjoining neighbors than a larger property with a larger property line. A three acre square lot (361.5'x361.5') can only have 8 neighbors with half acre lots. Meanwhile a twenty acre square lot (930'x930') can have up to 28 neighbors with half acre lots.

In addition to the mathematical falseness of the assumption is a farm's use of machinery and irrigation. Smaller farms are less likely to use large scale production equipment and sprayers. Meanwhile a larger farm, due to the high volume of production, may need to use large scale production equipment, irrigation and sprayers, in order to grow and harvest in a timely manner. These larger scale operations may create more noise pollution, groundwater issues, and over spray issues.

My recommendation is to have all farms equal in terms of applications and fees. I lean toward the self-certification or checklist permitting guidelines outlined in last night's meeting. If complaints are leveled on farms, then investigations on compliance with self-certification or permit checklists can be addressed. However, to assume that since a farm is smaller that it will automatically have a higher potential of complaints and therefore should be proactively penalized and investigated via a Conditional Use Permit application, is erroneous, an unfair practice, and borders on a form of discrimination.

Acting Expediently

The subject was brought up last night on the need to act expediently on this amendment to protect the farms by allowing them to proceed with the coming season. It was then struck down by a commissioner expressing that getting the verbiage right was more important. Later, several from the audience expressed that expediency was paramount. I would like to take this moment to second or third the idea that expediency is very important.

Nature does not wait for ink to dry on legal forms. Nature sets its own deadlines. Nature does not yield to the farmer's or County's demands. Nature is already in progress for this coming season. The product is going to happen whether the county's legal team comes to a decision or not. The farmers need to take action now. To what extent those actions are for the farmer (hiring, marketing, selling, harvesting, or removing) is dependent on the County. If the County comes to a positive decision, then the farmer can prepare for this year's harvest and continue to support agritourism. However, if the County does not come to a conclusion, or comes to one that restricts the farmers from being able to operate at less than a profit, then farmers cannot invest in their farms as all work and money spent will be at a loss. The deadlines for these investments are being passed daily placing the farmer in a difficult situation for the coming season.

Delay or negative conclusions will affect more than just the farmers. If a positive conclusion is not reached quickly, then this year's tourists will be arriving to fields of product rotting on the vines, boarded up shops, and closed signs in farm driveways. The reputation of the Clallam County agriculture and agritourism will decline. With a negative reputation comes a lower market. And if farmers cannot find a market, then they will cease to exist. Clallam County, with the loss of farms, will lose a major revenue stream.

This is not a threat by the farmers, but a reality they and the rest of the County face. Farmers live by the day while planning for the year. If something goes wrong in the day, if bills cannot be met, if delays keep farmers from doing their daily actions, then the farmer must make a decision that affects the next year plus. By delaying and missing even one season, we may lose

the majority of farms on this peninsula which is a major revenue stream for our area. Delaying and losing these farms because of arguments and meetings regarding how to use ink on a legal document would be tragic.

How we got here

The last issue I would like to address is how we got here.

The history

For the past thirty years Clallam County has been negligent on its support and enforcement of farms which has created our current environment and dilemma. They have allowed farmers to develop and operate with little to no guidance. We have been told stories from many who have been in the Clallam County farm industry about the county no longer requiring or requesting permits for festivals or events on their properties. With the County not giving guidance, farmers turned to each other for help and support on operating properly. The entire industry has been self-governed and self-supported for the past three decades.

We have our own personal story of the County's neglect while opening our farm that we have passed onto Bruce Embree and Holden Flemming. Here is a brief synopsis.

When we decided to open a farm we contacted Clallam County to ask about permits and regulations. They stated that we did not need to talk to them, and instead we should contact the State of Washington. We found that odd, and decided to wait a few months and try the County again. We contacted the County a second time, they looked up our address and stated that we needed to contact the City of Sequim and not Clallam County. We contacted the City of Sequim who said we did not need to contact them, but instead to contact the County. All three levels of government also stated that we did not need any special permits and we could just start planting. Not being comfortable with that, we got our business license with the state, insured our property, and began seeking guidance the same way all the farms we talked to did: by turning to each other. We tried to build our farm with the support of the County and were turned away twice.

The County only seemed to start paying attention to farms this past summer after a series of newspaper articles were published. Mathew Nash wrote three articles, each featuring one of the three new lavender farms opening that season. The day after each article came out, Donella Clark from the County, wrote a letter to the farm being featured stating that they were not in compliance and threatening potential fines. This can be verified by checking the dates of each newspaper article and the dates the letters from Ms. Clark were created. Matthew Nash has expressed deep regret and sorrow as he feels his articles have created this whole dilemma facing our farm industry. Ms. Clark stated last night that the current situation is because of complaints the County has received by residents. However, although I have asked, and our farm was the first to receive a letter of noncompliance, I have never seen a single complaint. When I asked for the content of complaints at the Sequim meeting, nothing was provided. Based on the dates of the letters, the dates of the newspaper articles, and no complaints delivered when requested, I believe the current situation is not complaint driven as suggested by Ms. Clark.

I bring up this history to show that the current situation was avoidable, created through historical neglect of the County, and the County's current actions. Farms are out of compliance because the County did not enforce or guide farms for the past thirty years. The farms grew and families began relying on their income to feed themselves. They did not farm or expand into other uses in secret. Instead they did so out loud: loud enough to create a yearly festival that the County advertised for them and provided County grants to support. The farmers have been fully transparent in their operations, with County officials frequenting the farms. And the County not once before now expressed a concern on their operations and permitting. Our current environment of noncompliant farms is one the County helped create and perpetuated.

Conclusion

As the County helped create our current situation, I believe the County has a responsibility to help fix it that goes beyond code amendments. As stated last night, some farmers have worked their land for years, expecting the land and its products to be the source of their retirement. This late in life, they are not capable of leaving the farm industry now to seek another career elsewhere. Farmers went all in on their businesses as

they felt they were secure in the environment the County helped create. My family personally left six figure incomes to move to Clallam County and develop our farm in the industry the County perpetuated. Now the County is threatening to strip that all away, jeopardizing many families and a large industry in an area that is already financially and food insecure. I understand the need for codes and code enforcement. However, to neglect enforcement for thirty years, allow an industry to grow, and to perpetuate it and benefit off of it, then bring a hammer down that threatens to end it, is irresponsible and legally questionable. Adding an amendment that places 100% of the financial burden on the poorest of farms is discriminatory. And finally, placing wordsmithing as a priority over family farmers' ability to exist is not inline with good ethics.

Prescription

As such, I believe the current farms that are in operation should be grandfathered and allowed to continue operation on the condition that they move towards compliance in the next five years. In the five year window, the County should waive all permitting fees to the grandfathered farms and provide assistance on the road to compliance. Such assistance can come in the form of grants to help establish fire safety and ADA compliance currently being required. Any new farms trying to establish themselves as of January 1st, 2024 should be subject to compliance and permitting as currently outlined in the code and/or outlined in the new amendment to come without assistance.

Regarding Conditional Use Permit fee waivers, I found the argument last night that it being impossible to calculate the total amount of fee waivers, as being false. The person speaking stated that it was not possible to assess how many permits would be applied for or to calculate the financial burden to the County. If taking the route I prescribe above, that calculation is very tangible as it would be based on currently existing farms. The County seems to already have a good idea on the number of farms as a handout was shared last night showing percentages of farms. A counter argument to the difficulty of calculating the fees and the County's ability to afford waving the fees and other assistance, is how much money will the County lose if all these farms have to close because of the County's actions. Again, this is not a threat, but a reality of where we are at this moment.

Thank you once again for all your hard work on this issue. I know it is not a good place to be, and I do not place blame on our current administration. It was the work, or lack of work of the past thirty years worth of administrations that has gotten us here. I applaud you all for taking up this issue and trying to make the best of it. Good work is seldom easy and most of the time, under-appreciated. I can honestly say I believe, all us farms, while stressed and scared for our livelihood, are with you and support you on the path to finding a positive solution.

Thank you,

David Herbelin

Old Barn Lavender Company

9785 Old Olympic Hwy.

Sequim, WA 98382

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? [View it in your browser.](#)

Ag. Acc. Use Draft Code 2-14 comments from Old Barn Lavender Company





Ag. Acc. Use Draft Code 2-14 comments from Old Barn Lavender Company



Old Barn Lavender Company is named after the 3,700 sqft historic barn on the property dating back to 1913. It's one of the oldest buildings in Sequim.

The entire east portion of the barn is used for hanging and drying lavender.



On summer mornings, the 10' bay door is opened and lavender is distilled into essential oil in a Portuguese Cooper still. It operates in a completely closed system.



The front of the west portion of the barn has 12' cargo doors that open to a gift shop which sell soaps, candles, essential oil, lavender bud, and incense all made by hand on the property using the lavender grown on the farm.



Ag. Acc. Use Draft Code 2-14 comments from Old Barn Lavender Company



Ag. Acc. Use Draft Code 2-14 comments from Old Barn Lavender Company

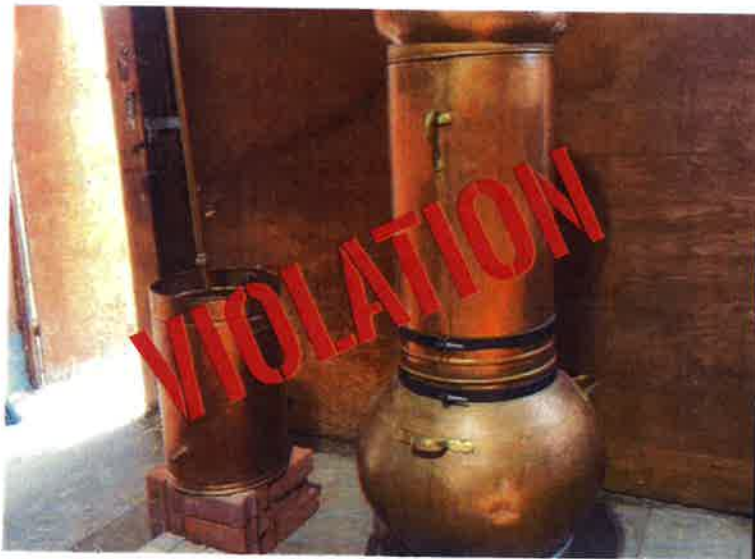


Although built for agriculture and the majority of its life used for agriculture, OBLC's barn cannot be used. Farms less than three acres cannot have an agriculture processing facility without a Conditional Use Permit

Farms under three acres cannot cut, dry or clean their raw materials to add value without a Conditional Use Permit.



Farms under three acres cannot have any processing facility without a Conditional Use Permit.



Farms under three acres are not allowed onsite retail stores without a Conditional Use Permit



Ag. Acc. Use Draft Code 2-14 comments from Old Barn Lavender Company

County Visit to Old Barn Lavender Company (OBLC) - "No issues"

On November 17th, 2023, four County officials visited Old Barn Lavender Company's farm in the process of reviewing and understanding Clallam County's farming industry and its relation to the Agricultural Codes. The officials inspected the grounds, the parking lot, the fields, and the barn where processing and retail sales were conducted. After the inspection, the County officials stated they saw "no issues" with the farm. The only items called to attention were by the fire inspector who requested a small ramp to help wheelchairs over the 1.5" lip into the barn and to have any propane tanks located outside the building. Other than these two items, the County officials stated that Old Barn Lavender Company should have no problems with the new codes.

Agricultural Accessory Uses Draft Code 2-14 - OBLC is Out of Compliance

According to the Agricultural Accessory Uses Draft Code 2-14, OBLC is deemed out of compliance without acquiring Conditional Use Permits and paying fees.

	Less than 3 acres	3-4.99 acres
Ag. Processing Facility	Conditional Use Permit	Certificate of Compliance
Onsite Retail Store	Conditional Use Permit	Certificate of Compliance
Outdoor Activities (Corn mazes, tractor, etc.)	Conditional Use Permit	Conditional Use Permit
Farm Stays	Prohibited	Prohibited

How did Old Barn Lavender Company go from having "no issues" to being restricted by Conditional Use Permits and fees?

OBLC is restricted from two crucial components of running a successful farm because it sits on 2.61 acres. If the property was .39 acres larger, OBLC could continue forward with processing lavender and operating a retail store of their goods without applying for Conditional Use Permits and paying fees. Processing and retail are rights afforded to all other farms three acres or more with a Certificate of Compliance.

Agricultural Processing Facility

The current draft of the Agricultural Accessory Use Code states that properties under three acres cannot have an Agricultural Processing Facility unless they acquire a Conditional Use Permit. *"Agricultural Processing Facilities' means a facility which adds value to, refines, or processes raw agricultural goods, including but not limited to washing, sorting, cutting, drying, bagging, freezing, cold storage/controlled atmosphere and/or packing' (Agricultural Accessory Uses Draft Code 2-14).* By this definition OBLC cannot harvest their lavender, and use their barn to hang it to dry, strip the bud off the stems, or distill it. They are limited to only growing lavender. They cannot touch it past that.

- If a farm cannot prepare their product for market, what can they market?
- If a farm cannot produce anything for market, how can they survive?

Onsite Retail Store

The current draft of the Agricultural Accessory Use Code states that farms under three acres cannot have an onsite retail store without a Conditional Use Permit and that such stores must be less than 1,000 sqft, which includes storage.

- If a farm has enough land to accommodate the required minimum of 1 acre of land utilized in the production of agricultural products and the parking required by the Agricultural Accessory Use Code, then why is this not enough to support an onsite retail store?

Ag. Acc. Use Draft Code 2-14 comments from Old Barn Lavender Company

- Under the current code, a 200 sqft store with 1,000 sqft of backroom product storage would not be allowed. How does the amount of storage factor into the safe operation of an onsite retail store?

Why three acres?

- If OBLC was seen as having “no issues” by county inspectors, why does it need to apply and pay for Conditional Use Permitting simply because it is .39 acres less than three acres?
- What guaranteed securities are there in three acre properties that allow them to operate under a Certificate of Compliance that a 2.61 acre property does not have?
- How was it determined that three acres would be the cut off for rights?
- What studies were conducted to support this policy?

Additional Restrictions - Farm Stays

According to 33.50 CCC, Clallam County allows properties 1.5 acres and above to construct Additional Dwelling Units (ADU's) subject to requirements. These ADU's can be used as short stay rentals. However, according to the Agricultural Accessory Use Draft Code 2-14, Farm Stays for farms less than 5 acres are prohibited. According to the Code *“Farm Stays’ means paid accommodation on a working farm where guests partake in agricultural work.”*

- Why does having a 5 acre or less farm forfeit a property owner's rights to building and short stay renting an AUD on their property; a right they would have if they had only 1.5 acres and no farm?

Additional Costs and Restrictions - Landscape Barrier

According to 33.XX.050 paragraph 6 states that a landscape barrier must be installed to block the view of the parking lots for farms. This paragraph does not differentiate between full-time parking lots or temporary parking lots.

The parking lot for OBLC is used for 10 weeks of the year (19%). The rest of the year (81%) it is goat pasture. The fencing and gating along this lot sits on the property line. For OBLC to install a landscape barrier the fence would need to be moved inward 10' on the east and south sides so that landscaping could be installed outside the fence away from the goats. This would eliminate the ability to use the existing exit gate, and a new one would need to be installed. The parking area would decrease significantly, reducing parking spaces. In total, with new fencing, a new gate, and installing new landscaping, rough estimates amount to over twenty thousand dollars to create a landscape barrier for this temporary parking lot that was previously described as having “no issue” by County officials.

OBLC's fate with the current Agricultural Accessory Use Code Draft

As it is currently written, the Agricultural Accessory Use Code limits OBLC to growing raw materials and eliminates hosting any customers. OBLC cannot process their materials, host a store to sell their materials, or invite guests to their property to purchase these materials unless tens-of-thousands are invested in Conditional Use Permits and landscape barriers. However, if OBLC were .39 acres larger, many of these restrictions would disappear.

These costs and restrictions are an insurmountable hurdle for OBLC: a farm that was verbally deemed as having “no issues” prior to the current Draft Code. If the code is passed as is, Old Barn Lavender Company will have no option than to close its operations.

A Potential Solution

This illustration of a farm moving from having “no issues” to now being required to invest thousands into Conditional Use Permits and updates begs several questions including:

- What methods of measurement were used to create the delineation of rights between the farms of different acreages?
- What qualities are inherent in a property that is 3 acres that allows it to have more rights and freedoms than a property that is 2.6 acres?

Ag. Acc. Use Draft Code 2-14 comments from Old Barn Lavender Company

- Are these qualities consistent and universal with all parcels of this size?
- What inherent qualities of farming makes it so that farms have less rights than residents in terms of ADU's and short stay rentals?

If these qualities are not universal, consistent, or quantifiable, then they should not be used as a method of judgement and policy making. Rules that govern the masses should not be made on arbitrary methods. As illustrated by Old Barn Lavender Company, a successful, well organized argitourism farm can be deemed as having "no issues" on less than three acres.

The current draft, as written, dictates a farm's abilities, such as their ability to process their crops, run a gift shop, have outdoor activities, and host farm stays, based on acreage size, which has little to do with the farm's ability to support these endeavors.

A more quantifiable and consistent method would exist in the farm's ability to support proposed activities based on parking spaces. A farm should be able to partake and host the activities it can support with adequate guest parking. This would dictate the size of the gift shop and the proposed outdoor activities. This is a method used in many other commercial industries. The fault of the current system in the Draft Code is that it is based purely on acreage. It is possible for a less than 3 acre farm to have 30 parking spots. And it is equally possible for a 20 acre farm to have only two. However, the current draft code would allow the 20 acre farm with two parking spots more rights and freedoms of commerce than the well set up smaller farm. Acreage does not inherently support activities, whereas parking spaces do.

If a delineation of farms and approved activities is needed, then I recommend transitioning from an arbitrary acreage delineation system to a quantifiable system based on support of guest parking.

Gores, Loni

From: Fleming, Holden
Sent: Monday, June 24, 2024 2:27 PM
To: Gores, Loni
Cc: Emery, Bruce
Subject: FW: Agricultural Accessory Use Zoning Ordinance
Attachments: Agricultural Accessory Uses 33.48 (Draft Ordinance)-Letter 240624.pdf

Good afternoon, Loni,

This public comment was received in advance of tomorrow's Public Hearing. Please add the email and attached document to the record.

Sincerely,

Holden A. Fleming

Chief Deputy Director, DCD

Phone: 360-565-2616

Email: Holden.Fleming@clallamcountywa.gov

223 E. 4th Street, Suite 5
Port Angeles, WA
98362

clallamcountywa.gov

From: rick@lavenderconnection.com <rick@lavenderconnection.com>
Sent: Monday, June 24, 2024 2:01 PM
To: Emery, Bruce <Bruce.Emery@clallamcountywa.gov>
Cc: Fleming, Holden <Holden.Fleming@clallamcountywa.gov>
Subject: Agricultural Accessory Use Zoning Ordinance

Bruce and Holden,

I have attached a PDF of a letter to the commissioners care of you that I have completed with comments on the current Draft Ordinance Chapter 33.48 Agricultural Accessory Uses. I hope that you and Holden will be able to review this letter and be able to respond to my proposed amendment in this letter during the Board of Clallam County Commissioner meeting and Public Hearing on the ordinance tomorrow morning.

It is my plan to be present at the public hearing and will likely use the public comment period to read this letter into the hearing for consideration by the commissioners during the hearing.

I do want to thank both of you for all your work to resolve the multitude of issues related to the agricultural accessory uses and consideration of my past comments during the drafting process.

Respectfully Submitted

Rick Olson

Gores, Loni

From: Bruce and Bonnie McCloskey <bbmac5225@gmail.com>
Sent: Monday, June 24, 2024 9:43 PM
To: Gores, Loni
Subject: Agriculture Accessory Uses Code revisions for 6/25/24 Public Hearing
Attachments: Comments on Proposed Agricultural Accessory Uses Code.docx

[You don't often get email from bbmac5225@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Please pass along my comments on the Agriculture Accessory Uses proposed Code changes to the County Commissioners.

I had planned to attend and make public comments at the Public Hearing tomorrow morning, but found out late this afternoon I need to report for Jury Duty tomorrow morning and might miss the Public Hearing. Just in case that happens I would appreciate you getting them my comments.

Thank you.

Bruce McCloskey
5883 Old Olympic Hwy
Sequim, WA 998382
bbmac5225@gmail.com

Comments on Proposed Agricultural Accessory Uses Code
Public Hearing
6/25/24

To: Clallam County Commissioners

My wife and I own B&B Family Farm, 5883 Old Olympic Highway, Sequim, WA 98382, a 12 acre lavender farm across from the Sequim Airport.

I have been involved with the Agricultural Accessory Use proposed changes from the beginning in October of 2023, attending all the public meetings (except the west end meetings), Planning Commission meetings and several other associated special meetings. I have expressed my compliments and thanks to the DCD and Planning Commission for their approach and handling of this process. I have appreciated their open minded, inclusive, and sincere willingness to listen approach to a potentially controversial and important issue. My initial concerns have evolved to a comfort level I feel good about.

Of course there are a few things in the proposed code I would like to see changed, but they are minor. All of our major concerns have been addressed to our satisfaction. I am comfortable our farm will be able to continue doing business much as we have in the past. The changes we are being asked to make are for the better and doable. I think the added specificity of the code will be helpful to all parties, make for a better experience for the public, and provide some certainty and clarity for us farmers.

Undoubtably there will be some things needing to be tweaked going forward, but this is a good start and I appreciate the process and way we got here. I can't speak for other farms, but our farm supports the proposed changes.

Bruce McCloskey
B&B Family Farm
5883 Old Olympic Hwy
Sequim, WA 98392

Comments on Proposed Agricultural Accessory Uses Code
Public Hearing
6/25/24

To: Clallam County Commissioners

My wife and I own B&B Family Farm, 5883 Old Olympic Highway, Sequim, WA 98382, a 12 acre lavender farm across from the Sequim Airport.

I have been involved with the Agricultural Accessory Use proposed changes from the beginning in October of 2023, attending all the public meetings (except the west end meetings), Planning Commission meetings and several other associated special meetings. I have expressed my compliments and thanks to the DCD and Planning Commission for their approach and handling of this process. I have appreciated their open minded, inclusive, and sincere willingness to listen approach to a potentially controversial and important issue. My initial concerns have evolved to a comfort level I feel good about.

Of course there are a few things in the proposed code I would like to see changed, but they are minor. All of our major concerns have been addressed to our satisfaction. I am comfortable our farm will be able to continue doing business much as we have in the past. The changes we are being asked to make are for the better and doable. I think the added specificity of the code will be helpful to all parties, make for a better experience for the public, and provide some certainty and clarity for us farmers.

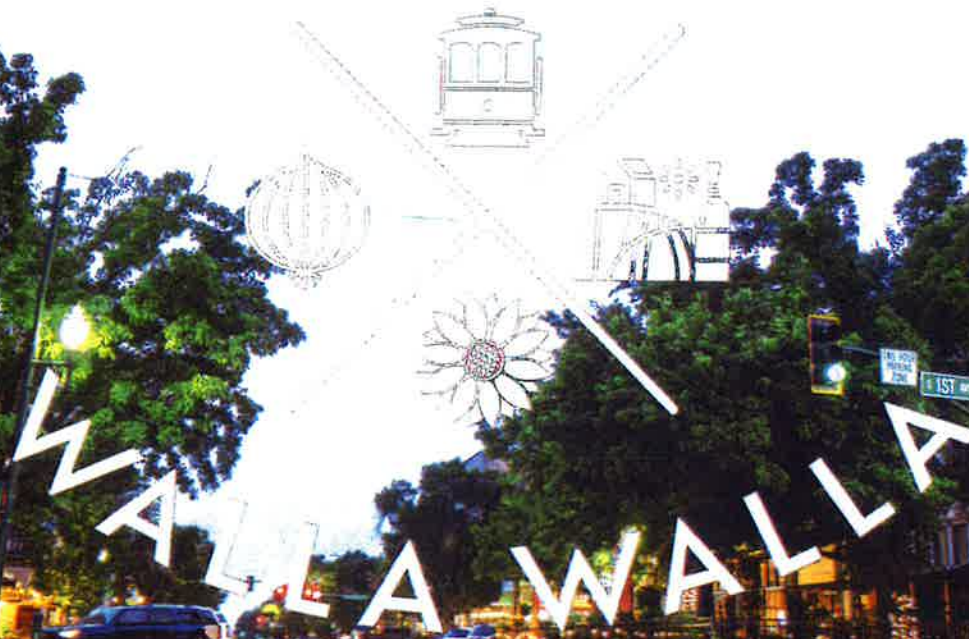
Undoubtably there will be some things needing to be tweaked going forward, but this is a good start and I appreciate the process and way we got here. I can't speak for other farms, but our farm supports the proposed changes.



Bruce McCloskey
B&B Family Farm
5883 Old Olympic Hwy
Sequim, WA 998392

BOCC Mail Correspondences Received from other Jurisdictions

PLACES



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JUN 18 2024

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3*902*****ALL FOR AADC 98

RANDY JOHNSON
CLALLAM COUNTY
223 E 4TH ST STE 4
PORT ANGELES WA 98362-3000





AGENDA ITEM SUMMARY

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

JUL 02 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-24-24

REGULAR AGENDA ☒ Meeting Date: 7-2-24

Item summary:

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

Executive summary:

Vacancies exist on the Homelessness Task Force due to the expiration of a term and a resignation.

A press release was issued during the month of April 2024 soliciting applications from interested citizens. Three applications were received.

Olympic Community Action Programs recommend the appointment of Viola Ware to the Homelessness Task Force.

Health and Human Services Deputy Director endorses the appointment of Abigail Bohman and Viola Ware to the Homelessness Task Force.

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

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

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

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

Relevant Departments: Board of Commissioners, Health & Human Services Department

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

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

Homelessness Task Force Bohman & Ware 7-2-24

Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING MEMBERS TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Homelessness Task Force due to the expiration of a term and a resignation.
2. A press release was issued during the month of April 2024 soliciting applications from interested citizens. Three applications were received.
3. Olympic Community Action Programs recommend the appointment of Viola Ware to the Homelessness Task Force.
4. Health and Human Services Deputy Director endorses the appointment of Abigail Bohman and Viola Ware to the Homelessness Task Force.

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

1. **Abigail Bohman** is appointed to serve as the Faith Community representative for a term expiring on December 31, 2025.
2. **Viola Ware** is appointed to serve as the Olympic Community Action Programs representative to complete the term expiring December 31, 2024 and an additional three-year term ending December 31, 2027.

PASSED AND ADOPTED this 2nd day of July 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

c: A22.50
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

12

JUL 02 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 6-24-24

REGULAR AGENDA ☒ Meeting Date: 7-2-24

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Conservation Futures Program Advisory Board due to a resignation.

A press release was issued during the month of April 2024 soliciting applications from interested citizens. One application was received.

The Director of the Department of Community Development supports the appointment of Gabriel Bugarin to the Conservation Futures Program Advisory Board.

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

None

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

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

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

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 6-14-24

* 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)

Conservation Futures Bugarin 7-2-24
Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE
CONSERVATION FUTURES PROGRAM ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Conservation Futures Program Advisory Board due to a resignation.
2. A press release was issued during the month of April 2024 soliciting applications from interested citizens. One application was received.
3. The Director of the Department of Community Development supports the appointment of Gabriel Bugarin to the Conservation Futures Program Advisory Board.

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

1. **Gabriel Bugarin** is appointed to serve as the Commissioner District I representative for term ending December 31, 2027.

PASSED AND ADOPTED this 2nd of July 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, Clerk of the Board

cc: A22.33
Appointee (s)
BOCC



1F
JUL 02 2024

AGENDA ITEM SUMMARY

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

Department: Public Works-Roads

WORK SESSION ☒ **Meeting Date: 06/24/2024**

REGULAR AGENDA ☒ **Meeting Date: 07/02/2024**

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 Road Closure |

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a resolution authorizing the closure of Olympic Hot Springs Road between milepost 0.00 and 0.23 while WSDOT finishes up their project replacing the Elwha River Bridge on US101.

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?** ☐
The only cost will be for the posting and publication of the closure.

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

We recommend the Commissioners sign this resolution allowing the closure. The Road Department will post notices and publish the resolution as required by RCW 47.48.020.

County Official signature & print name: _____

Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi, Jesse Goodman

Relevant Departments: Public Works

Date submitted: 06/18/2024

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



CR RESOLUTION ____, 2024

AUTHORIZING THE TEMPORARY CLOSURE OF OLYMPIC HOT SPRINGS ROAD - NO.
17810

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County Engineer has determined that Olympic Hot Springs Road, between milepost 0.00 and milepost 0.23, needs to be closed to public access for up to 10 calendar days between the period beginning July 12, 2024 and ending July 31, 2024. The road closure is necessary to allow WSDOT to finish construction of the new Elwha River Bridge which includes reconstruction of the Olympic Hot Springs Road and US 101 intersection.

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

1. That Olympic Hot Springs Road will be closed between milepost 0.00 and milepost 0.23 for up to 10 calendar days between the period beginning July 12, 2024 and ending July 31, 2024.
2. That the Clallam County Road Department post and publish notices as required by R.C.W. 47.48.020.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mark Ozias

Please Publish: July 5, 2024

Please Bill: Clallam County Public Works Department
223 East Fourth Street, Suite 6
Port Angeles, WA 98362



AGENDA ITEM SUMMARY

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

19
JUL 02 2024

Department: DCD

WORK SESSION ☒ Meeting Date: 6/24/2024

REGULAR AGENDA ☒ Meeting Date: 7/2/2024

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: Conservation Futures PAB bylaw change Article VIII- Quorum. The CFPAB consists of five voting members and currently has one vacancy. The previous bylaws only allowed for a quorum with four voting members. The new language will form a quorum with a simple majority of members, rather than a specific amount. This new language will allow the CFPAB to conduct business with vacancies.

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

Recommended action: Approve resolution.

County Official signature & print name: Bruce Emery

Handwritten signature of Bruce Emery in cursive script.

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Enrique Valenzuela- DCD

Date submitted: 6/17/2024

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



RESOLUTION _____, 2024
AUTHORIZING CONSERVATION FUTURES
PROGRAM ADVISORY BOARD BYLAWS CHANGE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.
2. The statute requires the establishment of a Conservation Futures Program Advisory Board
3. The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the Conservation Futures program and shall develop strategic, long-term plans for the program.
4. The Conservation Futures Program Advisory Board consists of five voting members, and currently has one vacant position.
5. The Conservation Futures Board met on June 12, 2024, to review a bylaw change and recommend this change to the Board of Commissioners.

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

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.
2. Authorizes a change to the Conservation Futures Program Advisory Board bylaws Article VIII A. from "Except as otherwise specifically provided in these Bylaws, the attendance (either in person or electronically) of four (4) "voting members" of the CFPAB at the CFPAB meeting shall constitute a quorum for the transaction of business." to "Except as otherwise specifically provided in these Bylaws, the attendance (either in person or electronically) of a simple majority of "voting members" of the CFPAB at the CFPAB meeting shall constitute a quorum for the transaction of business.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

CLALLAM COUNTY

Conservation Futures Program Advisory Board

Bylaws

Article I-Object

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

Article II-Precedence

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

Article III-Membership and Terms

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

- H. An attorney from the Prosecuting Attorney's Office will provide legal advice and consultation to the CFPAB in its role as an advisory Board to the County Commission BUT not to individual CFPAB members.

Article IV- Purpose of Conservation Futures Program

The purpose of the Conservation Futures Fund is to acquire interests and/or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

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

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

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

Article V-Duties of the CFPAB

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

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

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

Article VI-Meetings

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

Article VII- Agenda format

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

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

Article VIII-Quorum

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

Article IX-Voting

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

Article X-Adoption by the CFPAB of amendments

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

Article XI: Public Hearings

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

Article XII Vacancies

Any vacancies in the CFPAB shall be filled by the decision of the County Commission as decided in a public meeting. If needed, and if applicable, the County Commission may enter into Executive Session pursuant to RCW 42.30.110(1) in order to complete the work of declaring the existence of a vacancy or filling a vacancy.

Article XIII Separate Rules document

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

Adopted by the Conservation Futures Program Advisory Board this 10th day of July, 2024.

Barbara Pappas: Chair – Conservation Futures Program Advisory Board



1h
JUN 02 2024

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 06/24/24**

REGULAR AGENDA ☒ **Meeting Date: 07/02/24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

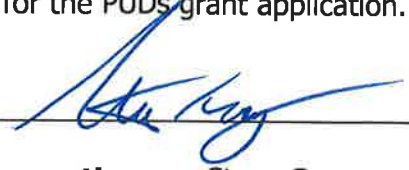
The Clallam County Public Utility District (PUD) is applying for grant funding from the U.S. Bureau of Reclamation for the deployment of Advanced Metering Infrastructure (AMI) across most of their water systems. They plan to stage the project in two phases with the first phase taking place in 2025-2026 and targeting about 10% of the District's water service connections. The PUD is planning to include their existing Carlsborg Water System in the first group and are requesting letters of support from other agencies that have a stake in water conservation on the Olympic Peninsula to submit with their grant application. The application deadline is July 9, 2024.

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. The PUD is not requesting any financial support from the County specific to the AMI Metering Conversion, Phase 1 project that is subject of the grant application.

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

Approve sending the attached letter of support for the PUDs grant application.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: June 18, 2024

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

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



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@clallamcountywa.gov

TODD MIELKE, County Administrator

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

July 2, 2024

Bureau of Reclamation
Water Resources and Planning Office
Attn: Nickie McCann
Mail Code: 86-63000
P.O. Box 25007
Denver, Co 80225-0007

RE: Support for the PUD No. 1 of Clallam County Small Scale Water Efficiency Project: AMI Metering Conversion, Phase 1

Dear Nickie:

Clallam County is writing in support of the Small-Scale Water Efficiency Project grant application by PUD No. 1 of Clallam County, titled "AMI Metering Conversion, Phase 1." This project is aimed at improving the District's water resource management and water conservation programs through the deployment of Advanced Metering Infrastructure (AMI). AMI deployment will enhance the resolution of the District's distribution system efficiency data, provide real time customer side leak detection alerts and gain customers better opportunity to become engaged in the District's strategic initiatives related to water conservation.

The District provides potable water service to 5100 residential, commercial, industrial and institutional connections within Washington's Water Resource Inventory Areas 18 and 19. Water resources in this region support several species of salmonid species including chinook, coho, chum, pink, sockeye, steelhead and cutthroat trout. Irrigated agriculture plays an important role in the culture, history and economy of Clallam County. Population is climbing steadily in rural western Washington State as more people from around the country move to the area for the clean air, beautiful views and natural resources. For each of these reasons, water resource management and water conservation are vital elements of Clallam County's sustainable future.

This project supports four of the District's Strategic Objectives: Practice Environmental Responsibility, Ensure Reliable Supply, Manage Resource Portfolios and Enhance Customer Partnership. Clallam County is happy to support these objectives and the District's AMI Metering Conversion, Phase 1 project.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



AGENDA ITEM SUMMARY

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

JUL 18 2024

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 07/01/2024

REGULAR AGENDA ☒ **Meeting Date:** 07/02/2024

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

Item Summary:*

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

Executive Summary:

The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 23, 2024 at 10:30 AM, or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Port Angeles, Washington. The public hearing is to consider public testimony on the Mid-Year Review of the 2024 Clallam County Budget, per Clallam County Home Rule Charter, Section 9.50.

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

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

No budgetary impact.

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

Approval of the call for public hearing to be held Tuesday, July 23, 2024 at 10:30 AM regarding the Mid-Year 2024 Budget Review.

County Official signature & print name: Eleanor Hill

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

Name of Employee attending meeting: Mark Lane, Rebecca Turner, Eleanor Hill

Relevant Departments: BOCC, Finance

Date Submitted: 6/24/2024

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

Agenda Item Summary Public Notice MidYear Review

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

Revised: 3-04-2019

**PUBLIC HEARING
NOTICE OF MID-YEAR 2024 BUDGET REVIEW**

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 23, 2024 at 10:30 AM, or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Port Angeles, Washington. The public hearing is to consider public testimony on the mid-year review of the 2024 Clallam County Budget, per Clallam County Home Rule Charter, Section 9.50.

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

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

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233
loni.gores@clallamcountywa.gov and mark.lane@clallamcountywa.gov

Publish: July 6, 2024 and July 13, 2024
Bill: Board of Commissioners

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair



KS

AGENDA ITEM SUMMARY

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

JUL 02 2024

Department: DCD

WORK SESSION ☒ **Meeting Date:** July 1, 2024

REGULAR AGENDA ☒ **Meeting Date:** July 2, 2024

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Change of Service Hours |

Documents exempt from public disclosure attached: ☐

Executive summary: The Permit Center for the Department of Community Development, Environmental Health Division, and Public Works Department, have all experienced a surge in permits this year. In addition, all three Departments have been implementing a new permit software program that has injected a substantial learning curve in permit processing and has resulted in delays and backlogs in data entry, permit processing and other related permit services. Staff are urgently requesting a modification of public service hours in order to afford staff an opportunity to work through the backlog of processing steps and resolve lingering technical issues with the new software program. The requested hours would run Monday through Friday, from 9:00 AM to 3:30 PM, for a two-month period.

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

No budgetary impact.

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

That the Commissioners review and approve the enclosed Resolution during their July 2, 2024, regular meeting.

County Official signature & print name: , Bruce Emery

Name of Employee/Stakeholder attending meeting: Joe Donisi, Bruce Emery, Kevin LoPiccolo

Relevant Departments: DCD & Public Works

Date submitted: June 26, 2024

- * 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)

Revised: 3-04-2019

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



RESOLUTION _____, 2024

AUTHORIZING A TEMPORARY CHANGE IN CUSTOMER SERVICE HOURS FOR THE
DEPARTMENT OF COMMUNITY DEVELOPMENT/ENVIRONMENTAL HEALTH/PUBLIC
WORKS DEPARTMENT SERVICE COUNTER

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. "All county and precinct offices shall be kept open for the transaction of business during such days and hours as the board of county commissioners shall by resolution prescribe (RCW 36.16.100)."
2. County Policy 430, County Facilities Business Hours, requires prior approval by the Administrator or the Board of County Commissioners for any change in hours.
3. A surge in new permit applications was experienced in March of this year, creating a substantial delay in the timing of permit turn-around, and a backlog in data entry, plan review and other permit processing functions.
4. The implementation of new permit software in early June of this year has also contributed substantially to the processing and data entry backlog. The process of learning the new software and working through technical problems has further exacerbated the problem.
5. The Department of Community Development, Environmental Health Division of the Department of Health & Human Services, and the Public Works Department, are all experiencing similar challenges.
6. The aforementioned Departments have requested that the customer service hours be reduced to the hours of 9:00 AM to 3:30 PM daily, in order to provide additional time for staff to focus on addressing the backlog of clerical and review tasks, and to restore the prompt permitting services the citizens of Clallam County have come to expect.

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

1. A temporary change in customer service hours for the Department of Community Development/Environmental Health Division/Public Works Department Service Center is hereby in effect from July 3, 2024, through September 3, 2024.
2. Customer service hours for the Service Center are Monday through Friday from 9:00 AM to 3:30 PM.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French, Chair

14
JUL 02 2024



**PROCLAMATION
RECOGNIZING JULY AS LAVENDER MONTH**

WHEREAS, Sequim is the "Lavender Capital of North America;" and

WHEREAS, the third weekend in July is always the Sequim Lavender Festival; and

WHEREAS, the lavender season lasts throughout the summer; and

WHEREAS, lavender farmers and growers comprise a vital and growing segment of our local agricultural and tourism economies; and

WHEREAS, it is our pleasure to welcome the thousands of people from around the county and throughout the world to Sequim and Clallam County in order to experience the joy of visiting a lavender farm; and

WHEREAS, lavender plants propagated in Clallam County are now planted in the ground in approximately half the states of the Union and Canada; and

WHEREAS, lavender products manufactured in Clallam County are sold worldwide; and,

WHEREAS, the future of the lavender industry in Sequim and Clallam County continues to expand due to the passion and dedication of local producers,

NOW, THEREFORE Be It Resolved on this 2nd day of July, 2024 that the month of July be designated as "Lavender Month" in Clallam County, and we encourage all residents and visitors to help celebrate.

Signed this 2nd day of July 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French, Chair



AGENDA ITEM SUMMARY

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

JUL 02 2024

Department: Sheriff

WORK SESSION ☒ Meeting Date: 6/24/24

REGULAR AGENDA ☒ Meeting Date: 7/2/24

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

Item summary:

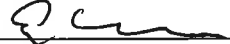
- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-11 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Prioritizing wellness planning for law enforcement staff is vital to maintaining long-term employee retention and healthy responses and judgment used in critical situations. The Washington State Criminal Justice Training Commission administers a grant supporting the creation or growth of wellness programs, and has awarded the Sheriff's Office with \$20,000 for the period of 7/1/24 – 6/30/25. We will use these funds primarily for a consultant to create and teach a curriculum covering different aspects of wellness, as well as customize goals and strategies for individual participants. There will be quarterly classes provided to corrections and patrol deputies along with monthly check-ins on goal progress. \$1,600 of this funding will also support equipment purchases that employees can utilize in their physical fitness strategies.

Budgetary impact: Additional funding will be added via supplemental

Recommended action: BOCC approval

County Official signature & print name: Elizabeth Waknitz 

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 6/18/24

* 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)

811-24-4

Washington State Criminal Justice Training Commission		WSCJTC Contract No. IA25-013	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor Name: Clallam County Sheriff's Office		Contractor Address: 223 E. 4 th St., Suite 12, Port Angeles, WA 98362	
Contact: Diane Harvey			
Contact Telephone: 360-417-2520		Contact E-Mail Diane.harvey@clallamcountywa.gov	
Statewide Vendor Number: (SWV): Click here to apply or provide number below: 0000200-05			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grant Manager		E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437	
Contract Start Date July 1, 2024	Contract End Date June 30, 2025	Contract Maximum Amount \$20,000	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Susan Rogel <i>Susan Rogel</i> 6/11/2024 Manager Date		Clallam County Sheriff's Office	
Brian Elliott <i>Brian Elliott</i> 6/11/2024 Department Manager Date		Contractor Business Name	
Monica Alexander <i>Monica Alexander</i> 6/12/2024 Executive Director Date		Date	
Holly White		Contractor signature	
WSCJTC Contract Specialist Date		Print Name & Title Mike French, Chair of Clallam County Board of Commissioners Mike.french@clallamcountywa.gov	

butte
Approved as to Form

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOME REPORTING AND BILLING TIMELINES

1. **Outcome Report**
2. **Invoice (A-19 and backup documentation – submitted in one PDF document all together)**

DUE DATES:

1. October 15, 2024 (July, August, & September)
2. January 15, 2025 (October, November, & December)
3. April 15, 2025 (January, February, & March)
4. July 10, 2025, **FINAL** submission (April, May, & June)

REQUIRED OUTCOMES FOR REPORT: (See allocation amounts on last page)

1. Gym Equipment – Document when received and number who use the equipment.
2. Grow Strong LLC - Wellness Trainer – Document trainings, number attended, dates and topics.
3. Complete officer survey of usefulness of all services and suggestions for future officer wellness services. Report outcomes in final report.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract

and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

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

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Total Allocation		\$20,000
	Gym Equipment	\$1,600
	Grow Strong LLC, Wellness Trainer	\$18,400



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) **JUL 02 2024**

Department: Finance, BOCC

WORK SESSION ☒ **Meeting Date: 7/1/2024**

REGULAR AGENDA ☒ **Meeting Date: 7/2/2024**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 831.23.002-1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

PERSONAL SERVICES AGREEMENT WITH CLALLAM PUBLIC DEFENDER FOR PROVISION OF INDIGENT PUBLIC DEFENSE SERVICES AMENDMENT 1

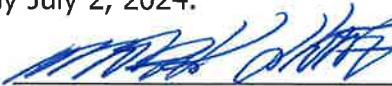
Attached for discussion and approval is the proposed Amendment 1 to the current Personal Services Agreement with Clallam Public Defender ("CPD") which ends on June 30, 2024. As negotiations on a new agreement have been delayed due to timing of collective bargaining unit negotiations, we are requesting a 2-month extension of the current contract language that will allow the time needed to complete negotiations. This amendment will extend the provision of indigent public defense services until August 31, 2024.

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?** ☐

Included in the 2024 Budget.

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

We request the Commissioner's approval to proceed in submitting this agreement for approval during the next BOCC meeting scheduled on Tuesday July 2, 2024.

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane, Todd Mielke _____

Relevant Departments: _____ Finance, BOCC, _____

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Public Defender Amendment 831.23.002-1
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Date submitted:

June 25, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Public Defender Amendment 831.23.002-1
** 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



**PERSONAL SERVICES AGREEMENT
CLALLAM PUBLIC DEFENDER CONTRACT
AMENDMENT 1**

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

Name: Clallam Public Defender
Address: 516 East Front Street
Port Angeles, WA 98362
Phone N^o: 360.452.3307

(hereinafter called "Contractor").

The original Agreement was entered into by the County and Contractor on February 14, 2023 and is scheduled to end on June 30, 2024. This agreement will serve as an extension of this Agreement commencing on the first day of July 2024 and shall terminate on August 31, 2024. Payment under this extension shall be in the amount equal to the pro-ration of the last quarterly payment made under the original term of the Agreement, or \$306,430.83, and will be made by July 14th, 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of July 2024.

Contractor:

A blue ink signature of Harry D. Gasnick, consisting of a stylized 'H' and 'G'.

Print name: Harry D. Gasnick

Title: Director, Clallam Public Defender

Date: 6/25 2024

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mike French, Chair

ATTEST:

Loni Gores, Clerk of the Board



AGENDA ITEM SUMMARY

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

JUL 02 2024

Department: Human Resources

WORK SESSION ☒ Meeting Date: 7/1/2024

REGULAR AGENDA ☒ Meeting Date: 7/2/2024

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

Item summary:

- ☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 461.24.01
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

In accordance with Collective Bargaining protocols and the upcoming expiration of the AFSCME 1619 Managerial & Professional (1619-MP) collective bargaining agreement on 6/30/24, staff has successfully completed negotiations with the AFSCME 1619-MP bargaining unit. A new bargaining agreement has been ratified commencing July 1, 2024, and expiring on December 31, 2026.

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?** ☐
To be discussed and presented at worksession.

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

Approve the ratified proposed collective bargaining agreement as negotiated and presented.

County Official signature & print name: Tom Reyes Tom Reyes

Name of Employee/Stakeholder attending meeting: Tom Reyes, Mark Lane

Relevant Departments: Human Resources, Finance,

Date submitted: 6/26/24

* 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)

461.24.01

**Agreement
By and Between**



Clallam County

and



**The Washington State Council of
County and City Employees, Local 1619-MP
For the Period**

July 1, 2024 – December 31, 2026

MANAGERIAL AND PROFESSIONAL EMPLOYEES

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PREAMBLE

This Agreement is made and entered into by and between Clallam County, hereinafter referred to as "County" and the Washington State Council of County and City Employees, Local 1619-MP, hereinafter referred to as the "Union." The purpose of this Agreement is to establish salaries and benefits, hours of work, and other terms and conditions of employment and a context in which employment issues may be discussed in a bargaining and collaborative atmosphere by the parties.

ARTICLE 1 – TERM OF AGREEMENT

This AGREEMENT shall be effective as of July 1, 2024, and shall continue in full force and effect through December 31, 2026.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment. This agreement shall take effect on July 1, 2024, or the first of the month following ratification and signature by both parties, whichever is later.

ARTICLE 2 – RECOGNITION

2.1 Bargaining Unit Description

The County recognizes the Union as the sole and exclusive bargaining representative for all employees listed in *Appendix A* of this Agreement who are employed as regular, full time, salaried executive, and administrative and/or professional FLSA exempt employees. Positions designated with an asterisk in *Appendix A* may be declared exempt under Chapter 10 of the Clallam County Charter within January of each year. Charter exempt positions will be governed by terms and conditions set forth in County policy and Ordinance 60 of 2002, and not by this labor agreement.

2.2 Unit Composition Questions

Any question or dispute as to which employees are represented by the Union, or covered by this Agreement, shall be treated as an appeal, and disposed of according to the appeal procedure provided within this Agreement or referred to the Public Employment Relations Commission.

ARTICLE 3 - NON-DISCRIMINATION

The parties agree that this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, gender, gender identity, genetic information, sexual orientation, religion, mental or physical handicap or disability as defined and recognized under federal and Washington law (to the extent reasonable accommodation is possible in view of the duties and responsibilities of the position), national origin, union affiliation, or political affiliation. Reasonable accommodation shall be accomplished to the extent possible to enable a disabled employee who is able to safely and properly perform modified duties of the employee's position. The County may condition light duty for a disabled employee on demonstrated ability to recover and become able to perform the

essential functions of the job within a time period established by the County in reliance on medical opinion/prognosis of the County's physician. This Article shall be subject to the appeal procedure, but not to appeal arbitration beyond Step 2.

ARTICLE 4 - UNION SECURITY

4.1 Union Participation

The employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss Union membership with the exclusive bargaining representative.

4.2 New Employee Orientation

The Employer agrees to notify the exclusive bargaining representative in writing of any new employee hired. This notification will include the employee's name, department, job title, and orientation date. The Employer shall grant the bargaining representative no less than 30 minutes, at no loss of pay, to meet with the employee for purposes of a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations, and insurance. The Union and/or the employee will coordinate this meeting with the employee's supervisor. The employee's supervisor shall work to accommodate this meeting as soon as possible.

4.3 Dues Check Off

A. An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to the exclusive bargaining representative. If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to the exclusive bargaining representative.

B. Upon receiving notice of the employee's authorization from the exclusive bargaining representative, the employer shall deduct from the employee's salary membership dues and remit the amounts to the exclusive bargaining representative. Deduction of membership dues shall begin the same month in which the authorization is received. The County shall deduct from the last paycheck of the month of such employee the amount of dues and fees uniformly levied and transmit them to the bargaining representative.

C. The employee's authorization to deduct membership dues remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization.

D. After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation.

E. The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions. The Employer remains neutral as it relates to this.

F. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, hire date in current bargaining unit, job classification, department, hours worked, and monthly wage.

4.4 Indemnification

The Union shall indemnify, defend, and hold the County harmless from all suits, actions, proceedings and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article 4 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement. The parties will cooperate in making appropriate adjustments called for in the event of an error is discovered.

ARTICLE 5 - UNION REPRESENTATION ACTIVITY

5.1 Conducting Union Business

No Union member, officer, representative, or agent shall conduct any Union business during working hours, except as provided herein.

5.2 Adjusting Appeals

Upon prior notification to an appropriate Department Head or Elected Official by the Union, the County shall afford a recognized Union representative an opportunity to adjust appeals and attend interviews covered under this Agreement in *Article 8*. The presentation of appeals by a Union officer will be conducted without loss of pay if scheduled during working hours.

5.3 Union Expenses

Except as provided above or otherwise authorized by a supervisor, Union activities shall not result in cost to the County, as through the use of County vehicles, photocopiers, telephones, or on duty time.

5.4 Attendance at Negotiations

If negotiations sessions are held during regularly scheduled work hours of designated members of the bargaining team, not more than three (3) Union members may attend negotiation meetings without loss of pay while on duty. Attendance shall be subject to call to duty.

5.5 Notice of Union Officers

The Union shall inform the County in writing of the identity of Union officers, periodically and as necessary to keep the County informed of their identity. The County shall recognize only the Union officers so identified.

5.6 Copies of Labor Agreement

Upon request, the Union shall provide each employee in the bargaining unit with a copy of this Agreement and the county shall publish this Agreement on the Official Clallam County Website.

5.7 Employment List

Every January, the County shall furnish the Union a list of each employee covered by this contract, stating the following: date of hire, adjusted date of hire, and current salary.

5.8 Notice of Parties

Whenever this Agreement requires notice to the Union, the County shall email notice to the AFSCME Union staff representative and shall place a copy in the Local Union's intra-department mailbox. Notice to the County means written notice to the Director of Human Resources.

ARTICLE 6 - MANAGEMENT RIGHTS

Subject to the terms of this Agreement, it is understood and agreed that the County possesses the sole right to operate its organization, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of its exercise.

The parties recognize the County's right to properly determine that employees are employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that professional and management employees routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the County may determine.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

1. To determine the services to be rendered to the citizens of the County.
2. To direct and supervise all operations, functions, and policies of the County, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions, and policies in the remainder of the County as may affect employees in the bargaining unit.
3. To manage and direct the work force, including, but not limited to, the right to determine the place to report for work; to evaluate performance; to determine

methods, processes and manner of performing work; the right to hire, promote, train and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to discipline an employee for sufficient cause in accordance with the Administrative Personnel Policies as determined by the County in the judgment and discretion of the Board of Commissioners, elected officials and department heads.

4. To determine the need for a reduction or an increase in the workforce and to implement any decision with regard thereto.
5. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, and appearance.
6. To implement new, and revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
7. To contract or subcontract work as may be determined by the County without further bargaining, where the work to be transferred from or to the bargaining unit is performed by a County employee or official whether or not a bargaining unit member. Provided, however, that the County will bargain on demand concerning the impacts of a subcontracting decision which results in the loss of a job by an existing bargaining unit member.
8. To assign regular hours of work and work locations, and to flex such regular hours to meet public service needs.
9. To designate and assign work duties and modify them periodically.
10. To introduce new duties within the unit.
11. To determine the need for and the qualifications of new employees and promotions.
12. To maintain and revise periodically the Clallam County Administrative Personnel Policies without bargaining over any change except as provided for expressly in Article 15.

The County and the Union agree that the above statement of management rights is for illustrative purposes and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer. Furthermore, the above statement of management rights is not intended to usurp or supersede any article of this contract.

Except as restricted by Articles 10.1, all matters not specifically treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy and procedures as the County may determine and revise periodically. This Article does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the Director of Human Resources.

ARTICLE 7 – HOURS AND ACCOUNTABILITY PROCEDURES

7.1 Program and Service Accountability

FLSA salaried exempt employees are responsible to perform their work functions without regard to a set number of hours in a workday or workweek. Work schedules are based on the responsibilities of each salaried employee and the demands of the position which may fluctuate based on staffing, project demands, supervisory demands and workflow, and County/program priorities. herefore, a salaried employees work schedule is necessarily flexible taking into account, for example, meetings, field work, peaks and lows in work volume and responsibility, and other duty requirements dictating work or permitting absences outside established office or courthouse hours including evenings, weekends, and holidays as well as partial days off as opportunities permit.

7.2 Flex Time for Salaried Exempt

Employees in the bargaining unit are FLSA salaried and exempt. Employees may flex time off with department head approval. Flex time procedures are in addition to the discretion of salaried employees with regard to work responsibilities and hours of work flexibility consistent with salary basis employment and recordkeeping requirements.

7.3 Job Performance and Misconduct

As professional and management employees, the expectations and standards for job performance, loyalty, and dedication to the County, and for discipline are qualitatively and quantitatively different than those for subordinate, rank and file county workers. Members of the bargaining unit serve in leadership positions of considerable responsibility and act with indirect supervision and authority on behalf of the County. By virtue of these factors, traditional concepts of discipline and good cause are less applicable than fairness and forewarning of expectations and consequences. In instances where performance issues arise, the County will express expectations and consequences which the County may tailor to insure effective public service when employees fail to meet expectations, in an appropriate fashion to provide direction and forewarning about performance issues. Where misconduct is involved, discipline will be imposed in accordance with the relative rights, duties and procedures described in the Administrative Personnel Policies.

7.4 Pre-disciplinary Meetings

In any pre-disciplinary meeting between the employee and the employer about matters which may result in discipline of suspension, demotion and/or termination, the employee shall have the

right to the presence of a Union representative; provided, however, that any Union representative selected must be capable of responding and attending within a reasonable period of time.

ARTICLE 8 - APPEALS

8.1 Policy

It is the policy of the County to encourage open and frank communications between its employees, supervisors, and managers regarding employment concerns, and to seek resolution of such concerns on a direct, person-to-person basis, without the need for involving other employees or outsiders. By approaching employment problems and concerns in a positive way rather than as adversaries, such matters should normally be readily resolved between the employee and the employee's supervisor. However, in the event an employee believes the County has violated a term of this Agreement and, after reviewing the matter with the employee's supervisor, is unable to informally resolve that issue, the following formalized procedure shall be available to the employee to allow an appeal to be progressively considered as fairly and rapidly as possible.

8.2 Appeal Procedure

An appeal is a dispute regarding the application, meaning or interpretation of a particular clause of the Agreement or regarding an alleged violation of this Agreement.

At each step of the procedure set forth below, the appeal shall set forth, in writing, the nature of the appeal and the circumstances out of which it arose, the date of the occurrence of the alleged violation, the section or sections of the Agreement relied upon and/or claimed to have been violated and the remedy or correction sought.

Step 1: After having reviewed the matter verbally with the employee's Department Head, if the employee believes a formal appeal is necessary, then the employee shall file a written statement of the appeal with the employee's Department Head within twenty-one (21) calendar days from the occurrence or from when the employee reasonably should have had knowledge thereof. The Department Head shall respond to the appeal no later than five (5) workdays after the appeal is received.

Step 2: If the appeal remains unresolved the appeal shall within seven (7) workdays be submitted in writing to the Board of County Commissioners for consideration as an appeal of disciplinary action. Proceedings before the Board shall be conducted in accordance with the Administrative Personnel Policies. If the appeal concerns a non-disciplinary matter, it shall be directed to the Director of Human Resources for a decision.

Step 3: Arbitration. If the appeal remains unresolved ten (10) working days after the Board of County Commissioners issues its decision of a disciplinary appeal or of the Director of Human Resources in non-disciplinary appeals, the Union may submit the matter to an arbitrator within ten (10) calendar days thereafter in the following manner:

- A. A list of thirteen (13) Washington and Oregon arbitrators referred by the Public Employment Relations Commission shall be requested, and the parties shall alternately strike from the list until only one is left. The moving party shall strike the first name. The selection process shall be completed within five (5) calendar days from receipt of the list if possible.
- B. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of the Agreement or the Clallam County Administrative Personnel Policies. The arbitrator shall be limited to consideration of whether the decision by the Board of County Commissioners or the Director of Human Resources was arbitrary and capricious, or incorrect under the terms of the Collective Bargaining Agreement or the County's Administrative Personnel Policies. An "arbitrary" or "capricious" action means willful and unreasoning action, without consideration of facts or circumstances. Where there is room for two opinions, action is not arbitrary or capricious when exercised honestly and upon due consideration, even though it may be believed that an erroneous conclusion has been reached. An "incorrect decision" is one not supported by evidence in the record.
- C. The cost of the arbitrator shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration. Days as used in this Article shall mean Monday through Friday, normal business days. Any or all time limits specified in the appeal procedure may be waived by mutual consent of the parties. An appeal may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved. An appeal will be considered to have been presented or forwarded within the time limits so long as the mailing of such action was within the time limits specified.

8.3 Time Limits

If the County does not respond to an appeal within the specified time limit for the step, the appeal shall be deemed denied and may be appealed to the next step consistent with the applicable time limit. If an appeal is not presented or appealed to the next step within the specified time limit, it shall be considered waived. The time limit at any step may be extended by mutual agreement of the County and the employee or the Union.

8.4 Alternate Mediation

By mutual agreement in writing and within seven (7) workdays of receipt of the response at Step 2, the parties may attempt to resolve the appeal through the use of a mutually acceptable mediator. Such mutual agreement shall suspend the timelines until such time as mediation can be completed. At any time during this process, either party may, by written notification, terminate the mediation process. If mediation is terminated, the appealing party has seven (7) workdays to

submit the appeal to the Board of County Commissioners according to Step 3 of the appeal procedure.

8.5 Construction and Binding Effect

“Department Head” shall be construed to include elected officials who, under the Clallam County Charter, are subject to the County’s Administrative Personnel Policies and the related County Ordinance.

ARTICLE 9 - STRIKES AND LOCKOUTS PROHIBITED

9.1 Prohibited Conduct

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty, or initiate, cause, permit, participate, or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location. The County may deem prohibited conduct described in this paragraph as a voluntary quit and separate the employee from employment by personnel action and without due process, subject only to an appeal under Clallam County’s Administrative Personnel Policies. Such disciplinary action may be undertaken at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. Exercise of any such rights by an off-duty employee shall be in the employee’s individual capacity.

9.2 Lockout

The employer agrees not to lockout any individual during the term of this Agreement for any reason except for purposes of discipline, which shall then be subject to *Article 8, Appeals*.

ARTICLE 10 - BENEFITS

10.1 Benefits

Employees shall be afforded the non-salary benefit package as established and revised periodically by Clallam County as the standard benefit package for all of its non-represented employees, related to holidays, vacation, sick leave, medical leave, retirement, medical and health insurance, and other insurance and wellness plans. However, if a benefit described in this Article 10.1 is reduced below the level in effect on the date this Agreement is ratified, the County will bargain concerning the change as required by law.

10.2 Earned Leaves

Vacation, sick leave and other leaves of absence provided for by law and County policy shall be granted in accordance therewith. Employees may cash out vacation as allowed under County policy with the 457 plan as an option consistent with IRS rules. Employees may carry over up to sixty (60) days of vacation from year to year; however, in no event may an employee receive

more than fifty (50) vacations days in pay in the event the County is obligated to pay in cash for any portion of the earned leave balance.

10.2.1 Sick Leave Cashout

In lieu of County sick leave cashout policies, the following shall apply to bargaining unit employees:

1. In the event an employee leaves employment with fifteen (15) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to fifteen percent (15%) of the value of the employee's sick leave balance.
2. In the event an employee leaves County employment with twenty (20) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to twenty percent (20%) of the value of the employee's sick leave balance.
3. In the event an employee retires with twenty-five (25) or more years of service, the County will contribute to the employee's VEBA account, an amount computed based on the employee's current base wage equal to twenty-five percent (25%) of the value of the employee's sick leave balance.

10.3 Health and Welfare Coverage

During the life of this Agreement, the County will provide Health Care Insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.

- Effective January 1, 2024, the County will pay up to one thousand two hundred eighty-five dollars (\$1285.00) toward the cost of insurance and the employee shall pay the difference by payroll deduction.
- Effective January 01, 2025, the County shall pay up to one thousand three hundred thirty-five dollars (\$1,335.00) monthly toward the medical, dental, vision, life, AD&D, time loss, dependent life, and/or disability waiver premium costs for benefits elected by the bargaining unit. Premium costs above this amount shall be paid by the employee by way of payroll deduction. This reflects a \$50 increase of the county's current medical contribution.

- Effective January 1, 2026, the County shall increase its monthly contribution by \$50 to one thousand three hundred eighty-five dollars (\$1,385.00).
- The County shall contribute \$25 monthly to an HRA VEBA.

The bargaining unit has elected:

Teamster Medical Plan Z

Teamster Dental Plan A

Teamster Vision Plan EXT

Both parties reserve the right to reopen this Article 10.3 concerning the cost of insurance benefits, plan design, and the employee and County share of the cost of insurance benefits. If reopened, the parties will schedule bargaining during the months of November and December or in a timely manner. Bargaining will occur between the County and AFSCME 1619-MP. The parties shall exchange proposals and data in advance and shall not be required to meet for more than one day of bargaining. The result of negotiations will be either an agreement reached by the parties in bargaining, or the agreement reflected in this article with respect to costs.

10.4 Retirement

The County shall provide the employees with whatever employee retirement benefits are required to be made by statute. The disposition of any future reductions in the employer's contribution to the PERS Retirement System will be subject to negotiations prior to the effective date of said reduction.

10.5 Education Program

Upon satisfactory completion of a job-related educational course when the employee who desires to take the course has prior written approval from the Department Head or Elected Official, the County shall reimburse for tuition fees for the program, subject to the availability of budgeted funds. The County may agree to compensate reasonable expenses incurred, including but not necessarily limited to textbooks required for such courses.

The County shall pay for a professional certification or license that is required by law, regulation, or a new job requirement, which license, or certification is identified in the employee's current job classification.

10.6 Holidays

Employees shall receive the fixed and floating holidays provided for in the County's Administrative Personnel Policies.

10.7 Length of Service Contribution

To recognize continuous length of service with the County (defined as length of service with the County without a break in service of one hundred eighty (180) consecutive days or more), the County shall provide an additional monthly medical contribution on behalf of each eligible regular full-time employee (minimum thirty-seven and one-half (37.5) hours per week) based on length of service at the rate below. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have this benefit suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

- Anniversary date beginning the 10th year of service with Clallam County – Sixty-five dollars (\$65.00) per month
- Anniversary date beginning 15th year of service with Clallam County – One hundred dollars (\$100.00) per month
- Anniversary date beginning 20th year of service – One hundred thirty-five dollars (\$135.00) per month
- Anniversary date beginning 25th year of service with Clallam County – One hundred seventy dollars (\$170.00) per month
- Anniversary date beginning 30th year of service with Clallam County – Two hundred five dollars (\$205.00) per month

** This benefit does not stack

10.8 COVID-19 Vaccine Benefit

Each full-time employee (defined as thirty-seven and one-half (37.5) hours/week) who presents proof of completed COVID-19 vaccination treatment to the Human Resources Department (through presentation of a vaccine record from an accredited state agency or health care provider) shall receive sixteen (16) hours of floating holidays in the calendar year in which the employee completed vaccine treatment. This is a one-time benefit and shall have no cash-out value nor shall there be carryover of unused hours into the next calendar year.

ARTICLE 11 - COMPENSATION

11.1 Wages

As of July 1, 2024, employees shall be paid at the appropriate range and step of the Salary Plan attached as Appendix B, which represents the wage established for FLSA salaried and exempt County employees not represented through collective bargaining. The Appendix B schedule has been computed to reflect a three percent (3%) Cost of Living Adjustment (COLA) to the January 01, 2024, wage scale. The new July 1, 2024, wage scale shall be adjusted progressively as follows to reflect yearly COLA's:

- January 1, 2025, one- and one-half percent (1.5%) Cost of Living Adjustment
- July 1, 2025, one- and one-half percent (1.5%) Cost of Living Adjustment
- January 1, 2026, one- and one-half percent (1.5%) Cost of Living Adjustment
- July 1, 2026, one- and one-half percent (1.5%) Cost of Living Adjustment

The base salary provided for in this Article shall not be reduced during the term of this Agreement, provided however that if grant funding is reduced, the salary of bargaining unit employees whose position(s) are funded by the grant may be reduced as a partial layoff as necessary to maintain the grant funded program within revenues provided by the grantor. The hours of an employee so affected shall be reduced accordingly. (footnote remains in contract)

As a result of a 2018 salary study on Parks, Fair & Facilities that was not fully implemented the following shall occur:

The following 1619-MP members/positions shall be moved from a Range 56 to a Range 57 at the same step currently held:

Fair Manager – Shari Ioffrida
 Park Manager – Arick Girard
 Park Manager – John Graham

The following 1619-MP members/positions shall be moved from a Range 64 to a Range 65 at the same step currently held:

Administrative Operations Manager – Cynthia Hanson
 Administrative Operations Manager – Mary Peterson
 Court Operations Supervisor – Morgann Halencak
 ER&R Manager – Brian Wahlsten
 Facilities Maintenance Supervisor – Stoney Hutto
 Juvenile Corrections Manager – Jeffrey Gowdy
 Juvenile Services Court Services Manager – Kimberly Burns
 Maintenance Supervisor – Bradley Archibald
 Maintenance Supervisor – Justin McGinley
 Maintenance Supervisor – Ricky Nichols
 Senior Accountant – Lisa Liljedahl-Partridge

11.2 Step Placement

The County shall implement the following step administration plan for those positions and salaries enumerated in the schedule attached. Department heads and elected officials may hold employees accountable for meeting written performance expectations set forth in job descriptions, evaluation and goal setting process and planning meetings or documents, and other clearly communicated written statements of expectation.

1. Step increases shall be based solely upon performance and shall not be granted unless supported by satisfactory employee evaluations. Evaluations of employees shall be conducted at least annually and shall be used as a factor in justifying annual step increases.
2. An employee shall be eligible for a step increase to be effective on the first day of the month following the twelve (12) month anniversary except when the anniversary falls on the first day of the month in which case the step increase shall be effective on that day.

11.3 Section 401(a) Plan Match

The County shall match into a 401(a) plan elected by the employee an amount up to two percent (2%) of base salary provided the employee contributes a like amount into an IRC 457 or participates in the 401(a) match and save plan.

11.4 Out of Class Assignments

The County will follow the County's Administrative Personnel Policies with respect to terms and conditions of employment not addressed in this Agreement.

11.5 Payroll Recordkeeping

Employees will make entries and report activity using the County intra-net Employee Time Sheet (Activity Log) or other department specific system of records in accordance with County established policies. (Refer to County Administrative Manual section 220.50.1). [As an illustration, REGULAR means hours actually worked; VACATION, SICK, HOLIDAY, FLOATING HOLIDAY, and FLEX means hours not worked and taken as the noted form of paid time off; whenever a number of hours fewer than eight (8) is reflected as REGULAR, there shall be no reduction in pay nor reduction in the employee's earned leave balance for any day on which any regular hours are worked or for those days where hours are flexed off with department head approval as described in Article 7.2 of this Agreement.]

ARTICLE 12 - LAYOFF/RECALL AND SEVERANCE

Written notice of a pending layoff shall be given to any regular full-time or part-time bargaining unit employee at least thirty (30) calendar days in advance of the effective date. Probationary employees may be laid off without prior notice. In the event the County lays off a bargaining unit employee in accordance with the Administrative Personnel Policies such employee laid off shall be provided notice as required by this Article, and shall be afforded the option to elect either (1) recall rights to the former position for twenty-four (24) months, or in the alternative, (2) a severance payment as a reimbursement of healthcare premiums paid by the laid off employee under COBRA or otherwise in an amount equal to the full cost of the medical plan only for six (6) months (that is, no payment shall be made for dental, vision, or any other insurance premium by the County) which shall be paid as a documented reimbursement (and therefore not subject to income taxes and withholdings) or paid up-front as part of the final pay check in lump sum which shall be subject to appropriate withholdings, and in addition to any compensation

associated with the thirty (30) day layoff notice period and medical payments provided for in this Article, the laid off employee shall receive three (3) months base salary in a lump sum payment.

ARTICLE 13 - FUTURE NEGOTIATIONS

Negotiations on proposed amendments to this Agreement may be initiated at any time concerning such subjects as are mutually agreed by the County and the Union.

ARTICLE 14 - COUNTY'S POLICIES AND PROCEDURES

14.1 Application of County Policies Regarding Employment Issues

The parties shall apply the County's Administrative Personnel Policies to resolve any matter not covered by this Agreement. Any change in these policies and procedures will be provided to the bargaining representative, in writing, prior to implementation.

14.2 Reclassifications

The parties recognize that Washington law requires bargaining concerning wages where material and substantial changes are made which increase the duties and responsibilities of a position and alter the character of the job and agree to cooperate and coordinate the bargaining and reclassification process as appropriate.

14.3 Bargaining Over Changes in County Administrative Personnel Policies

In the event the County proposes a change in the Administrative Personnel Policies which changes a mandatory subject of bargaining, the County shall notify the bargaining unit and provide notice of the proposed change. If the Union demands to bargain over a change which constitutes a mandatory subject of bargaining within fifteen (15) days of notice from the County, the parties shall bargain, which duty to bargain shall not extend beyond impasse.

ARTICLE 15 - SEVERABILITY AND SUPERIORITY

In the event that any portion of this Agreement is ruled invalid, the remainder of the Agreement or its application to any other party, person, or circumstances shall not be affected. If any portion is ruled invalid, the Union and the County shall meet and expeditiously proceed to negotiate a replacement provision.

ARTICLE 16 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions, and terms affecting unit employees in their employment relationship with the County shall be governed by Article 6 (Management Rights). The County and the Union for the life of

this Agreement each unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter that may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

Date Signed
by Union: _____

Date signed
by County: _____

THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
LOCAL 1619-MP

CLALLAM COUNTY
BOARD OF COMMISSIONERS

Mary Peterson, Local President

Mike French, Chair

Tim Binschus, AFSCME Representative

Randy Johnson

Mark Ozias

APPROVED AS TO FORM:

ATTEST:

Matt Lynch, Employment Counsel

Loni Gores
Clerk of the Board

APPENDIX A - BARGAINING UNIT POSITIONS

FLSA EXEMPT UPDATE

CLASSIFICATION	RANGE
Accountant	60
Administrative Operations Manager	65
Appraiser V – Chief Appraiser/Statistician	68
Building Official	68
Court Operations Supervisor	65
Database Analyst	70
Deputy Coroner Medicolegal Death Investigative Manager	66
Elections Manager	62
Engineer II (PE)	71
Environmental Health Manager	72
Equipment Rental & Revolving Division Manager	65
Facilities Maintenance Supervisor	65
Fair Manager	57
Food Service/Laundry Supervisor	60
GIS Manager	66
Habitat Biologist Manager	66
Jail Nurse Manager	84
Juvenile Services Court Services Manager	65
Juvenile Corrections Manager	65
Maintenance Supervisor	65
Mental Health Case Manager	63
Mental Health Court Manager	66
Network Services Manager	70
Noxious Weed Coordinator	60
Public Health Nurse Manager	72
Park Manager	57
Principal Planner	68
Public Works Project Coordinator	68
Senior Accountant	65
Transportation Program Manager	68
Utilities Program Manager	68

APPENDIX B – WAGE SCALE

PLACEHOLDER FOR NEW WAGE SCALE 2024-2026



2d
JUL 02 2024

AGENDA ITEM SUMMARY

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

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 7/1/2024**

REGULAR AGENDA ☒ **Meeting Date: 7/2/2024**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # <u>461.24.02</u> |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

In accordance with Collective Bargaining protocols and the upcoming expiration of the Deputy Prosecuting Attorney collective bargaining agreement on 6/30/2024, staff has successfully completed negotiations with the Deputy Prosecutors Association bargaining unit. A new bargaining agreement has been ratified commencing July 1, 2024, and expiring on December 31, 2026.

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?** ☐
To be discussed and presented at worksession.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the ratified proposed collective bargaining agreement as negotiated and presented.

County Official signature & print name: Tom Reyes Tom Reyes

Name of Employee/Stakeholder attending meeting: Tom Reyes, Mark Lane

Relevant Departments: Human Resources, Finance, Prosecutors Office

Date submitted: 6/26/24

* 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)

461.24.02

AGREEMENT BETWEEN
CLALLAM COUNTY, WASHINGTON
AND
THE CLALLAM COUNTY PROSECUTING ATTORNEY
AND
THE CLALLAM COUNTY PROSECUTORS' ASSOCIATION

FOR THE PERIOD
July 01, 2024, through December 31, 2026

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PREAMBLE

The parties to this agreement are the Prosecuting Attorney for Clallam County, Clallam County (a political subdivision of the State of Washington, hereinafter “County” or “Employer”) and The Clallam County Prosecutors’ Association (hereinafter “Association”).

This Agreement sets forth certain matters related to the working conditions and compensation of deputy prosecuting attorneys. The terms of this Agreement are subject to the authority vested in, and limitations upon, the Board of Commissioners and Prosecuting Attorney by the Constitution and laws of the State of Washington and the County Charter.

With the understanding set forth in this Preamble, which is contractual, and in furtherance of the goals of positive employer/employee relations, IT IS AGREED:

ARTICLE 1: RECOGNITION

The County and the Prosecuting Attorney recognize the Association as the sole and exclusive representative of employees in the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, and Senior Deputy Prosecutor for the purpose of establishing wages and benefits under Washington’s applicable public sector collective bargaining laws. All covered classifications are hereinafter referred to as “Deputy Prosecuting Attorney” and “employee”.

ARTICLE 2: ASSOCIATION SECURITY

2.1 Membership.

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Association, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership, and any such employee shall be entitled to withdraw from membership in this Association by giving written notice to the Association and the Clallam Director of Human Resources and Risk Management. The rights of non-association of employees are hereby guaranteed.

Regardless of an employee’s individual choice, with respect to membership or affiliation, the Association shall be the exclusive representative of the employee for all matters concerning employment.

2.2 New Employees.

The County agrees to furnish each new employee in the bargaining unit with a

copy of the collective bargaining agreement at the commencement of employment as part of the orientation process at no cost to the employee or the Association.

ARTICLE 3: MANAGEMENT RIGHTS

The Association recognizes that the Prosecuting Attorney is an elected, constitutional officer of the State of Washington; and recognizes the prerogatives of the Prosecuting Attorney to operate and manage the affairs of the Office of the Prosecuting Attorney in all respects in accordance with the laws of the State of Washington, applicable law and County policies, and the responsibilities and accountabilities of the Office, except as otherwise specifically limited by the expressed terms of this agreement.

The Prosecuting Attorney retains all the customary, usual and exclusive rights, decision-making authority, prerogatives and functions connected with or in any way incidental to the Prosecuting Attorney's responsibility and right to manage the affairs of the Prosecuting Attorney's Office consistent with the terms of this Agreement. The County and the Prosecuting Attorney shall have no obligation to bargain with the Association with respect to the exercise of management rights and the exercise of discretion and decision-making with regard thereto.

The parties recognize the County and the Prosecuting Attorney's right to properly determine that Deputy Prosecuting Attorneys are licensed professionals employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy Prosecuting Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the Prosecuting Attorney may determine, and consistent with the ethical obligations of lawyers. Deputy Prosecuting Attorneys serve in an attorney-client relationship with Clallam County and/or the State of Washington, serve as "at-will" employees at the pleasure of the Prosecuting Attorney, act for and in the place of the elected Prosecuting Attorney, and are deemed essential personnel in the application of Clallam County operational and administrative policies.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Prosecuting Attorney and/or the County, as the case may be, shall include the following:

- A. To determine the services to be rendered to the citizens of the County and in Court.
- B. To determine and to follow the County's and the State of Washington's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations, functions and policies of the Prosecuting Attorney's Office, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect employees in the bargaining unit.

- D. To manage and direct the work force, including, but not limited to, the right to determine the place and time to report for work; to determine methods, processes and manner of performing work; the right to introduce new duties within the unit; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to demote or terminate the employment of an employee for good and sufficient cause as determined by the Prosecuting Attorney in the Prosecuting Attorney's judgment and discretion.
- E. To determine the need for a reduction or an increase in the workforce and to implement any decision with regard thereto.
- F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.
- G. To implement new, revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- H. To contract or subcontract work as may be determined appropriate by the Prosecuting Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting Prosecuting Attorney, or an Assistant Attorney General.
- I. To determine the need for and the qualifications of new employees and promotions.

The subjects covered by the terms of this Agreement and any subject which was or might have been raised in bargaining are closed to further bargaining for the term hereof.

ARTICLE 4: BENEFITS

4.1 Health Insurance.

During the life of this Agreement, employees shall be eligible for benefits under this Article 4 during the month following any month in which the sum of the employee's hours worked, paid time off and authorized time off is eighty (80) hours or more, and coverage commences the first month following the first payroll deduction of the employee paid amount of premium and for which eligibility is established by this Agreement and the Washington Teamsters Welfare Trust (WTWT) subscription agreement. The insurance benefits selected by the Association are:

- A. Teamsters Health Plan B
- B. Dental Plan B
- C. Teamsters Vision Plan EXT

Effective July 01, 2024, the amount of the County paid insurance premium cap shall be reset to \$1,310.

Effective January 01, 2025, the amount of the County paid insurance premium cap described in this Article shall increase fifty dollars (\$50.00) to a total County contribution of one thousand two hundred and sixty dollars (\$1,360.00) per month.

Effective January 01, 2026, the amount of the County paid insurance premium cap described in this Article shall increase an additional fifty dollars (\$50.00), to a total County contribution of one thousand three hundred and ten dollars (\$1,410.00) per month. The bargaining unit can select plans and benefits from among those made available by the trust subject to applicable insurance plan and benefits trust restrictions, if any, and the employee premium amount will be adjusted accordingly.

4.2 Deferred Compensation.

The County shall continue to make the 401(a) deferred compensation contribution (currently 2% paid by the County with no match required from the employee; plus, any payroll deduction made per the employee's one time election), which is in addition to rights to defer compensation into the section 457(b) plan available to County employees, as provided for by the plan documents.

4.3 Other Insurance.

The County makes available to employees Long Term Disability, Life Insurance & ADD (\$50,000 benefit) with individually rated premiums for LTD, and an election must be made to enroll by the bargaining unit as a whole. As of the date of this Agreement, the bargaining unit has elected not to enroll in these insurance protections. In the event the bargaining unit elects to enroll in the Group Sun Life (or successor benefit provider) life, AD&D and LTD benefit plans it must do so in compliance with the trust rules and terms of benefit plan documents. In such event the enrollment shall occur without further bargaining during the term of this Agreement, the County cap will be increased ten dollars (\$10) as the County's uniform contribution for life insurance coverage, and each employee's premium share will be adjusted to include the full cost of LTD coverage and the balance of premium due for other Sun Life (or successor benefit provider) insurance benefits.

4.4 Health Reimbursement Account.

The County shall contribute monthly to an HRA VEBA account for the benefit of each employee two hundred fifty dollars (\$250.00), which shall be deemed a component of total compensation. The County HRA plan document shall be owned by the employee. The amounts paid by the County to an employee's HRA described in this Article 4.4 shall be in addition to any other amount described in a separate article and section of this Agreement.

4.5 Other Benefits.

Employees shall be afforded holiday, vacation and sick leave as established by County policy as established and revised periodically by the County for non-represented, exempt employees. If a benefit is reduced below the level in effect on the date this Agreement is ratified, the County must bargain concerning the impacts of the change.

ARTICLE 5: WAGES AND HOURS

5.1 Hours of Work.

Employees shall be compensated as salaried, professional employees who determine their hours of work outside of the regular hours when the Prosecuting Attorney's Office is open to the public and do so based on professional requirements and responsibilities dictated by caseload and their professional responsibilities with regard thereto.

5.2 Salary, Merit, and Cost of Living Adjustments.

Effective January 1, 2019, the Deputy Prosecuting Attorneys' salaries shall no longer be connected to a percentage of the Prosecuting Attorney's salary. Starting July 1, 2024, salaries shall now be set in accordance with the following pay scale, which includes a three percent (3%) Cost of Living Adjustment. Two (2) promotional positions titled Senior DPA are included in the salary scale (Note – these two new Senior DPA promotional positions do not allow for back filling of positions promoted from and are subject to the language in the Senior DPA job description). The pay scale as of July 1, 2024, is as follows:

Senior Deputy Prosecutor - Range 83, Step 7 (entry) - \$11,293.10
Deputy Prosecutor Step 9 – Range 78, Step 9 - \$10,486.75
Deputy Prosecutor Step 8 – Range 78, Step 7 - \$9,981.44
Deputy Prosecutor Step 7 – Range 78, Step 5 - \$9,500.47
Deputy Prosecutor Step 6 – Range 78, Step 3 - \$9,042.70
Deputy Prosecutor Step 5 - Range 71, Step 8 - \$8,606.98
Deputy Prosecutor Step 4 - Range 71, Step 6 - \$8,192.24
Deputy Prosecutor Step 3 - Range 71, Step 4 - \$7,797.50
Deputy Prosecutor Step 2 - Range 63, Step 9 - \$7,240.76
Deputy Prosecutor Step 1 - Range 63, Step 7 - \$6,891.85

- Effective January 1, 2025, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).
- Effective July 1, 2025, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

- Effective January 1, 2026, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).
- Effective July 1, 2026, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).
- Salary step placement for Deputy Prosecutor classification is as follows:

Deputy Prosecutor I	Steps 1, 2 or 3
Deputy Prosecutor II	Steps 3, 4, 5 or 6
Deputy Prosecutor III	Steps 6, 7, 8 or 9
Senior Deputy Prosecutor	Steps 7, 8 and 9

The Prosecuting Attorney may fix and adjust any Deputy Prosecuting Attorney's salary within the steps authorized for the classification based on merit. A Deputy Prosecuting Attorney shall not be advanced in pay by more than one-step designated in this Article for the Deputy's classification within any twelve (12) month period unless written concurrence of the Director of Human Resources and the Board of Commissioners is obtained. This Agreement shall not restrict the ability of the Prosecuting Attorney to promote and demote Deputy Prosecutor's among the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, Senior Deputy Prosecutor and Chief Criminal/Civil Deputy Prosecutor.

The parties recognize the amount of monthly salary paid in consideration of work performed by Deputy Prosecuting Attorneys constitutes a mandatory subject of bargaining that cannot be reduced without bargaining. The parties intend that the Prosecuting Attorney will administer this Article in a manner that is within the Clallam County Budget, or the budget as amended by the Board in accordance with applicable law, and this Article shall not be construed otherwise.

5.3 Market Adjustment Lift

Effective July 01, 2024, the County shall provide an additional monthly salary market adjustment lift on behalf of each eligible regular full-time (minimum 37.5 hours per week) employee (excluding Senior Deputy Prosecutor) based on length of service at the rates below.

- Completion of 10 years (effective on anniversary date beginning 11th year of service) - \$450/month
- Completion of 15 years (effective on anniversary date beginning 16th year of service) - \$850/month
- Completion of 20+ years (effective on anniversary date beginning 21st year of service) - \$1,000/month

Effective July 01, 2024, the County shall provide an additional monthly salary

market adjustment lift on behalf of each eligible regular full-time (minimum 37.5 hours per week) Senior Deputy Prosecutor employee based on length of service at the rate below.

- Completion of 10+ years (effective on anniversary date beginning 11th year of service) - \$450/month

Effective January 1, 2025, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

Effective July 1, 2025, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

Effective January 1, 2026, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

Effective July 1, 2026, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

5.4 Length of Service Medical Contribution

Effective July 01, 2024, to recognize continuous length of service with the County, the County shall also provide an additional monthly medical premium contribution on behalf of each eligible regular full-time (minimum 37.5 hours per week) employee based on length of service at the rates below. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have this benefit suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

- Completion of 9 years (anniversary date beginning 10th year of service) - \$65/month
- Completion of 14 years (anniversary date beginning 15th year of service) - \$100/month
- Completion of 19 years (anniversary date beginning 20th year of service) – \$135/month
- Completion of 25 years (anniversary date beginning 25th year of service) – \$170/month
- Completion of 30+ years (anniversary date beginning 30th year of service) – \$205/month

ARTICLE 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The parties desire to provide a measure of economic security consistent with the “at will” status of bargaining unit members whose continued employment is subject to the discretion and preferences of the elected Prosecuting Attorney whose decisions may be based on factors unrelated in any way to the merit and job performance of a

particular attorney. Except as otherwise provided in this Agreement and excluding any County policy inconsistent with the Preamble, Article 1, and Article 3 of this Agreement, conditions of employment as specified in the County's personnel policies shall apply to employees of the bargaining unit. Nothing in this Agreement is intended to reduce the rights of employees established by the constitution and laws of the United States and the State of Washington, and the Charter and Ordinances of Clallam County except as explicitly stated herein.

In the event a Deputy Prosecuting Attorney's County employment terminates as defined in this Article, the County shall offer the employee a severance agreement including a broad release of liability in a form acceptable to the County, which shall include at a minimum the following consideration:

- A. The cash value of three (3) months' salary based on the employee's salary rate in effect on the last day of employment.
- B. The employee shall be eligible to seek reimbursement of health insurance premium expenses incurred by the employee for post-County employment health insurance coverage whether under COBRA or otherwise, for up to three (3) months of coverage at a cost which shall not exceed three times the amount which the County contributes to medical, dental and vision coverage premiums at the date of job separation. Upon receipt of evidence that the premium costs were incurred and paid, the County will reimburse the employee on a non-taxable and non-reportable basis as authorized under the laws in effect in 2022. "Terminates" as this term is used in this Article to define severance entitlement will be found and results solely from the Prosecuting Attorney's exercise of "at will" discretion to end the attorney's employment under circumstances not supported by documentation of reasonable cause, which documentation demonstrates deficiencies in job performance, conduct and/or attendance.

ARTICLE 7: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the Prosecuting Attorney shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either

party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

ARTICLE 8: SAVINGS CLAUSE

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 9: TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July 2024 following ratification by the parties unless otherwise provided herein and shall remain in full force and effect until the 31st day of December 2026.

Either party may reopen the Agreement by providing the other with written notice of a desire to open the Agreement no later than sixty (60) days prior to January 1, 2027, for the specific purpose of negotiating a change to Teamsters Medical Plan B, referenced in Article 4.1.A, provided such change is allowed under the Teamsters Welfare Trust rules. All other components of Article 4.1: Health Insurance shall remain unchanged.

During the term of this Agreement the parties may reopen economic terms established by this Agreement if adjustments are appropriate in order to maintain competitiveness necessary to attract and retain qualified career prosecutors.

Executed by the parties on the dates set forth below, to be effective on and after July 1, 2024.

CLALLAM COUNTY PROSECUTING
ATTORNEYS' ASSOCIATION

By: _____
Association Representative
Dated: _____

CLALLAM COUNTY PROSECUTING
ATTORNEY

By: _____
Mark Nichols, Prosecuting Attorney
Dated: _____

CLALLAM COUNTY BOARD OF
COMMISSIONERS

By: _____
Mike French, Chair

By: _____
Randy Johnson

By: _____
Mark Ozias

APPROVED AS TO FORM:

ATTEST:

By: _____
Matthew W. Lynch, Special Counsel
for Labor & Employment

By: _____
Loni Gores
Clerk of the Board

Updated
Document

Document was submitted after the
agenda and packet were posted on

6/28/24
Item 3+2d

461.24.02

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The County shall continue to make the 401(a) deferred compensation contribution (currently 2% paid by the County with no match required from the employee; plus, any payroll deduction made per the employee's one time election), which is in addition to rights to defer compensation into the section 457(b) plan available to County employees, as provided for by the plan documents.

4.3 Other Insurance.

The County makes available to employees Long Term Disability, Life Insurance & ADD (\$50,000 benefit) with individually rated premiums for LTD, and an election must be made to enroll by the bargaining unit as a whole. As of the date of this Agreement, the bargaining unit has elected not to enroll in these insurance protections. In the event the bargaining unit elects to enroll in the Group Sun Life (or successor benefit provider) life, AD&D and LTD benefit plans it must do so in compliance with the trust rules and terms of benefit plan documents. In such event the enrollment shall occur without further bargaining during the term of this Agreement, the County cap will be increased ten dollars (\$10) as the County's uniform contribution for life insurance coverage, and each employee's premium share will be adjusted to include the full cost of LTD coverage and the balance of premium due for other Sun Life (or successor benefit provider) insurance benefits.

4.4 Health Reimbursement Account.

The County shall contribute monthly to an HRA VEBA account for the benefit of each employee two hundred fifty dollars (\$250.00), which shall be deemed a component of total compensation. The County HRA plan document shall be owned by the employee. The amounts paid by the County to an employee's HRA described in this Article 4.4 shall be in addition to any other amount described in a separate article and section of this Agreement.

4.5 Other Benefits.

Employees shall be afforded holiday, vacation and sick leave as established by County policy as established and revised periodically by the County for non-represented, exempt employees. If a benefit is reduced below the level in effect on the date this Agreement is ratified, the County must bargain concerning the impacts of the change.

ARTICLE 5: WAGES AND HOURS

5.1 Hours of Work.

Employees shall be compensated as salaried, professional employees who determine their hours of work outside of the regular hours when the Prosecuting Attorney's Office is open to the public and do so based on professional requirements and responsibilities dictated by caseload and their professional responsibilities with regard thereto.

5.2 Salary, Merit, and Cost of Living Adjustments.

Effective January 1, 2019, the Deputy Prosecuting Attorneys' salaries shall no longer be connected to a percentage of the Prosecuting Attorney's salary. Starting July 1, 2024, salaries shall now be set in accordance with the following pay scale, which includes a three percent (3%) Cost of Living Adjustment. Two (2) promotional positions titled Senior DPA are included in the salary scale (Note – these two new Senior DPA promotional positions do not allow for back filling of positions promoted from and are subject to the language in the Senior DPA job description). The pay scale as of July 1, 2024, is as follows:

Senior Deputy Prosecutor - Range 83, Step 7 (entry) - \$11,293.10
Deputy Prosecutor Step 9 – Range 78, Step 9 - \$10,486.75
Deputy Prosecutor Step 8 – Range 78, Step 7 - \$9,981.44
Deputy Prosecutor Step 7 – Range 78, Step 5 - \$9,500.47
Deputy Prosecutor Step 6 – Range 78, Step 3 - \$9,042.70
Deputy Prosecutor Step 5 - Range 71, Step 8 - \$8,606.98
Deputy Prosecutor Step 4 - Range 71, Step 6 - \$8,192.24
Deputy Prosecutor Step 3 - Range 71, Step 4 - \$7,797.50
Deputy Prosecutor Step 2 - Range 63, Step 9 - \$7,240.76
Deputy Prosecutor Step 1 - Range 63, Step 7 - \$6,891.85

- Effective January 1, 2025, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).
- Effective July 1, 2025, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

- Effective January 1, 2026, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).
- Effective July 1, 2026, an increase to the salary scale of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).
- Salary step placement for Deputy Prosecutor classification is as follows:

Deputy Prosecutor I	Steps 1, 2 or 3
Deputy Prosecutor II	Steps 3, 4, 5 or 6
Deputy Prosecutor III	Steps 6, 7, 8 or 9
Senior Deputy Prosecutor	Steps 7, 8 and 9

The Prosecuting Attorney may fix and adjust any Deputy Prosecuting Attorney's salary within the steps authorized for the classification based on merit. A Deputy Prosecuting Attorney shall not be advanced in pay by more than one-step designated in this Article for the Deputy's classification within any twelve (12) month period unless written concurrence of the Director of Human Resources and the Board of Commissioners is obtained. This Agreement shall not restrict the ability of the Prosecuting Attorney to promote and demote Deputy Prosecutor's among the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, Senior Deputy Prosecutor and Chief Criminal/Civil Deputy Prosecutor.

The parties recognize the amount of monthly salary paid in consideration of work performed by Deputy Prosecuting Attorneys constitutes a mandatory subject of bargaining that cannot be reduced without bargaining. The parties intend that the Prosecuting Attorney will administer this Article in a manner that is within the Clallam County Budget, or the budget as amended by the Board in accordance with applicable law, and this Article shall not be construed otherwise.

5.3 Market Adjustment Lift

Effective July 01, 2024, the County shall provide an additional monthly salary market adjustment lift on behalf of each eligible regular full-time (minimum 37.5 hours per week) employee (excluding Senior Deputy Prosecutor) based on length of service at the rates below.

- Completion of 10 years (effective on anniversary date beginning 11th year of service) - \$450/month
- Completion of 14 years (effective on anniversary date beginning 15th year of service) - \$850/month
- Completion of 19+ years (effective on anniversary date beginning 20th year of service) – \$1,000/month

Effective July 01, 2024, the County shall provide an additional monthly salary

market adjustment lift on behalf of each eligible regular full-time (minimum 37.5 hours per week) Senior Deputy Prosecutor employee based on length of service at the rate below.

- Completion of 10+ years (effective on anniversary date beginning 11th year of service) - \$450/month

Effective January 1, 2025, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

Effective July 1, 2025, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

Effective January 1, 2026, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

Effective July 1, 2026, an increase to the market adjustment lifts of one and one half percent (1.5%) shall be applied in the form of a Cost of Living Adjustment (COLA).

5.4 Length of Service Medical Contribution

Effective July 01, 2024, to recognize continuous length of service with the County, the County shall also provide an additional monthly medical premium contribution on behalf of each eligible regular full-time (minimum 37.5 hours per week) employee based on length of service at the rates below. Any eligible employee receiving an evaluation having an overall rating less than satisfactory/meets standards/meets expectations shall have this benefit suspended until such time as an overall satisfactory/meets standards/meets expectations (or higher) evaluation is received.

- Completion of 9 years (anniversary date beginning 10th year of service) - \$65/month
- Completion of 14 years (anniversary date beginning 15th year of service) - \$100/month
- Completion of 19 years (anniversary date beginning 20th year of service) – \$135/month
- Completion of 24 years (anniversary date beginning 25th year of service) – \$170/month
- Completion of 29+ years (anniversary date beginning 30th year of service) – \$205/month

ARTICLE 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The parties desire to provide a measure of economic security consistent with the “at will” status of bargaining unit members whose continued employment is subject to the discretion and preferences of the elected Prosecuting Attorney whose decisions may be based on factors unrelated in any way to the merit and job performance of a

particular attorney. Except as otherwise provided in this Agreement and excluding any County policy inconsistent with the Preamble, Article 1, and Article 3 of this Agreement, conditions of employment as specified in the County's personnel policies shall apply to employees of the bargaining unit. Nothing in this Agreement is intended to reduce the rights of employees established by the constitution and laws of the United States and the State of Washington, and the Charter and Ordinances of Clallam County except as explicitly stated herein.

In the event a Deputy Prosecuting Attorney's County employment terminates as defined in this Article, the County shall offer the employee a severance agreement including a broad release of liability in a form acceptable to the County, which shall include at a minimum the following consideration:

- A. The cash value of three (3) months' salary based on the employee's salary rate in effect on the last day of employment.
- B. The employee shall be eligible to seek reimbursement of health insurance premium expenses incurred by the employee for post-County employment health insurance coverage whether under COBRA or otherwise, for up to three (3) months of coverage at a cost which shall not exceed three times the amount which the County contributes to medical, dental and vision coverage premiums at the date of job separation. Upon receipt of evidence that the premium costs were incurred and paid, the County will reimburse the employee on a non-taxable and non-reportable basis as authorized under the laws in effect in 2022. "Terminates" as this term is used in this Article to define severance entitlement will be found and results solely from the Prosecuting Attorney's exercise of "at will" discretion to end the attorney's employment under circumstances not supported by documentation of reasonable cause, which documentation demonstrates deficiencies in job performance, conduct and/or attendance.

ARTICLE 7: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the Prosecuting Attorney shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either

party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

ARTICLE 8: SAVINGS CLAUSE

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 9: TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July 2024 following ratification by the parties unless otherwise provided herein and shall remain in full force and effect until the 31st day of December 2026.

Either party may reopen the Agreement by providing the other with written notice of a desire to open the Agreement no later than sixty (60) days prior to January 1, 2027, for the specific purpose of negotiating a change to Teamsters Medical Plan B, referenced in Article 4.1.A, provided such change is allowed under the Teamsters Welfare Trust rules. All other components of Article 4.1: Health Insurance shall remain unchanged.

During the term of this Agreement the parties may reopen economic terms established by this Agreement if adjustments are appropriate in order to maintain competitiveness necessary to attract and retain qualified career prosecutors.

Executed by the parties on the dates set forth below, to be effective on and after July 1, 2024.

CLALLAM COUNTY PROSECUTING
ATTORNEYS' ASSOCIATION

By: _____
Association Representative
Dated: _____

CLALLAM COUNTY PROSECUTING
ATTORNEY

By: _____
Mark Nichols, Prosecuting Attorney
Dated: _____

CLALLAM COUNTY BOARD OF
COMMISSIONERS

By: _____
Mike French, Chair

By: _____
Randy Johnson

By: _____
Mark Ozias

APPROVED AS TO FORM:

By: _____
Matthew W. Lynch, Special Counsel
for Labor & Employment

ATTEST:

By: _____
Loni Gores
Clerk of the Board



3a
JUL 02 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-24-24**

REGULAR AGENDA ☒ **Meeting Date: 7-2-24**

Item summary:

- | | |
|--|--|
| ☒ Call for RFP | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other – Briefing and call for RFP |

Executive summary:

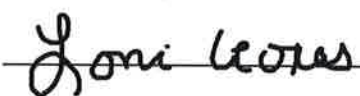
The Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decision and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. The Hearing Examiner is an independent contractor relationship. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Policies 921, 922 and 923.

The Hearing Examiner shall be appointed and compensated by the Board of Clallam County Commissioners and shall serve at the pleasure of the Board.

The Board of Commissioners called for request for proposals to be submitted no later than Tuesday, May 7, 2024 for Clallam County Hearing Examiners Services. One proposal was received from Attorney Tom Ehrlichman. County Administrator along with the Prosecuting Attorney's Office reviewed the request for proposal submitted and determined that due to the pricing scheme (no cap) the proposal should be rejected and a new call for request for proposals should be issued.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approval of notice to call for Proposals/Qualifications for Hearing Examiner Services for 2024.

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 6-18-24

* 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 PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide Hearing Examiner services to Clallam County. Applicants should have experience with local land use laws and regulations and the hearing process.

Sealed proposals must be clearly marked on the outside of the envelope **"Hearing Examiner 2024 RFPQ Proposal."** The address for submitting proposals by US Mail is: Board of Clallam County Commissioners, 223 E 4th Street, Suite 4, Port Angeles, WA 98362. Proposals may also be hand-delivered to 223 E 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 10 a.m., Tuesday, July 23, 2024, whether by mail or hand delivery.** Submittals made in an incorrect format or received late will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioner's Meeting on Tuesday, July 23, 2024.

An informational RFPQ packet is available on the Clallam County website at <https://www.clallamcountywa.gov/920/Hearing-Examiner>. A hardcopy of the packet may be obtained Monday through Friday, 8:00 AM to 4:30 PM, at the Clallam County Board of Commissioners Office, 223 East 4th Street, Room 150, Port Angeles, Washington 98362, or by calling 360.417.2256 or email at loni.gores@clallamcountywa.gov

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS 2nd day of July, 2024

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, MMC, Clerk of the Board

Mike French, Chair

Publish: July 5 and 12, 2024
Bill: Board of Commissioners

CLALLAM COUNTY HEARING EXAMINER RFPQ INFORMATION PACKET

Overview:

The Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decisions and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. The Hearing Examiner is an independent contractor relationship with the Board of County Commissioners. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Policies 921, 922 and 923.

Clallam County has used the Hearing Examiner system for over 25 years and the rules of procedure were last updated in 2013. Public hearings and appeal hearings are scheduled on an as-needed basis, with two hearing days each month and no more than three hearings per day. Hearings are normally held in the Commissioners' Board Room at the Clallam County Courthouse in Port Angeles, Washington. Clallam County is open to having the Hearing Examiner attend remotely.

In addition to conducting hearings on appeals and a variety of permit requests as stated above, duties of the Hearing Examiner include but are not limited to reviewing and assisting in revising a set of rules of proceedings; and production of an annual report containing a summary of decisions made, recommendations for improving the Hearing Examiner system, and other observations and recommendations pertaining to land use policies and legislation.

The Clallam County Department of Community Development assists the Hearing Examiner by:

- Preparing case files and records
- Providing staff support during hearings
- Setting agendas in consultation with the Examiner
- Preparing legal notices
- Providing copies, mailing, and distribution of notices and decisions
- Providing a staff recommendations on cases; electronic copies of staff recommendations and records for the Examiner's use.

The Hearing Examiner determines whether a site visit is needed for each application following a review of all the information submitted.

Prior to beginning work, the Examiner is required to procure and maintain at their expense, comprehensive automobile liability insurance at statutorily required limits, and workers' compensation coverage, if applicable, as required by the State of Washington for the duration of the contract. Insurance must be placed with a company with a minimum Best's rating of A-. Evidence of insurance must be presented to the County's Risk Management Office prior to execution of the contract.

Clallam County requires the Examiner issue a decision within 10-working days of the close of the record for each hearing.

The contract will begin on August 1, 2024, or earlier if mutually agreeable, and will run until January 1, 2025, with a one-year automatic rollover provision if mutually agreed upon. The contract will contain a conflict of interest statement and the applicant shall be prepared to recuse him or herself from any case where a potential conflict of interest exists. In such cases and cases of unscheduled absence, the Hearing Examiner will be responsible for providing a pro tempore Hearing Examiner.

The proposals should answer all of the requested information indicated below.

Requirements:

The proposal shall:

1. Indicate the applicant's background, and demonstrate their familiarity with Clallam County land use laws and regulations, and land use hearing, processes, and geographic knowledge of the area.
2. Indicate the applicant's support staff and ability to meet the deadlines cited in this RFP and indicate the proposed reimbursement if as an independent contractor; i.e.:
 - a. A lump sum per hearing fee; or
 - b. A price per case type (e.g. conditional use permit, variance, administrative appeal, subdivision, etc.); or
 - c. A combination of lump sum and cost per hour fees for exceptional cases.

NOTE: For budget purposes and accurate, predictable fee collection, it is preferable that fees be tied to hearing or case types. Hourly rates are difficult to estimate and ensure adequate fees are collected (please see attached recent Hearing Examiner Agreement as an example).

3. Address how mileage and travel time are factored into the fee reimbursement schedule.
4. Indicate the applicant's ability to comply with the Americans with Disabilities Act, EEO, and any other applicable County, State, or Federal laws.
5. Be accompanied by:
 - a. A list of professional references who can attest to the applicant's abilities; and
 - b. Three writing samples, consisting of administrative decisions written by the applicant. If the applicant has no experience as a hearing examiner or administrative law judge, concise opinion memos or staff reports may be substituted for the administrative decisions.
6. Be signed and dated.

Submission:

All proposals must be received by the Board of Clallam County Commissioners, 223 East 4th Street, Suite 4 (Room 150, if hand-delivered), Port Angeles, Washington 98362 by 10:00 a.m., July 23, 2024. Submit proposal in a sealed envelope, clearly marked, "Hearing Examiner 2024 RFPQ Proposal."

Hearing Examiner

Prior contract for reference



PERSONAL SERVICES AGREEMENT

Contract Number: 361.24.001

2C
MAR 05 2024

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

Name: Sidles Law – Alexander A. Sidles

Address: 2400 NW 80th Street, No. 146
Seattle, WA 98117

Telephone: (206) 518-8611

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of March 2024

Sidles Law

BOARD OF CLALLAM COUNTY COMMISSIONERS

Print name: Alexander A. Sidles

Title: Managing Attorney

Date: March 5, 2024

ATTEST

Loni Gores, MMC, Clerk of the Board

Randy Johnson, Vice Chair



Originals: BOCC
Vendor

Copies: 5

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

SCOPE OF WORK

The Contract Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decisions and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. Alexander Sidles shall serve as the County's primary Hearing Examiner. Public hearings and appeal hearings are scheduled on an as-needed basis, with two hearing days each month and no more than two hearings per day. Hearings are normally held in the Commissioners' Board Room at the Clallam County Courthouse in Port Angeles, Washington. The Contract Hearing Examiner determines whether a site visit is needed for each application, following a review of all the information submitted. Specific responsibilities include, but are not limited to:

1. Holding public hearings and issuing decisions in accordance with applicable land use laws and regulations, County Ordinances, and Administrative Policies on all land use applications and appeals within the jurisdiction of the hearing examiner. A decision shall include any written determination including a decision on reconsideration.
2. As assigned by the Clallam County Administrator, Board of Health, or Health Officer, holding public hearings and issuing decisions on appeals of interpretations of the International Building, Mechanical, Plumbing and Fire codes; appeals of the Environmental Health Administrator's decisions regarding on-site sewage disposal permits; and appeals of code enforcement decisions, and other administrative decisions.
3. Clallam County requires the Contract Hearing Examiner to issue a written decision within 10 working days of the close of the record for each hearing. The Hearing Examiner is also required to respond to all requests for reconsideration. Hearings are considered "complete" for purposes of payment as set forth in Attachment B (1) when a final determination has been issued.
4. Prior to beginning work, the Contract Hearing Examiner is required to procure and maintain, at their expense, comprehensive automobile liability insurance at statutorily required limits, and workers compensation coverage, if applicable, as required by the State of Washington for the duration of the contract.
5. Identifying all Conflict-of-Interest issues will be the sole responsibility of the Hearing Examiner, who shall immediately notify the Department of Community Development and the County Administrator in writing when a conflict determination has been made so that another Contract Hearing Examiner can be appointed in a timely manner.
6. Providing updates on developments and changes in land use, environmental, public disclosure, and administrative law, as requested by the Board of County Commissioners, Planning Commission, or Department of Community Development. Fees for these seminars shall not exceed \$1,500 quarterly.
7. Reviewing and updating the County's Hearing Examiner Rules of Procedure not to exceed \$1,500.
8. Preparation of an annual report for the Board of County Commissioners, detailing opinion types, costs, and methods to improve the Hearing Examiner system not to exceed \$1,500.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee for the completed work on all land use applications as set forth in Attachment "A." Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) _____.

Permit application hearings shall be billed at the following fixed rates:

\$1,400:

- Single-family residential variances
- Cluster developments
- Residential special use permits (SUPs)
- Residential conditional use permits (CUPs)

\$2,800

- Commercial/multi-family/industrial variances
- Commercial special use permits (SUPs)
- Commercial conditional use permits (CUPs)

\$3,500

- Multi-permit applications
- Plats
- Shoreline permits
- Binding site plans
- Master planned resorts
- Planned unit developments

\$195 per hour

- Appeals of administrative decisions, interpretations, enforcement orders, licensing decisions, and SEPA threshold determinations, as well as such other regulatory, enforcement, or quasi-judicial matters as may be assigned by the County Commissioners

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

AND

☒ **b. HOURLY RATES:** For services rendered on all administrative appeal hearings and decisions or non-quasi-judicial tasks as set forth in Attachment "A" the County shall compensate the Contractor at the following hourly rates:

Hourly Rates:

- Appeals of Administrative Decisions shall be billed at a rate of \$195 per hour.
- Code Enforcement Hearings shall be billed at a rate of \$195 per hour.
- Permit Applications & other hearing not specifically provided for shall be billed at a rate of \$195 per hour.

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

3. The County shall remit payment to the Contractor within 30 days of receiving the Contractor's monthly invoice.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including

but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Todd Mielke
Title: County Administrator
Address: 223 East 4th Street, Suite 4, Port Angeles, WA 98362
Telephone: 360.565-2670
E-mail: todd.mielke@clallamcountywa.gov

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. ***Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.***
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- ☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death.	\$1,000,000	per occurrence
	\$1,000,000	aggregate
Property damage	\$100,000	per occurrence
	\$300,000	aggregate
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**

Endorsement (two year tail).	\$1,000,000	per occurrence
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- ☒ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

- ☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|-----------|----------------|
| Bodily injury, liability, including death | \$250,000 | per occurrence |
| | \$500,000 | aggregate |
| Property damage liability | \$100,000 | per occurrence |
| | \$300,000 | aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

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

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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

- ☒ 3. Liquidated Damages. Not applicable.
- ☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

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

02/02/2024

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: July 2, 2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Center for Inclusive Entrepreneurship (CIE) is an established microenterprise development organization. CIE's mission is to address the gap in entrepreneurship and business ownership support for low/mod income individuals on the North Peninsula who have been historically excluded from business ownership opportunities. For almost five years CIE has operated its Community Enterprise program in Clallam and Jefferson Counties providing inclusive, accessible, no-cost business training and one-on-one technical assistance to emerging entrepreneurs and early-stage microenterprises (businesses with fewer than 5 employees).

- 1) CIE requires ongoing funding to maintain its proven programs on the North Peninsula. CIE is requesting Clallam County to apply for a \$250,000 Community Development Block Grant for Microenterprise Assistance available through the Washington Department of Commerce to be passed through to CIE under subrecipient contract to extend CIE's North Peninsula programs.
- 2) CIE is asking for a public hearing request per the grant submission via the Washington State Department of Commerce.

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**

* 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)

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) No action needed.

County Official signature & print name:  _____ Una Wirkebau _____

Name of Employee/Stakeholder attending meeting: Una Wirkebau _____

Relevant Departments: _____ BOCC & Finance _____

Date submitted: June 25, 2024

-
- * 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)

Agenda_Item_Public Hearing July 2
Revised: 3-04-2019

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

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JUN 18 2024

PUBLIC HEARING

Collaborative grant application with CIE for HUD CDBG funding

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 2, 2024 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider a collaborative pass through grant application with CIE for HUD CDBG funding.

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

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

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

SUMMARY OF PROPOSAL:

Collaborative grant application for HUD CDBG funding to use Clallam County as a pass through for \$250,000 for CIE to continue microenterprise support throughout the Peninsula.

Publish: June 21, 2024

Bill: Board of Commissioners/ Recompete



Loni Gores, MMC, Clerk of the Board





AGENDA ITEM SUMMARY

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

JUL 02 2024

Department: DCD

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 7-2-2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Planning Commission has completed their review and public hearing process regarding a proposed ordinance for the creation of a 911 Addressing System. The original ordinance for "Creation of a 911 Addressing System" was adopted in 1991 and was last updated on 3/23/1993. The original ordinance was adopted to enable implementation of a 911 addressing system. It was anticipated that a permanent 911 ordinance would be adopted as stated in the Purpose statement of that ordinance, but no permanent ordinance was ever created.

Changes in the County structure along with new federal requirements for PenCom in administering addresses introduced an opportunity to relook at the ordinance and identify a permanent 911 addressing system for unincorporated Clallam County. DCD has been working with PenCom, Information Technology (GIS Division), and Public Works to create a draft ordinance and to refine current workflows in designating and sharing addresses. The intention of the ordinance is to provide the rules and responsibilities to be designated by the County Board of Commissioners associated with the creation, correction, and sharing of addresses.

The Planning Commission held a public hearing on May 15, 2024 and voted 7-0 to forward the ordinance to the Board of Commissioners with a caveat that a single point of contact be appointed in the ordinance. For consideration by the Board DCD staff recommends language to designate the County Administrator as the addressing authority.

The Board may now review the ordinance for adoption and move forward with their public hearing process.

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

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

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

County Official signature & print name: Bruce W. Emery, Bruce Emery

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

Relevant Departments: DCD, IT GIS, Pencom

Date submitted: 6-25-2024

* 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)

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JUN 18 2024

PUBLIC HEARING
Proposed Ordinance titled "911 Addressing System"

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 2, 2024 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The hearing may also be attended by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345. The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Health and General Welfare code, repealing and replacement Chapter 19.40 "Creation of a 911 Addressing System" and renaming the Chapter as "911 Addressing System".

SUMMARY OF PROPOSAL: Clallam County is proposing an Ordinance establishing the rules and responsibilities in association with the creation, correction, and sharing of addresses.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015.

DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA or <https://www.clallamcountywa.gov/178/Community-Development-DCD>

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: June 15 and 22

Bill: Dept. of Community Development


Loni Gores, Clerk of the Board



Ordinance _____

An ordinance repealing and replacing Chapter 19.40 of the Clallam County Code,
Creation of a 911 Addressing System, and renaming the Chapter as 911 Addressing System

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 19.40.010, Purpose, is created to read as follows:

The purpose of this chapter is to promote public health and safety by establishing a uniform system for addressing properties and structures and naming roads in the unincorporated areas of Clallam County as a component of the 911 emergency response system and maintaining a system of data to produce and maintain those addresses. This chapter is intended to promote and aid in the timely and efficient response of emergency services through the proper coordination and identification of E911 addresses.

Section 19.40.020, Administration and authority, is created to read as follows:

This chapter shall be administered by the County Administrator or designee in coordination with Peninsula Communications (PenCom 911).

Section 19.40.030, Definitions, is created to read as follows:

The following terms when used in this chapter have the following meanings:

(1) "Address" or "Site Address (SITUS)" means a property location identification that includes the following elements: address number; street name pre-directional; street name pre-type; street name; street name post-type; unit; postal community name, State, and Postal Code, as applicable.

(2) "Address distance" means the distance, for address purposes, along the road centerline from the designated origin (or false origin) of the road.

(3) "Address sign" means an individual address placard placed at a required location identifying the site address.

(4) "Driveway" means a vehicular access serving property and is not a named road. . Some driveways will be shared and serve as access to several individual driveways and will require posting additional address signs to assist emergency responders in identifying the access to the address.

(5) "Easement" or "Access Easement" is the interest in land owned by another person, consisting in the right to use the land for ingress and egress, allowing one or more persons to travel across another's land to get to a nearby location.

(6) "False Origin" is the addition of a fixed distance to all measurements made on a given road, as if that road originated at a different point.

(7) "Master Address Database" means the database maintained by Clallam County containing all of the official E911 addresses assigned by the County.

(8) "Master Address Guide" refers to the document developed to define the procedures and processes creating, changing, and appeal addresses, consistent with this Chapter.

(9) "Primary address" means the address of a property without the address elements and would include an address number and street name. .

(10) "Primary access" means the driveway or other access to a given site most likely to be recognized and used, especially by emergency service providers.

(11) "Private Road" or "Private Street" refers to a named easement or right-of-way listed on the private road registry owned and maintained by anyone other than a public authority.

(12) "Road Origin" for the purpose of address determination measurements, each public and private road shall have an "origin" designated in accordance with CCC 19.40.030.

(13) "Right-of-Way" refers to a legal right of passage over another persons' ground. Public right-of-way refers to any street, avenue, boulevard, road, highway, sidewalk, alley, or easement owned, leased, or controlled by a governmental entity. Private right-of-way is owned, managed, and/or maintained by anyone other than a public authority.

(14) "Road" means any named public street or private street on which the primary access for the parcel/lot originates.

(15) "Roadway" is the paved, improved, or proper driving portion used for vehicular travel.

(16) "Road Centerline (RCL)" refers to vector line data that represent the actual location of the roadway geographic center of road rights-of-way on transportation networks.

(17) "Road Index" means the official list of all county and private roads and their origin points and lengths maintained by the County Engineer.

(18) "Shared Driveway" see the definition of Driveway above.

(19) "Site Structure Address Point (SSAP)" is the geospatial representation of the location of a site or structure and its corresponding physical address.

Section 19.40.040, Designation of Addresses, is created to read as follows:

(1) *Assignment.* An address shall be assigned to every property/parcel that contains a structure or property improvement, upon request by the landowner.

(a) Requests for an address or change to an address may be made to Clallam County on forms provided and shall be submitted with the appropriate fee. A site plan of the structure(s) to be addressed and location of the driveway shall be submitted with the application. The owner of a multi-unit address site will be asked to supply a map or drawing locating each unit adequately for guiding emergency response. Additional information may be requested to determine access to the property.

(b) The addressing application shall be processed, and an address assigned by Clallam County. A recommended address number assignment shall be shared with Pencom 911 GIS prior to the approval of the addressing application and requires joint approval by Clallam County and the Pencom 911 GIS. Clallam County will make the final decision of the address in case of conflict.

(c) The landowner shall be notified an address has been assigned and an address placard provided to finalize the process. If a landowner fails to pick up the address placard within one year of the address assignment the application is deemed withdrawn and the address will not be incorporated into the database as a valid address.

(2) *Address Number.* All address numbers will consist of at least two (2) digits when assigned.

(a) *Distance from Road Origin.* All address number digits outside of an existing city addressing grid except the final digit indicate the address distance in hundredths of miles from the origin road to the primary access to the parcel.

(i) Each road shall have a designated origin. A road's origin will be the beginning point of the road as accessed from another road, from major to minor roads, and from proximity to US 101, SR 112, and the nearest city or town and determined by the County Road Department. These road origins shall be established and maintained by Clallam County. The precise point of

origin for address measurement along a road will be determined by the centerline of the intersecting road or highway.

(ii) A false origin may be added as a fixed distance to all measurements made on a given road, as if that road originated at a different point. It may be used adjacent to an urban address grid such that a road which does not originate at the grid baseline will be projected back to the baseline and measured as if it did originate at the baseline. The purpose of using a false origin will be to prevent address number conflicts around an urban address grid.

(b) *Final Digit*. The final digit will indicate on which side of the road the site is located, and its relative distance from that road. It may also differentiate sites with driveways closer to each other than 0.01 miles, or individual driveways off a shared driveway.

(i) *Side of Road*. When proceeding in the direction of increasing numbers, the last digit will be odd if the address is located on the left side of the road; it will be even if the address is located on the right side of the road.

(ii) *Relative Distance from Address Road*. A final digit of either 0, 1, 2, or 3 will indicate that the site is near the road with either a short driveway or no driveway, or relatively near the road on a multiple access driveway. A final digit of either 6, 7, 8, or 9 will indicate that the location is accessed by a long driveway. A final digit of 4 or 5 may be used for intermediate locations. On shared driveways, the final digit of any address will not be greater than an address located beyond that address on the same driveway. If the addition or relocation of addresses makes it impossible to meet this condition, the driveway must be named and addressed as a separate road.

(iii) Adjacent driveways sharing the same address distance. If adjacent driveways are closer than 0.01 mi. (52.8 ft.) and must share the same distance number, the address(es) on the driveway nearest the origin of the address road will generally have a lower final digit than the address(es) on the far driveway, wherever possible.

(3) *Roads*. Every address shall include the official or registered name of the public or private road that provides access to the site. The road name will include the road type designator and directional if applicable.

(a) *Road Names*. All private and County roads within the jurisdiction of unincorporated Clallam County shall be provided with names and shall be identified in the road index maintained by Clallam County. A single route will not change names and shall maintain the same name throughout the entire length of the road. For example, a private road extending from the end of a County road will retain the same name as the County road. Also, a single road making a turn that will not later become an intersection will not change names at the turn. The County shall avoid duplication of road names, homophones, or names that may cause confusion for emergency responders.

(i) Private road names may be posted and used for addressing purposes only if they are registered with Clallam County. A private road name will not be registered if its similarity to an existing public or private road name is sufficient to confuse emergency response or mail delivery. Signing of an unregistered road name in such a way that interferes with emergency response is prohibited.

(ii) A private road name will not be registered until a reasonable effort has been made to assure that there is no significant opposition to the new name, or that it is acceptable to a majority of its residents and property owners. The road name shall be short (less than 50 characters), limited to a few words, shall be easy to read, spell, and be remembered by those reporting an emergency. The name should not be a homonym, contain a road type or a directional (ie. North Ave), contain complicated or offensive words or use unconventional spelling, be a name that could be mispronounced or misspelled (ie. Goa Way Ln), nor be a one-word name that could be confused

with a two-word name (ie. Clearlake). If there is no available road name which is acceptable to a clear majority of those served by the road, the County Road Department may choose a name.

(iii) Driveways with four (4) primary addresses shall be considered private roads and named through the County Road Department. Driveways serving fewer than four (4) existing or potential primary addresses may be named and addressed as private roads if there are unique conditions that prevent the normal method of addressing on a shared driveway from functioning adequately in that situation, such as exceeding in one-quarter mile in length.

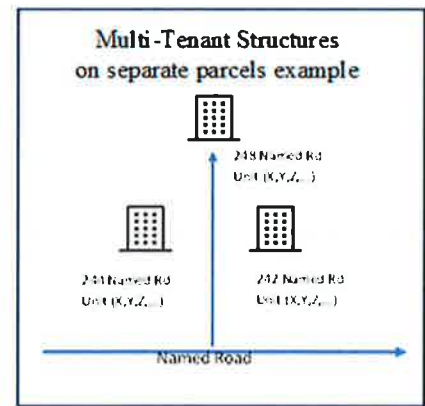
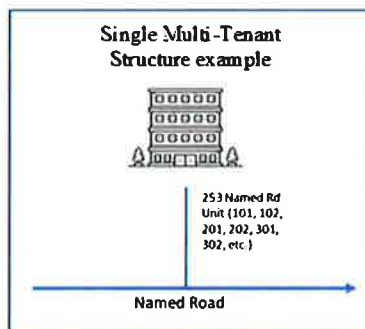
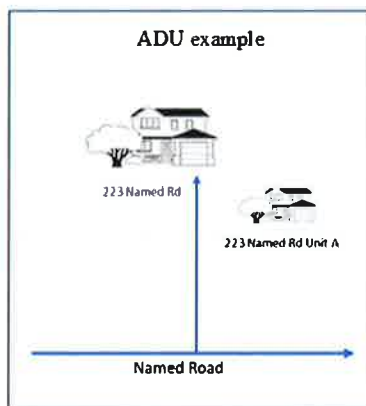
(iv) During a land division, any proposed shared access for four (4) or more lots shall be designated as a private road and named through the County Road Department during the platting process.

(b) Road Type. Every road name will include the road type designator following the road name, except numbered highways, which may include the designator before the highway number. The list of agreed designators are listed in the Master Addressing Guide.

(c) Optional Directional Prefix. If a road extends in two (2) directions from its origin, the addresses on each portion will include a directional prefix (N, S, E, or W) before the road name, indicating which direction that portion of the road extends from the designated origin. Addresses on each portion will be based on the distance from the common origin point.

(4) *Optional Unit Number.* Any addressed site which includes apartments, business suites, spaces, accessory dwelling unit (ADU), or multiple addressable structure(s), may be required to provide a unit letter and/or number in the address in the following manner:

(a) Any addressed site which includes an accessory dwelling unit (ADU) will be addressed with the main house as the primary address number and a “Unit A” designation for the ADU, both attached and detached.



(b) When a property contains multiple structures requiring address designations (ie. woodshop at a greater distance from the primary residence or a home-enterprise) an individual address may be created for all additional structures with a unit letter/number designators. An address placard will be required to be posted at the driveway entrance to the structures and the structures clearly marked with the unit designators.

(c) Duplexes and Triplexes on a single parcel that share access shall be assigned one primary address with a unit designation for each unit. A single placard shall be placed at the access point. The individual units shall be identified by a unit number and/or letter at each individual driveway. If the individual units have separate accesses onto the parcel, each unit shall be assigned unique primary addresses and placards will be placed at each access point.

(d) Multi-Tenant Buildings such as apartments and other multi-tenant structures on a single parcel that share access shall be assigned one primary address for each structure and individual unit designations. An address placard will be placed at the access point. Each structure will need to be identified with 12-inch numbers affixed to the front of the structure, the individual unit number will consist of the floor designation (if applicable) in the left-most positions with 2 characters to the right for unit designation (ie. unit designation 102 = floor 1, unit 2). These shall be clearly marked with an easily read sign. Multi-tenant buildings on separate parcels shall be assigned unique address numbers, following the rules of shared driveways or roadways, and have the individual units as described previously.

(e) Business buildings comprised of individual stores, suites, offices or other units will be addressed similarly to Multi-Tenant Buildings.

(f) New Mobile Home Parks shall name their internal road(s) as private roads and each lot shall be assigned a primary address. Existing mobile home parks with no internal road names shall maintain a single primary address for the park with individual unit numbers assigned to each lot and clearly signed.

(5) *Use of Existing City Addressing Systems.* Recognizing that it is in the mutual interest of all jurisdictions to prevent addressing conflicts, municipalities within Clallam County are respectfully requested to maintain compatibility with the above guidelines in the course of any future annexations, and any modification to, or implementation of their own addressing ordinances. Wherever practical, the existing address systems of the municipalities in Clallam County will be incorporated as components of the Clallam County 911 addressing system. Permanent boundaries will be established for the extension of each urban address grid beyond the current city limits of each municipality. Addressing within that boundary will be compatible with the municipality's addressing system.

Section 19.40.050, Signage, is created to read as follows:

(1) *Roads.* All public and private roads in Clallam County which serve addressable properties or structures will be signed in accordance with the standards of the Clallam County Road Department. Private road signs will identify the road as private. Signs will be provided and installed by the Road Department upon request and submittal of appropriate fees.

(2) *Address Placards.* Each addressed site will be provided with a sign showing the address number in white reflectorized numbers on a green reflectorized background distributed by Clallam County. Where deemed necessary, additional address signs may be provided to identify individual sites on a common driveway at no additional cost from the base fee. Signs shall be placed prior to the first inspection if issued for purposes of a building permit. Replacement placards will be provided for a fee.

(a) The sign shall be posted by the landowner as follows:

- Post must be on the same side of the road as the access or driveway and no further than 20 feet from the access/driveway;
- Placement of the post shall be such that the address sign is oriented perpendicular to the road, extending toward the road from the post like a flag;
- The sign-post should be about 4-10 feet from the edge of the drivable surface of the road;
- The post can be next to a fence, hedge, or other barrier with the sign extending toward the road, but the address sign shall not be obscured;

- The final address post height should be about 40 inches above the road (mailbox height), this will result in driving the standard 5-foot post approximately 20 inches into the ground. Remember to follow Utility Locate procedures before driving in to the full depth.
- For a shared driveway, a post should be placed at the road with all the addresses using the driveway posted in numerical order. Then, where each individual driveway splits from the shared driveway, an additional post and placard should be placed for the individual address in the same manner as detailed above.

Section 19.40.060, Corrections, is created to read as follows:

- (1) Existing road names shall not be required to be changed unless they pose a risk to the ability to dispatch emergency services to a property.
- (2) Errors. When an address is identified that does not meet E911 standards, the landowner will be contacted by the County that a new address will be assigned. Official notice shall be sent to the landowner that the address has been changed and that a new placard is available for pick-up. A new placard will be assigned without a fee, unless not collected by the landowner, at which point a fine may be imposed. Response from emergency responders will be affected if an incorrect address and/or incorrect address placard remain.
- (3) Readdressing. During the addressing of parcels corrections may be necessary to accommodate the new address, such as naming a shared driveway or renumbering existing addresses. The County will contact landowners affected and inform them that a correction is required. The process to name the private road will also be provided when necessary. Once the new addresses are assigned, replacement placard(s) will be provided without a fee to all existing addresses requiring reassignment, unless the landowner fails to collect the address, at which point a fine may be imposed. Official notice shall be sent to all affected landowners that their address(es) has(have) been changed and that a new placard is available for pick-up. Response from emergency responders could be affected by use of an incorrect address and incorrect address placard.
- (4) Changes to property. It shall be the responsibility of the property owner to notify Clallam County of any changes to the property that may require additional address numbers or reassignment of address numbers. This shall include changes in the location of the driveway or replacement of structures in new areas of the property which would necessitate a new address assignment. A request for an address shall be made to the County on forms provided and shall be submitted with the appropriate fee.

Section 19.40.070, Information Provisions, is created to read as follows:

Effectiveness of the E911 addressing system requires the coordination and cooperation of County departments and other public agencies. A Master Address Guide shall be developed and maintained to ensure the procedure for administering an address and protocol for information sharing is met by the various agencies and departments involved in the issuance and maintenance of addresses. A database of all assigned addresses within the unincorporated County shall be maintained by the County.

- (1) Emergency response agencies will be notified in a timely manner of all permanent or corrected addresses assigned, and all newly registered road names.
- (2) The Postal Service will be notified in a timely manner of all newly registered road names and permanent or corrected addresses assigned by the County.

(3) Each landowner will be notified in a timely manner when an E911 address is assigned or re-assigned. It is the responsibility of the landowner to place their address placard in the correct location to ensure property emergency response. A newly assigned address will not be considered valid until the address placard is collected for placement.

(4) Clallam County will maintain a map available to the public of all public roads and registered private roads with correct road centerlines.

Section 19.40.080, Violations, is created to read as follows:

Violations of this Title may result in the removal or placement of signs at a cost to the landowner or a may result in a fine, and the violation could potentially cost a life. Addresses are necessary for public safety and violations may affect response from emergency responders. If a property presents an incorrect address or no address placard, emergency response may be affected during an emergency. Correct placement of your address placard could save your life.

Section 19.40.090, Immunity, is created to read as follows:

Clallam County shall be held harmless and immune from any and all civil liability for any actions taken pursuant to this chapter, or for any failure to take action to enforce the provisions of this chapter. It is not the purpose or intent of this chapter to create on the part of Clallam County any special duties, obligations, or relationships with specific individuals. This chapter has been enacted for the welfare of the public as a whole.

Section 19.40.100, Severability, is created to read as follows:

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

ADOPTED this _____ day of _____ 20____

BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair

ATTEST:

Member

Loni Gores, MMC, Clerk of the Board

Member

Purpose

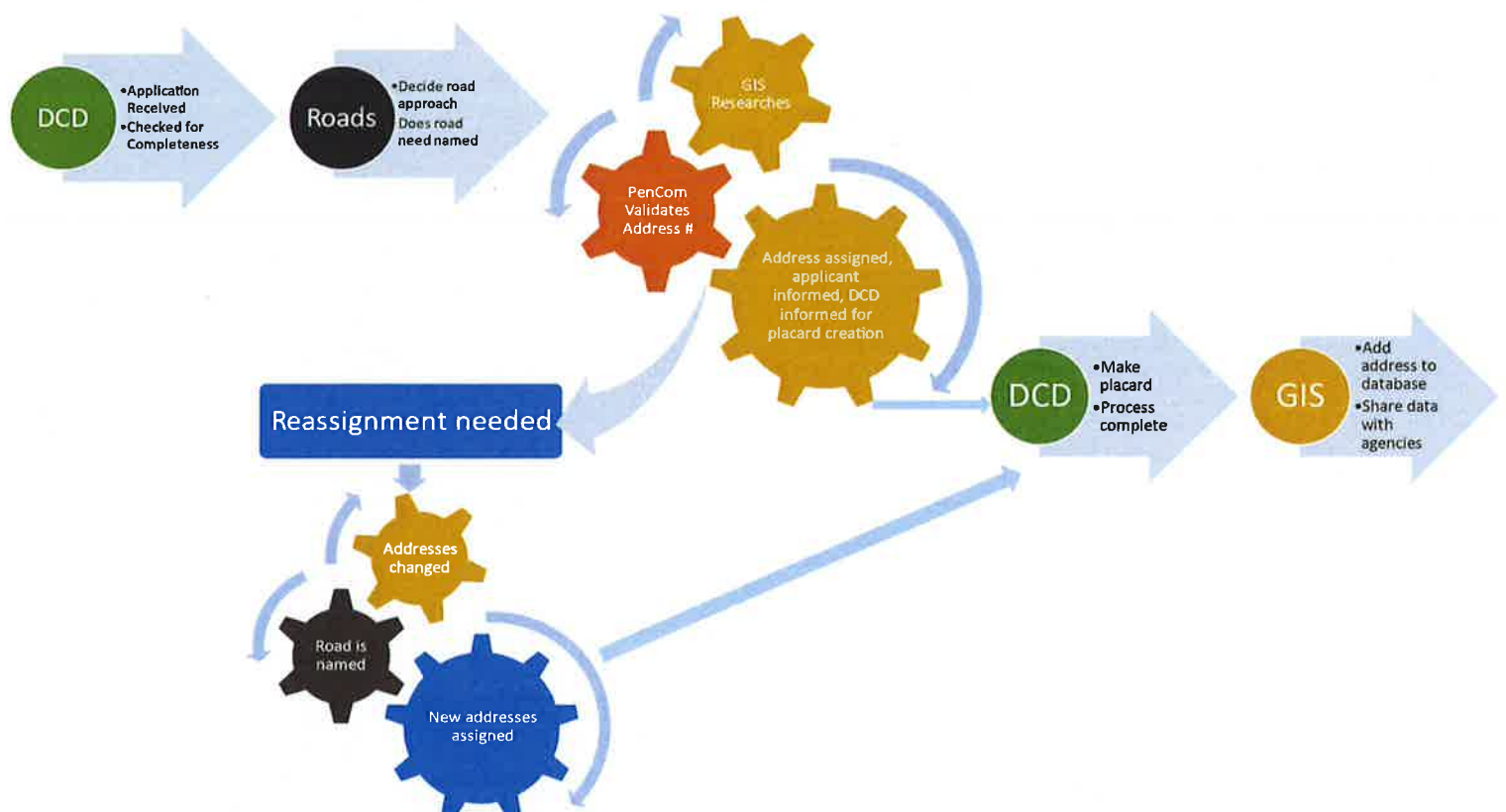
The purpose of this guide is to establish the processes necessary to assign addresses in unincorporated Clallam County in [compliance/conjunction] with Clallam County Ordinance 19.40. The ordinance designates the rules for establishing addresses while this manual is meant to determine the specific processes and data sharing for addressing parcels.

The purpose of an address is to provide a location on a map for safety purposes, emergency services, postal deliveries, and utility locations. Providing accurate addresses and sharing this information in a timely manner is imperative to the success of the program.

Agreement

Upon signature of this document the parties agree to participate in the establishment, processing, correcting, and sharing of address data in accordance with this document and Clallam County Ordinance 19.40. Each party will do their best to accurately populate and maintain a database of information that supports the master database of assigned addresses within unincorporated Clallam County.

Property Addressing Process



Road Names and Road Lists

The Clallam County Road Department (Roads) is responsible for the process of road naming and the communication of any changes or additions to the necessary parties. The specific process of road naming is an internal policy and is outside the scope of this guide, however, it is understood that:

- a. Roads will communicate any new proposed road names and allow input from PenCom, but Roads will make the final decision.
- b. Once the road name is accepted, Roads will work with Clallam County Information Technology-GIS Division (IT GIS) to provide the name, origin, geographic location, and length to be placed on the Road Index and to PenCom for assimilation into their Road Center Line (RCL) data layer. PenCom needs all information from the Road Index to validate road lengths, geographic locations, origin, etc. to ensure their RCL data is correct. The RCL will only be as accurate as the data provided to PenCom by the County. The master layer must be kept up to date with some standards. PenCom will maintain the RCL and provide a copy to IT GIS for the master address database.
- c. Roads will maintain the Road Index and coordinate with PenCom and IT GIS to update maps.
- d. Roads will provide and install new and replacement road name signs consistent with road sign requirements.

Addressing Application

The Clallam County Department of Community Development (DCD) will maintain the address applications through the utilized permitting system and collect any fees. DCD will determine that the parcel has not been assigned an address and determine that the application contains the necessary information outlined in the ordinance to continue the process of addressing. DCD staff will assist the public in determining the location of the driveway from the road to the point being addressed on the parcel. The application shall identify access to the property through either a road or shared driveway. If a parcel is not directly accessed from a road, DCD staff will do a general inquiry to ascertain if there is legal access, but does not guarantee legal access exists. DCD will inform the applicant if an approach from Washington State Department of Transportation (WSDOT) is required for processing the application and an address will not be released until the road approach is approved by WSDOT.

Address Access

The complete application will be shared with Roads to determine if road access is on a private or public road, and whether there is need for a road approach or private road name. Once Roads/WSDOT has determined all criteria for their approval have been met, Roads will inform IT GIS and PenCom their review is complete.

Property Addressing Designation

IT GIS will assign an address based on the information in the application and as part of this process allow PenCom time to review the assigned address to assure compatibility with their database.

Upon receipt of a new address request or an address change request, IT GIS will research the information necessary to designate an address. Once an address number is determined, they will share the proposed number with PenCom for validation to the criteria of E911. If the number is deemed not valid, IT GIS and PenCom will work together to determine an appropriate address number assignment.

When the address is decided and issued, the landowner and DCD shall be informed of the designated address, and the landowner will be instructed to collect a placard from DCD to finalize the addressing application. Designation of a new address may not be appealed by the public. DCD will make the address placards and provide the post(s)/hardware and instructions for installation when the applicant comes in for pickup. Per the ordinance, a new address is not valid until the placard is collected by the applicant.

Input of Final Address

DCD will communicate to IT GIS and PenCom that the placard has been collected and the address process therefore complete. If the address is a correction initiated by PenCom or IT GIS see below. IT GIS will input the final address into the master address database.

Corrections

Changes/corrections/readdressing of an address will be requested through the application system. No fees will be taken if the change is due to an error or inconsistency found in the addressing system. Fees will be collected if the change is due to the relocation of a structure or driveway.

Corrections will be initialized by an application (submitted by the landowner, PenCom, or IT GIS), and follow the same process as a new address, beginning with the process above, however, when a correction is initiated by IT GIS or PenCom, DCD shall inform all affected landowners that a correction is being made and a new address is being assigned.

If the address is a correction, the address becomes complete even if a placard is not collected. If the placard is not collected by the landowner they will be deemed in violation of the ordinance.

Official Map and Data Files

IT GIS will maintain the E911 GIS component data files and the official map that contains all addresses issued in unincorporated Clallam County. GIS components will include the official names and locations of existing highways and roads in the County jurisdiction and serve as the base road map for the County's online mapping system. PenCom will be responsible to maintain the RCL and Site-structure address point layer, and will share this information with IT GIS.

Master Addressing Guide of Clallam County

July 2, 2024

Revision:

The online GIS map shall serve as the clearinghouse for information regarding the names and locations of highways and roads in the County. The official GIS datum and master road list will be available to all government agencies and the public for the cost of reproduction.

Information Sharing

Clallam County IT GIS shall maintain a Master Address Database. When an address is reassigned or changed, the landowner shall be notified of the changed address and provided the appeal process timelines. Assigned addresses shall be updated within the permitting system and integrated onto the online map by the IT GIS when the addressing process is finalized. USPS, PenCom, and other emergency responders shall be informed of the changes through the online GIS PORTOL maintained by the County IT GIS Division.

Disagreements and Termination

In the event there are disagreements over the address assigned or any of the data sharing or processing of addresses, the County Administrator may resolve any disputes as the addressing authority as assigned by the Addressing Ordinance.

Any party may terminate this agreement upon ninety (90) day written notice. If this agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

BY: _____
Bruce Emery, Director
Clallam County DCD

BY: _____
Joe Donisi, County Engineer
Clallam County Roads

Date: _____

Date: _____

BY: _____
Mike French, Chair
Clallam County Commissioners

BY: _____
Todd Mielke, Administrator
Clallam County

Date: _____

Date: _____

Master Addressing Guide of Clallam County

July 2, 2024

Revision:

BY: _____

**Chad Theisman, GIS Manager
Clallam County IT**

BY: _____

**Mark Doten, IT Director
Clallam County IT**

Date: _____

Date: _____

BY: _____

**Jeffery Christopher, Manager
PenCom Operations**

Date: _____

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Clallam County Planning Commission

Subject: Transmittal to BOCC: Findings and Conclusions regarding an Ordinance about Addressing

Dear Commissioners:

The Clallam County Planning Commission has completed its review and public hearing process regarding an Ordinance proposing an ordinance to replace Chapter 19.40 and creating a permanent 911 Addressing System. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting on May 15, 2024. As Chairman of the Clallam County Planning Commission, having first received the authorization of the Commission, I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:

1. Clallam County is proposing an Ordinance to replace the existing "Creation of a 911 Addressing System" code which was adopted in 1991 and updated in 1993 with a new permanent 911 addressing ordinance. The address will provide the rules and responsibilities associated with the creation of addresses and the creation and storage of data to assist in the process.
2. DCD initiated discussions with Pencom, County IT GIS, and the Road Department in 2023 to develop the ordinance based on current practices and workflows.
3. DCD introduced the addressing ordinance to the Planning Commission on September 6, 2023 requesting their opinions and thoughts on scheduling a public hearing.
4. The Board of County Commissioners were introduced to the ordinance on November 27, 2023 discussing the issues of enforcement and appeals.
5. A SEPA Threshold Determination of Non-Significance was issued on February 6, 2024. The comment period on the DNS ended February 21, 2024.
6. The Planning Commission scheduled a public hearing on April 17, 2024. The hearing was postponed upon the request of IT GIS to have more time to provide comment.
7. The Planning Commission held their hearing on May 15, 2024. The only comment was from Pencom regarding their support of the ordinance and a

request for designation of an addressing authority to provide a point of contact and ultimate decision maker if issues arise. A vote was held recommending the ordinance with the designation of an authority to be determined by the Commissioners be forwarded to the BOCC for consideration; the vote passed unanimously.

Based on the above facts and findings the Planning Commission adopts and transmits the Addressing Ordinance and following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that the proposed Ordinance shall be included to:

1. Repeal and Replace Chapter 19.40 of the Clallam County Code, Creation of a 911 Addressing System, with a new Chapter 19.40 called 911 Addressing System.
2. Designate an authority to administer the code providing a point of contact and ultimate decision maker if issues arise.

The Planning Commission recommends approval by the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC.

 - Clallam County Planning Commission, 5/2/2024

Steve Gale, Chairman

Date



AGENDA ITEM SUMMARY

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

43

JUL 02 2024

Department: DCD

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 7-2-2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Department of Community Development received a request to amend the Clallam County Zoning code regarding the setbacks within the Carlsborg Residential zones CR-II, CR-III and CN. The applicant is requesting the front yard setbacks be reduced for residences from the current 15-feet to 10- feet (garages would require a 20-foot setback), reduction of the existing 10-foot side yard setbacks to 5-feet, and the current 15-feet in the rear to 10-feet. The applicant contends that the proposed amendment will promote growth through the utilization of urban standards within an area that provides urban densities.

The Planning Commission completed their public hearing and final recommendations to forward to the Board of County Commissioners at their May 15, 2024 meeting. The Planning Commission and staff reviewed a variety of urban zones that exist within the County Code, the Sequim Municipal Code, and the City of Port Angeles Code as a comparison for the appropriateness of the request. Within the UGA of Port Angeles, side yard setbacks are noted as 8-feet. All of these zones require an 8-foot side-yard setback, and allow up to 15 dwelling units per acre with a minimum lot size of 4,840 sqf in the most dense zone (MD). The City of Sequim allows a minimum lot size of 5,400 sqft in their residential zones and a 6-foot side yard setback. In the City of Port Angeles R7 and RHD zones a 5-foot side yard setback is allowed. These two zones are high density zones allowing 24 dwelling units per acre and 10 dwelling units per acre. Mid-density residential zones in Port Angeles require a 7-foot setback. Carlsborg allows for a range of densities from 4 dwelling units to 10 per acre in all of the residential zones. The recommendation is to amend the side yard setback to 6-feet and rear setback to 10-feet in the CR-I, CR-II, and CR-III zones which is supported by existing policies and the spirit and intent of the Clallam County Comprehensive Plan.

The Board of County Commissioners shall now hold their public hearing on the request and decide if they approve the recommended changes to the Carlsborg Urban Growth Area Chapter 33.20.

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

Agenda6-25-2024
Revised: 3-04-2019

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

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

County Official signature & print name: Bruce W. Emery, Bruce Emery

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

Relevant Departments: DCD

Date submitted: 6-25-2024

* 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)

16
JUN 18 2024

PUBLIC HEARING

Proposed amendments to Ordinance titled "Carlsborg Urban Growth Area"

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, July 2, 2024 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The hearing may also be attended by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345. The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Zoning code, Chapter 33.20, Carlsborg Urban Growth Area.

SUMMARY OF PROPOSAL: The Department of Community Development received a request to amend the Clallam County Zoning code regarding the setbacks within the Carlsborg Residential zones CR-II, CR-III and CN. The applicant is requesting the front yard setbacks be reduced for residences from the current 15-feet to 10- feet (garages would require a 20-foot setback), reduction of the existing 10-foot side yard setbacks to 5-feet, and the current 15-feet in the rear to 10-feet. Clallam County is proposing to amend the setbacks in the CR-I, CR-II, and CR-III zones to a side yard setback of 6-feet and rear yard setback of 10- feet.

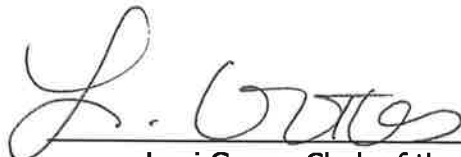
HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015.

DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA or <https://www.clallamcountywa.gov/178/Community-Development-DCD>

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: June 15 and 22

Bill: Dept. of Community Development


Loni Gores, Clerk of the Board



Ordinance _____

An Ordinance amending Chapter 33.20 of the Clallam County Code,
Carlsborg Urban Growth Area

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 33.20.050, Bulk and dimensional standards, is amended to read as follows:

(1) *Bulk and Dimensional Purpose.* In recognition of the varied topography and geographical relationships within the Carlsborg UGA, and for the safety and general welfare of the public, bulk, dimensional and general requirements for the zoning districts shall be required as a necessary part of the development review process. All permitted uses and conditional uses, except as otherwise established in an approved planned unit development, shall comply with the requirements of this section.

(2) *Bulk, Dimensional and General Requirements.* Bulk, dimensional, and general requirements are herewith established and shall be provided in accordance with the minimum standards set forth in Table (A) of this subsection. Additional criteria are provided in subsection (3) of this section. Bulk and dimensional standards measure the spatial, four-dimensional limitations of the site, including building height and size, if any, and minimum lot width, if any. Lot size and residential density is also subject to CCC [33.20.050\(3\)](#), Exceptions, and CCC [33.20.060](#), Development Standards.

Table 33.20.050(2)(A). Bulk, Dimensional and General Requirements:

Carlsborg Residential, Commercial, and Mixed Zones

Zone	Minimums								Maximums	
	Lot Size	Lot Width	Required Setbacks ¹						Building Height	Residential Density
			Front			Side (each)	Rear	Minimum Residential Density		
			Access Road	Collector Road	Arterial					
CR-I	None	None	15 ft.	15 ft.	60 ft.	640 ft.	105 ft.	4 dwelling units per acre ³	36 ft.	6 dwelling units per acre
CR-II	None	None	15 ft.	15 ft.	60 ft.	640 ft.	105 ft.	4 dwelling units per acre ³	36 ft.	8 dwelling units per acre
CR-III	None	None	15 ft.	15 ft.	60 ft.	640 ft.	105 ft.	4 dwelling units per acre ³	36 ft.	10 dwelling units per are
CN	None	None	15 ft.	15 ft.	None	Zero ²	Zero ²	4 dwelling units per acre ³	36 ft.	10 dwelling units per acre
CGC	None	50 ft.	45 ft.	50 ft.	60 ft.	Zero ²	Zero ²	Not Applicable	36 ft.	Not Applicable

Zone	Minimums								Maximums	
	Lot Size	Lot Width	Required Setbacks ¹						Building Height	Residential Density
			Front			Side (each)	Rear	Minimum Residential Density		
			Access Road	Collector Road	Arterial					
CI	0.5 acre ²	50 ft.	Zero ²	Zero ²	Zero ²	Zero ²	Zero ²	Not Applicable	36 ft.	Not Applicable
CC	None	50 ft.	45 ft.	50 ft.	60 ft.	Zero ²	Zero ²	4 swelling units per acre ³	36 ft.	10 swelling units per acre

¹Where required setbacks under the International Building Code adopted by Clallam County differ from the minimum setbacks established in CCC [33.03](#) the more restrictive regulation shall apply.

²Subject to the International Building Code, side and rear yard setbacks shall be a minimum of 15 feet when abutting a residential zone.

³See Section 33.20.070, minimum density standards.

(3) *Exceptions.* The bulk, dimensional and general requirements set forth in subsection (2) of this section shall apply to specifically permitted and conditional uses tabulated in CCC [33.20.040](#), excepting the following:

(a) The maximum building height provided in subsection (2) of this section shall not apply to antennas; provided, that antennas are set back from all exterior property lines at a minimum ratio of one foot of setback for every three feet of vertical height as measured from grade.

(b) Antennas, satellite dishes, or other communication devices shall not be located in the front setback area.

(c) No structures excepting signs, fences and berms shall be placed within the front setback area.

(d) Planned unit developments approved consistent with this title and CCC Title [29](#), Land Division Code, may specifically delineate setback, bulk, height or dimensional requirements which differ from these standards.

(4) *Sight Clearance.* In all zones, corner lots shall maintain a triangular safety zone consisting of an area in which no physical obstruction, such as a structure, fence, tree or shrub higher than 36 inches above grade shall be permitted. Such triangular area shall have one angle formed by the front lot line and the side lot line separating the lot from the side street, the length of which lot line sides of the triangle shall be 15 feet. The third side of the triangle shall be a line connecting the two lot lines at the 15-foot point on each.

(5) *Road Classifications.* The purpose of establishing road classifications is to clarify the setbacks for development activities consistent with the requirements of this section. The following road designations shall apply to the following streets maintained by either Clallam County or Washington Department of Transportation that are within the Carlsborg UGA; all roads not specifically listed shall be classified as local access roads:

Arterials	Collectors
State Route 101	Atterberry Rd. Carlsborg Rd. E. Runnion Rd. Hooker Rd. Mill Rd. Taylor Cut-Off Rd.

ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Clallam County Planning Commission

Subject: Transmittal to BOCC: Findings and Conclusions regarding proposed Type B Text Amendment regarding setbacks in the Carlsborg Urban Growth Area, application REZ2024-00003, Logan Hammond

Dear Commissioners:

The Clallam County Planning Commission has completed its review and public hearing process regarding a proposed Type B text amendment to revise some of the setbacks within some of the zones in the Carlsborg Urban Growth Area proposed by Logan Hammond. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting on May 15, 2024. I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:

1. DCD received a request to amend the Clallam County Zoning code regarding the setbacks within the Carlsborg Residential zones CR-II, CR-III, and CN. The applicant was requesting the front yard setbacks be reduced for residences from the current 15-feet to 10- feet (garages would require a 20-foot setback), reduction of the existing 10-foot side yard setbacks to 5-feet, and the current 15-feet in the rear to 10-feet. The applicant contends that the proposed amendment will promote growth through the utilization of urban standards within an area that provides urban densities.
2. At the March 6, 2024 Planning Commission meeting DCD presented a comparison of setbacks within other Urban Growth Areas in Clallam County and the Cities of Sequim and Port Angeles with the requested revision and advised on the implications of changing the setbacks throughout the three zones in Carlsborg. Staff advised the Planning Commission to maintain the current front and rear yard setbacks and consider reducing the side yards to 6 or 7-feet. Following discussion the Planning Commission advised staff to review the text amendment for a 6-yard side yard setback and 10-foot rear yard setback.
3. Staff presented the Planning Commission with a staff report and an amended ordinance for changes to the setbacks in the CR-I, CR-II, and CR-III zones to a 6-foot side yard and 10-foot rear yard setback at the March 20, 2024. The Planning Commission requested staff to analyze the concept of a staggered setback for garages.
4. DCD issued a SEPA Threshold Determination of Non-Significance on March 28, 2024 with a comment period ending April 15, 2024.

5. At the April 10, 2024 meeting staff advised the Commission that a request for staggered setbacks would not be supported by current County policies or other zoning regulations. Type B revisions to development standards are only allowed when a change to the comprehensive plan are consistent with the implementation of the Comprehensive Plan.
6. The Planning Commission held their public hearing on May 15, 2024. No public comment was received on the proposed revision to setbacks. A vote was held recommending the ordinance be forwarded to the BOCC for consideration; the vote passed 6 votes for and 1 abstention.
7. Based on the above facts and findings, and the attached draft ordinance amending Chapter 33.20, Carlsborg Urban Growth Area, the Planning Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that the proposed revisions to the Carlsborg Urban Growth Area Ordinance shall be revised to:

1. Amend the side yard setbacks within the CR-I, CR-II, and CR-III zones from 10-feet to 6-feet.
2. Amend the rear yard setbacks within the CR-I, CR-II, and CR-III zones from 15-feet to 10-feet.

The Planning Commission recommends approval by the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC.

 Steve Gale, Chair
Date 5/21/24



Staff Report

Clallam County Department of Community Development

Date: May 8, 2024
To: Clallam County Planning Commission
From: DCD Planning Division
Re: Zoning Code Amendment Application 2023-00003 – Logan Hammon

REQUEST

Logan Hammond submitted an application to request a Comprehensive Plan Land Use Text amendment to change the setbacks within the CR-II, CR-III and CN zones within the Carlsborg Urban Growth Area. The applicant is requesting the front yard setbacks be reduced for residences from the current 15-feet to 10-feet (garages would require a 20-foot setback), reduction of the existing 10-foot side yard setbacks to 5-feet, and the current 15-feet in the rear to 10-feet.

APPLICATION SUMMARY

The full application submitted is provided in Appendix A. The application meets the process criteria for a Type B revision to the development standards only if it does not require a change to the comprehensive plan, including correcting errors, clarifying or revising development standards, or adopting new development standards that are consistent with the implementation of the comprehensive plan. A request for staggered setbacks will require additional conversations and changes to the comprehensive plan to accommodate. None of the current County policies or other zoning regulations support a staggered setback approach and will therefore not be considered for this application.

BACKGROUND

Carlsborg was designated an Urban Growth Area in the year 2000. The current setbacks in CCC 33.20.050 were updated in 2016 following a year's long review between DCD staff and the Carlsborg Community Advisory Committee and the Board of Commissioners that modified the standards in order to increase the density in Carlsborg to accommodate urban growth. Setbacks were altered as part of that review.

ZONING AMENDMENT CRITERIA OF APPROVAL CCC 33.35.090

The Planning Commission and Board of County Commissioners (BOCC) are required to evaluate the amendment with regard to six criteria contained under CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan. These six criteria, or "Required Showing for an Amendment," provide the scope of consideration that the Planning Commission and BOCC must respond to in order to determine if the proposed amendment should be approved. The following summarizes staff's preliminary analysis with regard to the required showing for amendment.

Criterion 1. The proposed amendment is consistent with the spirit and intent of the Clallam County Comprehensive Plan.

The goals and policies adopted by the Board of County Commissioners in the Clallam County Comprehensive Plan, the various Regional Plans, and the Clallam County Zoning Code provide the framework for land use decisions in Clallam County. The Carlsborg Urban Growth Area is part of the Sequim-Dungeness Planning Region and is referenced in the Comprehensive Plan under Title 31.03.350 attached as Appendix B. For the full text of the County's Code, go to <https://clallam.county.codes>

The vision of Carlsborg is for a mix of commercial, industrial, and residential land uses along with the existing historic community. Public water is intended to be supplied by the PUD and sewage disposal by the Carlsborg Sewer. Residential zoning is the predominant land use. The residential zones are categorized by Low, Medium, and High with a density of 4 as the minimum and up to 10 dwelling units per acre in the high-density zone. The purpose of the Carlsborg Village Center (CN) zone is for high-density residential development and small-scale commercial uses intended to reinforce the established scale and ambiance of the historic neighborhood. Specific designation of setbacks is not discussed, but the intent is to provide urban standards and provisions to safeguard residential areas from commercial/industrial developments. Reduction of the setbacks would appear to align with the vision of Carlsborg in providing urban standards.

Conclusion: The modification of setbacks to a more urban scale meets the intent of the Comprehensive Plan. A change to the setbacks that would affect design standards, ie staggered setbacks for garage versus living space and other structure, will require a policy change that is not currently supported by the Comprehensive Plan. There is no other standard the County could draw from to support anything more than a standard setback. Staff recommends no change to the front yard setback as a reduction is not supported by any other urban jurisdiction.

Criterion 2. The proposed amendment is consistent with the spirit and intent of the Clallam County Zoning Code and with interlocal agreements, transportation, parks and recreation, capital facility, utility, watershed, and other applicable land use and environmental plans and policies adopted by the County.

The spirit and intent of the Clallam County Zoning Code is defined under the purpose statement of CCC 33.01.020. This section identifies a clear link between the Zoning Code and the Comprehensive Plan in that the Zoning Code is to "*direct the future growth and development of the County consistent with the Comprehensive Plan*"; and "*implement the goals and policies of the Comprehensive Plan in a manner which protects private property rights and in the least intrusive manner possible.*"

The current setbacks in the residential zones of Carlsborg appear to match the rural side-yard setbacks of the County's zoning code.

The purpose of the zones being proposed for changes are described in CCC 33.20.030:

(1) Carlsborg Urban Residential – Low (CR-I). The purpose of the Carlsborg Urban Residential Low designation is to provide a density of four to six dwelling units per acre for areas of single-

family residential development that are generally free from encroachment of commercial and industrial activities.

(2) Carlsborg Urban Residential – Medium (CR-II). The purpose of the Carlsborg Urban Residential Medium designation is to provide a density of four to eight dwelling units per acre for areas of single- and multifamily residential development that are generally free from encroachment of commercial and industrial activities.

(3) Carlsborg Urban Residential – High (CR-III). The purpose of the Carlsborg Urban Residential High designation is to provide a density of four to 10 dwelling units per acre for areas of single- and multifamily residential development that are generally free from encroachment of commercial and industrial activities.

(4) Carlsborg Village Center (CN) is intended to provide for high-density residential development and small-scale commercial uses that can be located within and serve residential neighborhoods within the historic village center of Carlsborg. The standards for the district are intended to reinforce the established scale and ambiance of neighborhood retail that is oriented toward the pedestrian while ensuring adequate transit and automobile access. The purpose of the Village Center is to promote local orientation and to limit adverse impacts on nearby residential areas.

Comparison of setbacks within Carlsborg with other UGAs and the cities of Port Angeles and Sequim shows that the side yards vary from 5-feet to 8-feet, whereas the side yard setbacks in Carlsborg is reflective of the Rural setbacks throughout the County. The Carlsborg Village Center currently maintains zero setbacks except when abutting residential zones, then a 15-foot setback is required. Because this zone allows both commercial and residential development, and is intended for high-density uses, an increase to 6-feet and 10-feet does not align with the policy goals of the zoning code. Development in the CN zone should be allowed to be closer together within the zone, but provide protection of residential zones through the required 15-foot setback.

Conclusion: A reduction in both side-yard setbacks and rear-yard setbacks in the CR-I, CR-II, and CR-III zones would be in keeping with the urban densities of the UGA and will provide opportunities for developers to meet more urban densities that are encouraged in the Urban Growth Area of Carlsborg. A change from standard zoning should require a policy discussion, and could have unintended consequences for the construction of other housing types.

An increase in setbacks from zero in the CN zone would apply to commercial development which does not align with the protections provided by requiring a 15-foot setback when adjacent to residential development and reduces the opportunity for a variety of high-density residential development opportunities that could utilize zero setbacks, such as townhouses. The protections provided and the opportunities of six-foot side yard and 10-foot rear yard setbacks already exist in the CN zone, as long as they are not adjacent to residential zones.

Criterion 3. The proposed amendment will not be detrimental to the public health, safety and welfare.

Development of the subject property, if granted the amendment, would be conditioned to meet all regulations of the subdivision code, environmental health regulations, stormwater requirements, and building regulations which would adequately protect public health, safety and welfare and may provide additional residential opportunities.

Criterion 4. The proposed amendment is necessary due to changed conditions or circumstances from the time the property was given its present designation which warrants consideration of a different land use [and zoning] designation.

The request for a reduction to setbacks will provide opportunities for higher densities within the Urban Growth Area of Carlsborg. It is unclear why the setbacks were not altered during review of the urban standards in 2016. Several of the zones were granted a zero side and rear setback in commercial zones in Carlsborg with the footnote that 15-feet should be maintained when adjacent to residential development in order to protect residential development from encroachment of commercial and very high-density residential development.

Criterion 5. The proposed amendment will not result in probable significant adverse impact to the adequacy of public facilities and services including, but not limited to transportation, sewer, water, storm water, utilities, and parks required to meet urban or rural needs, and will not place uncompensated burdens upon existing and planned services.

Approval of reduction of setbacks would increase the potential for residential development within the UGA of Carlsborg, the intended purpose of this area. Approval of any subsequent land use application would be subject to review under applicable land use and environmental health regulations, including the availability and adequacy of public facilities and services. The Carlsborg UGA is provided sewer and public water in order to meet urban development needs.

Criterion 6. The cumulative effects of all proposed amendments have been assessed and determined to be consistent with the spirit and intent of the Clallam County Comprehensive Plan.

In taking action on the applicant's request for reduced setbacks the cumulative effects have been assessed and determined to be consistent with the spirit and intent of the Comprehensive Plan if no changes are made to the front yard setback, and a proposal of 6-feet for the side yard, and 10-feet for the rear are considered. Zoning designations control what uses are allowed or prohibited on a particular piece of property and the setbacks are in place to provide space between development on properties. Increasing the front yard setback for garages to 25-feet or even 20-feet may have unintended consequences for the design of other housing types other than single-family residences. A 25-foot setback for garages would create 10-feet of unusable space on the driveway, which is not enough to park an additional vehicle.

STAFF RECOMMENDATION

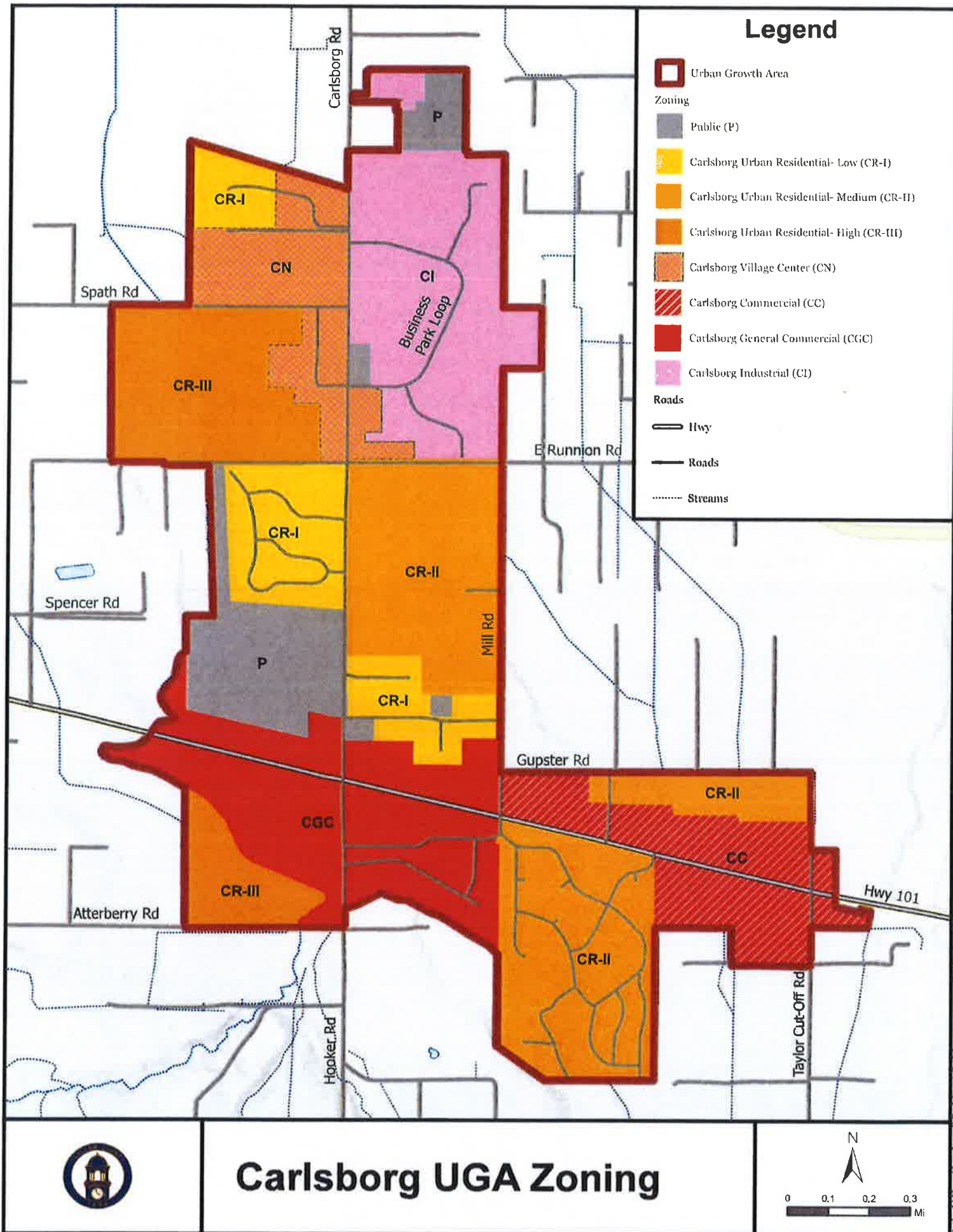
The Planning Commission must evaluate the amendment with regard to six criteria contained at CCC 33.35.090 in the Zoning Code, and at CCC 31.08.370 in the Comprehensive Plan. Based on the above analysis, Planning Division staff believes that amending the side yard setback to 6-feet and rear setback to 10-feet in the CR-I, CR-II, and CR-III zones is supported by existing policies and the spirit and intent of the Clallam County Comprehensive Plan.

Reference List:

Map 1 Carlsborg zoning map

Appendix A: Application and Justification

Appendix B: Carlsborg Comprehensive Plan and Zoning excerpts



Appendix A



Clallam County
Department of Community Development
223 East 4th Street, Suite 5, Port Angeles, WA 98362
(v) 360-417-2420 ✦ (f) 360-417-2443
email: dcdplan@co.clallam.wa.us

APPLICANT INFORMATION

Name Logan Hammon
Mailing Address PO Box 2024
City Kingston St. WA Zip 98346
Phone Number 360-271-3052 Business
Phone _____
Email (Optional): Logan@LoganDevelopmentinc.com

AGENT INFORMATION (If applicable)

Name _____
Mailing Address _____
City _____ St. _____ Zip _____
Phone Number _____ Contact Person _____
Email (Optional): _____

CODE SECTION(S) SUBJECT TO PROPOSED AMENDMENT: __

TABLE 33.20.050(2)(A). BULK, DIMENSIONAL AND GENERAL REQUIREMENTS FOR ZONES CR-II, CR-III AND CN.

TEXT CHANGE: (Show all proposed additions and/or deletions of text.)

See attached existing and proposed table



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EXPLANATION: (Explain how proposed change meets all the required showing for amendment for zoning (CCC 33.35.090) and comprehensive plan (CCC 31.08.370) amendments – see attached)

Section 33.35.090, Required showing for an amendment.

The Planning Commission and the Board of County Commissioners shall determine that a proposed amendment is consistent with all the following criteria before approval

(1) The proposed amendment is consistent with the County Comprehensive Plan.

The proposed amendment is consistent with the County Comprehensive Plan, as it promotes growth.

(2) The proposed amendment is consistent with interlocal agreements, transportation, parks and recreation, capital facility, utility, watershed, and other applicable land use and environmental plans adopted by the County.

The proposed amendment does not change any of the densities planned for the zones, only the setbacks within the lot. Therefore, it should not have any effect.

(3) The proposed amendment will not be detrimental to the public health, safety, and welfare.

The proposed amendment does not change any of the densities planned for the zones, only the setbacks within the lot. Therefore, it should not have any effect.

(4) The proposed amendment is necessary due to changed conditions or circumstances from the time the property was given its present designation which warrants consideration of a different land use designation. This criterion only applies to Comprehensive Plan and zoning map amendments.

The proposed amendment is not a Comprehensive Plan or zoning map amendment.

(5) The proposed amendment will not result in probable significant adverse impacts to the adequacy of public facilities and services including, but not limited to, transportation, sewer, water, storm water, utilities, and parks required to meet urban or rural needs, and will not place uncompensated burdens upon existing and planned services.

The proposed amendment does not change any of the densities planned for the zones, only the setbacks within the lot. Therefore, it should not have any effect.

Section 31.08.370 Required showing for an amendment.

The Planning Commission and the Board of County Commissioners shall determine that a proposed amendment is consistent with all the following criteria before approval:

1. The proposed amendment is consistent with the spirit and intent of this title.

The proposed amendment provides better utilization of urban densities, more flexibility for home types, and overall is consistent with typical urban development.

2. The proposed amendment is consistent with the spirit and intent of CCC Title [33](#), Zoning, and with interlocal agreements, transportation, parks and recreation, capital facility, utility, watershed, and other applicable land use and environmental plans and policies adopted by the County.

The proposed amendment provides better utilization of urban densities, more flexibility for home types, and overall is consistent with typical urban development.



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3. The proposed amendment will not be detrimental to the public health, safety, and welfare.
The project may allow more units per acre; however, they will not exceed the densities already in the code. Therefore, no new impacts will be created.
4. The proposed amendment is necessary due to changed conditions or circumstances from the time the property was given its present designation which warrants consideration of a different land use designation. This criterion only applies to Comprehensive Plan and zoning map amendments.
The proposed amendment is not a Comprehensive Plan or zoning map amendment.
5. The proposed amendment will not result in probable significant adverse impacts to the adequacy of public facilities and services including but not limited to, transportation, sewer, water, storm water, utilities, and parks required to meet urban or rural needs, and will not place uncompensated burdens upon existing and planned services.
The project may allow more units per acre; however, they will not exceed the densities already in the code. Therefore, no new impacts will be created.
6. The cumulative effects of proposed amendments have been assessed and determined to be consistent with the spirit and intent of this title.
The proposed amendment provides better utilization of urban densities, more flexibility for home types, and overall is consistent with typical urban development.

You must provide a completed Environmental Checklist.
--

REZ____-_____	DATE RECEIVED_____	RECEIPT #_____
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Criteria for Approval: In considering an application for comprehensive plan and zoning amendment, the Planning Commission and Board of County Commissioners are obligation to evaluate the amendment with regard to specific criteria contained in Section 33.35.090 of the Zoning Code, and Section 31.08.370 of the Comprehensive Plan. An amendment application should address these criteria. These criteria, or "Required Showing for an Amendment" provide the scope of consideration that the Planning Commission and Board must respond to in order to determine if a rezone is to be approved. The required showing includes the following:

Section 33.35.090, Required showing for an amendment.

The Planning Commission and the Board of County Commissioners shall determine that a



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proposed amendment is consistent with all the following criteria before approval:

- (1) The proposed amendment is consistent with the County Comprehensive Plan.
- (2) The proposed amendment is consistent with interlocal agreements, transportation, parks and recreation, capital facility, utility, watershed, and other applicable land use and environmental plans adopted by the County.
- (3) The proposed amendment will not be detrimental to the public health, safety, and welfare.
- (4) The proposed amendment is necessary due to changed conditions or circumstances from the time the property was given its present designation which warrants consideration of a different land use designation. This criterion only applies to Comprehensive Plan and zoning map amendments.
- (5) The proposed amendment will not result in probable significant adverse impacts to the adequacy of public facilities and services including, but not limited to, transportation, sewer, water, storm water, utilities, and parks required to meet urban or rural needs, and will not place uncompensated burdens upon existing and planned services.

Section 31.08.370 Required showing for an amendment.

The Planning Commission and the Board of County Commissioners shall determine that a proposed amendment is consistent with all the following criteria before approval:

- (1) The proposed amendment is consistent with the spirit and intent of this title. (2) The proposed amendment is consistent with the spirit and intent of CCC Title 33, Zoning, and with interlocal agreements, transportation, parks and recreation, capital facility, utility, watershed, and other applicable land use and environmental plans and policies adopted by the County.
- (3) The proposed amendment will not be detrimental to the public health, safety, and welfare.
- (4) The proposed amendment is necessary due to changed conditions or circumstances from the time the property was given its present designation which warrants consideration of a different land use designation. This criterion only applies to Comprehensive Plan and zoning map amendments.
- (5) The proposed amendment will not result in probable significant adverse impacts to the adequacy of public facilities and services including, but not limited to, transportation, sewer, water, storm water, utilities, and parks required to meet urban or rural needs, and will not place uncompensated burdens upon existing and planned services.
- (6) The cumulative effects of proposed amendments have been assessed and determined to be consistent with the spirit and intent of this title.

Existing: Table 33.20.050(2)(A)

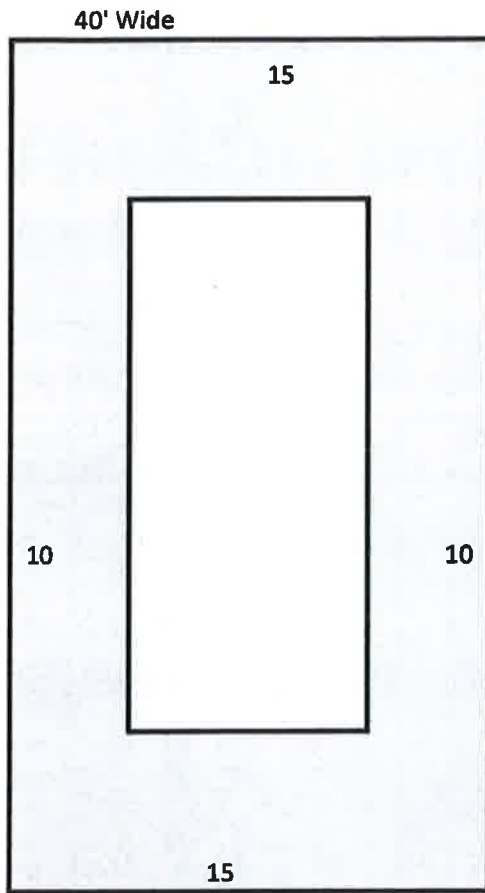
Zone	Minimums							Maximums		
	Lot Size	Lot Width	Required Setbacks ¹				Minimum Residential Density	Building Height	Residential Density	
			Front			Side (each)				Rear
			Access Road	Collector Road	Arterial					
CR-I	None	None	15 ft.	15 ft.	60 ft.	10 ft.	15 ft.	4 dwelling units per acre ³	36 ft.	6 dwelling units per acre
CR-II	None	None	15 ft.	15 ft.	60 ft.	10 ft.	15 ft.	4 dwelling units per acre ³	36 ft.	8 dwelling units per acre
CR-III	None	None	15 ft.	15 ft.	60 ft.	10 ft.	15 ft.	4 dwelling units per acre ³	36 ft.	10 dwelling units per acre
CN	None	None	15 ft.	15 ft.	None	Zero ²	Zero ²	4 dwelling units per acre ³	36 ft.	10 dwelling units per acre
CGC	None	50 ft.	45 ft.	50 ft.	60 ft.	Zero ²	Zero ²	Not Applicable	36 ft.	Not Applicable
CI	0.5 acre ²	50 ft.	Zero ²	Zero ²	Zero ²	Zero ²	Zero ²	Not Applicable	36 ft.	Not Applicable
CC	None	50 ft.	45 ft.	50 ft.	60 ft.	Zero ²	Zero ²	4 dwelling units per acre ³	36 ft.	10 dwelling units per acre

Proposed: Table 33.20.050(2)(A)

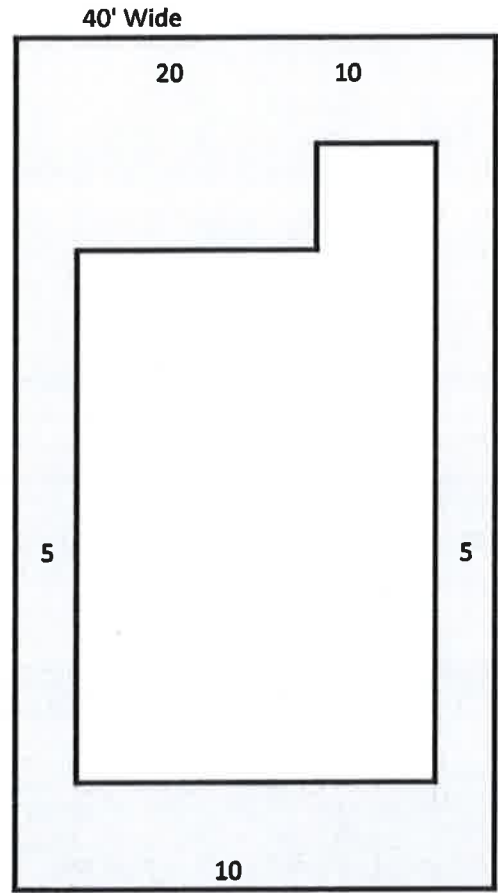
Zone	Minimums							Maximums		
	Lot Size	Lot Width	Required Setbacks ¹					Minimum Residential Density	Building Height	Residential Density
			Front			Side (each)	Rear			
			Access Road	Collector Road	Arterial					
CR-I	None	None	15 ft.	15 ft.	60 ft.	10 ft.	15 ft.	4 dwelling units per acre ³	36 ft.	6 dwelling units per acre
CR-II	None	None	15 ft. *	15 ft. *	60 ft.	10 ft. 5ft	15 ft. 10ft	4 dwelling units per acre ³	36 ft.	8 dwelling units per acre
CR-III	None	None	15 ft. *	15 ft. *	60 ft.	10 ft. 5ft	15 ft. 10ft	4 dwelling units per acre ³	36 ft.	10 dwelling units per acre
CN	None	None	15 ft. *	15 ft. *	None	Zero² 5ft	Zero² 10ft	4 dwelling units per acre ³	36 ft.	10 dwelling units per acre
CGC	None	50 ft.	45 ft.	50 ft.	60 ft.	Zero ²	Zero ²	Not Applicable	36 ft.	Not Applicable
CI	0.5 acre ²	50 ft.	Zero ²	Zero ²	Zero ²	Zero ²	Zero ²	Not Applicable	36 ft.	Not Applicable
CC	None	50 ft.	45 ft.	50 ft.	60 ft.	Zero ²	Zero ²	4 dwelling units per acre ³	36 ft.	10 dwelling units per acre

* 10 ft to front of the house, 20 ft to the garage.

Existing



Proposed



- * Under Existing, you can't park cars in the driveway. Under Proposed you can.
- * Much more attractive front.
- * Much more efficient use of space.

Style of home

Existing Code



Proposed Code



Home Spacing with Existing Code



Home Spacing with Proposed Code



Appendix B

31.03.350 Carlsborg urban growth area.

The purpose of this section is to establish land use designations and policies for the unincorporated Carlsborg UGA.

(1) *Community Vision.*

(a) *Policy 1.* In setting forth the 560-acre Carlsborg UGA, the Board of County Commissioners recognizes the Carlsborg community's historic mix of commercial, industrial and residential land uses, allows for continued development and economic growth, and seeks consistency with various state and local land use laws, while continuing to respect the character of the community.

(b) *Policy 2.* The 20-year vision for the Carlsborg UGA is for continued commercial, industrial and residential growth consistent with established land use policies and regulations.

(i) Residential growth will continue the historic housing pattern (i.e., single- and multiple-family dwellings). New residential housing will provide for the needs of a wide range of residents to maintain a dynamic community.

(ii) General commercial activities will continue to be developed along portions of the Highway 101 Corridor, and less intense commercial activities along Carlsborg Road. These activities will provide a range of retail and wholesale services and products for local and regional residents, tourists, and others.

(iii) Industrial activities will continue to be developed within the Carlsborg Industrial Park and Idea Development (north of the Industrial Park). These activities will provide industrial, commercial and manufacturing services fundamental to the economic vitality of the community and Clallam County.

(iv) The area immediately southwest of the intersection of Spath and Carlsborg roads (commonly referred to as the Carlsborg historic village), contains a unique mixture of older commercial and residential properties located on small parcels. The County will continue to work with the community to maintain the historic and cultural value of this area. Development and redevelopment will reflect a human-scale, pedestrian-friendly character enhanced by amenities such as restaurants, shops, sidewalks, lighting, trail connections, and public restrooms.

(c) *Policy 3.* The commercial and industrial activities within the Carlsborg UGA will generate revenue through the creation of family wage jobs. These activities will be conducted in a manner which promotes community viability blending well with the local character while maintaining environmental stewardship for the benefit of residents, workers, customers, and the entire community. These activities will also be planned for and conducted in a manner consistent with the guidance provided by the Growth Management Act.

(d) *Policy 4.* Environmental quality will be maintained and enhanced through groundwater, well and stream protection measures.

(i) Public water systems operated by Clallam County PUD No. 1 will be extended throughout the UGA as expeditiously as possible. New development will connect to public water. However, existing individual wells and systems that are maintained and operated in accordance with local and State health regulations shall be allowed to continue indefinitely.

(ii) New development will connect to the Carlsborg Sewer System consistent with the 2014 Carlsborg Wastewater Treatment Plan, as amended, and the adopted sewer connection standards found in Chapter [13.12](#) CCC, Carlsborg Sewer System.

(iii) Development served by existing on-site septic systems should be encouraged to connect to the Carlsborg Sewer System through incentives and other programs.

(iv) The public-private development of green belts and open spaces and the enhancement of Matriotti Creek as a wildlife corridor will be encouraged.

(e) *Policy 5.* The UGA is part of a regional transportation network, including Highway 101, whereby coordination between local planning and regional transportation planning should be done in order to continue to provide a safe and efficient transportation network.

(f) *Policy 6.* To enhance multi-modal opportunities, linkages and improvements shall be encouraged with a service extension along Carlsborg Road to the Village Center. The multi-modal transit opportunities should include a transit stop and a park and ride lot.

(g) *Policy 7.* Non-motorized transportation and pedestrian usage will be enhanced by installing sidewalks and paths throughout the UGA within walking distance of Greywolf School, along Highway 101, and major arterials and collectors including along Carlsborg/Hooker, Atterbury, Taylor Cutoff, Mill, Heath, East Runnion, and Spath Roads. In addition, non-motorized opportunities should be established adjacent to Matriotti Creek with connections to the Olympic Discovery Trail, residential areas, and the Village Center.

(h) *Policy 8.* Residential zoning is the predominant land use within the UGA and residential areas abut or surround commercial and industrial zones. Carlsborg residents are drawn by the natural beauty of the area; the accessibility of area amenities; and the low to moderate cost of living. New commercial and industrial development should respect the needs and views of adjacent residential areas. Consideration should be given to design elements such as buffers and screening between residential, commercial and industrial zones to protect residents from inordinate noise, light, glare and obstruction of views.

(2) *Urban Growth Area Boundaries.* Policy 9. The Carlsborg UGA is composed of three areas: Highway Commercial, Carlsborg Village Center, and Urban Residential. These areas are depicted on the official land use map and are more generally described as follows:

(a) Highway Commercial – generally defined as that area adjacent to the Highway 101 corridor between Matriotti Creek on the west and Gilbert/Taylor Cutoff Road on the east, excluding that portion on the south side of Highway 101 beginning at Parkwood Manufactured Housing Community, LLC. East of Parkwood Manufactured Housing Community, LLC, to Taylor Cutoff

Road is commercial. This also includes those existing businesses on the east side of the intersections of Gilbert/Taylor Cutoff Road and Highway 101, as well as the commercial areas along Hooker Road between Highway 101 and Atterberry Road.

(b) Carlsborg Village Center – generally defined as that area adjacent to Carlsborg Road between Runnion Road and the Olympic Discovery Trail (including the industrial parks), and property abutting Streit Road between Spath and W. Runnion, and no further east than the boundary of the Carlsborg Industrial Park. This area also includes those properties on the north side of Runnion Road, east of the Carlsborg/Runnion Road intersection.

(c) Urban Residential – generally defined as those lands not described above and east of or including Matriotti Creek, west of Taylor Cutoff Road, south of Spath Road and north of Atterberry Road.

(3) *Background Data.* Policy 10. Considerable information was obtained in the course of developing the Carlsborg neighborhood plan. The information includes existing and forecast population and 20-year built-out potential.

(a) The population in the Carlsborg neighborhood was 856 in 2013, and is forecast to be about 1,288 in 2030, and 1,971 in 2050 based on a 2.15 percent annual rate of growth as identified in the 2014 Sewer Facility Plan.

(b) *Land Supply Needs.* Based on expected population growth, the community should expect a total of approximately 225 new dwelling units within the 20-year planning period.

(c) *Water.* The PUD provides water service to portions of the Carlsborg UGA. Additionally, private wells and group water systems provide service within the UGA.

(d) Sanitary sewer service is anticipated by the fall of 2017. This system will require gravity sewer mains connecting to a pump station in Carlsborg and force mains (pressure sewer lines) to the City of Sequim via Highway 101 bridge to a point of connection with the City of Sequim collection system at Grant Road. From there, Carlsborg wastewater will be conveyed in a common sewer to the City of Sequim Water Reclamation Facility.

(4) *Public Services and Facilities.*

(a) *Water.* Policy 11. The following policies guide water service delivery to this neighborhood:

(i) The PUD shall be the public water purveyor within the Carlsborg UGA.

(ii) New land divisions shall require connection to the PUD water system, or another approved water system which meets the level of service standards set by the Carlsborg Capital Facilities Plan.

(iii) Existing lots or buildings are not required to hook up to the PUD water system.

(b) *Sewage Disposal*. Policy 12. The following policies shall guide sewage disposal within the area:

(i) Clallam County shall utilize the 2014 Carlsborg Wastewater Facilities Plan, as amended, to assist in guiding development and expansion of the Carlsborg Sewer System.

(ii) All new on-site septic systems and repairs of failed systems shall utilize enhanced treatment technologies in order to achieve a minimum 50 percent reduction in nitrate discharge. In identifying appropriate treatment methods, consideration shall be given to the latest technology available that has demonstrated reliable treatment and removal of biological and chemical contaminants.

(iii) Clallam County shall adopt and periodically update policies and requirements for connections to the Carlsborg Sewer System found in Chapter [13.12](#) CCC.

(5) *Critical Areas*.

(a) *Policy 13*. The Dungeness River and various wetlands within and near the UGA shall be protected from encroachment of urban development consistent with the Clallam County Critical Areas Ordinance.

(b) *Policy 14*. The County shall continue efforts to work with the Carlsborg community to protect and enhance Matriotti Creek for fish and wildlife habitat, and promote environmental education.

(c) *Policy 15*. A large portion of the Carlsborg UGA is within an area having a critical recharging effect on aquifers used for potable water.

(i) With the development and construction of a sanitary sewer system, properties with on-site septic systems will be encouraged to connect to sewer. The decrease in on-site septic use will reduce groundwater contamination from this source.

(ii) All new development and redevelopment shall adhere to stormwater run-off best management practices that include the use of low impact development techniques, best management agricultural practices, and homeowner maintenance practices (e.g., lawn fertilizer, disposal of pet wastes) to ensure aquifer contamination is minimized.

(iii) Any commercial and industrial land uses with hazardous substances, such as gas and oil, shall require spill containment and other measures to assure continued water quality protection.

(6) *Open Space and Greenbelts*. Policy 16. Matriotti Creek shall be considered as an open space corridor and greenbelt within the UGA. Consideration should be given to public access (e.g., trails) along the creek only with the mutual agreement of property owners.

(7) *Transportation*.

(a) *Non-motorized Transportation.* Policy 17. Non-motorized trails, paths and sidewalks are required within walking distance of Greywolf School, and in the vicinity of Highway 101, Carlsborg Road, Olympic Discovery Trail, and Matriotti Creek, in order to enhance foot and bicycle transportation between residential, commercial, recreation areas and public schools. A sidewalk and trail plan, as specified in the Carlsborg Capital Facilities Plan, shall be implemented as a condition of new developments and/or through an improvement district or grant project approved by the Board of Clallam County Commissioners.

(b) *Policy 18.* Traffic circulation shall be improved through and within the Carlsborg UGA. This should include maintaining a level of service of "C" throughout the UGA.

(c) The County shall consider the 2008 Carlsborg Area Transportation Study as it relates to overall traffic improvements within the Carlsborg UGA.

(d) The County shall continue efforts in identifying road and traffic enhancements through the Six-Year Transportation Improvement Program.

(e) *Highway 101.* Policy 19. New development along the highway corridor shall address congestion and conflict along with the need for regional mobility of traffic along Highway 101 by considering alternate and safe access to the development, including but not limited to: constructing a frontage road along Highway 101 or combining access with existing, adjacent access locations where feasible.

(f) *Policy 20.* Highway 101 is the primary highway that provides the main through-corridor for all vehicle traffic between Sequim and Port Angeles, and all points to the east and west of those communities. The County recognizes that the maintenance, operation and/or modifications to SR 101 are under the jurisdiction of the Washington State Department of Transportation (WSDOT). However, the County also has an inherently vested interest in the safe and efficient traffic flow on SR 101 for commercial, private and emergency vehicular traffic throughout its length, including the section that passes through the Carlsborg UGA. The County shall work with the WSDOT to develop a plan for the Carlsborg/Highway 101 Corridor that:

(i) Identifies intersection improvements and access restrictions/frontage road improvements that are needed to improve safety and enhance regional mobility;

(ii) Ensures that installation of additional traffic signals along Highway 101 shall only be considered by WSDOT after all other reasonable alternatives have been determined to be infeasible;

(iii) Ensures that all other highway improvements within the corridor are developed consistent with all other County land use goals and policies as specified in the Comprehensive Plan, Zoning Code and Capital Facilities Plan, as now or hereafter amended.

(g) *Policy 21.* The County and WSDOT shall jointly review access permits to insure that new access is minimized to the greatest degree feasible. New access is to be directed to existing intersections with preference to those that are signalized.

(h) *Policy 22.* To accommodate new development, frontage roads may need to be developed by property owners with assistance of Clallam County through the Road Improvement District program in the following locations: (i) between Greywolf School and Highway 101 west of Carlsborg Road, and (ii) between Parkwood Manufactured Housing Community, LLC, and Hooker Road via Valley Center Place and Harrison Road (private roads).

(i) *Regional County Roads.* Policy 23. Carlsborg Road is considered to have regional significance to the County. The County shall work to ensure that this road continues to function as a regionally significant component of the transportation system.

(j) *Other County Roads.* Policy 24. Improvements to County roads identified in this area are specified in the Carlsborg Capital Facilities Plan and include: Mill Road, E. Runnion Road and Spath Road. These improvements (road widening) are for safety purposes only.

(8) *Development Standards.*

(a) *Policy 25.* It is the general goal to improve the appearance of Highway 101 commercially zoned properties and the Carlsborg Village area through improvements to building appearance, landscaping, parks and trails. The following guidelines should be followed:

(i) The County should investigate obtaining an improvement district and/or grant funding to assist with these efforts. Landscaping of new commercial and industrial developments shall include street trees and landscape plantings along the roadside edge of the developments.

(ii) New development will be designed so that buildings and parking areas are situated on parcels in ways that improve access and safety for pedestrians and transit.

(iii) In conjunction with area property owners, the County should investigate the need for special zoning standards and financial incentives (tax credits, grants, etc.) that will assist in the preservation and redevelopment of the historic village of Carlsborg.

(iv) All new development shall incorporate adequate internal pedestrian circulation features (sidewalks, trails, pathways) that emphasize safety and connections to community features (historic village, Greywolf School, Highway 101, commercial areas, industrial parks, parks, Olympic Discovery Trail, etc.).

(v) The County shall work with the Carlsborg community to seek additional recreation opportunities, including trails and potential neighborhood parks should be explored. These facilities shall be connected through the development and implementation of a sidewalk/trail plan with mutual agreement from affected property owners.

(vi) Additional zoning standards shall be developed for the UGA to include minimum lot size and width and height, off-street parking, signage, and buffer provisions to safeguard residential areas from commercial/industrial developments.

(b) *Policy 26.* Water supply shall be provided consistent with the following:

(i) All new land divisions shall connect to an approved public water supply. Approved public water supply shall consist of either of the following:

(A) Clallam County PUD Carlsborg water system;

(B) Existing Group A public water systems (i.e., private systems with more than 15 service connections) provided that such system shall:

1. Comply with design and water quality standards established by State law (Chapters [246-290](#) and [246-291](#) WAC), as now or hereafter amended, and

2. Provide level of service (LOS) equal to or greater than that specified in the 2000 Carlsborg Capital Facilities Plan, as amended.

(ii) Existing individual wells and community water systems shall be allowed to continue indefinitely; provided, they comply with State and County health code requirements for potable water. When existing systems fail to meet these standards, and when the landowner is unable to rectify the deficiency, the land owner shall be required to connect to the PUD system or other approved community water system. To rectify a deficiency, the landowner may make structural or facility repairs, or deepen or replace an existing well, which must be drilled at a minimum into the middle aquifer.

(iii) Existing individual wells or community systems shall not be expanded or altered in any way that would result in the expansion of the system or service area without full compliance with all criteria of this section.

(iv) New community water systems in the Carlsborg UGA shall be permitted only if they meet or exceed the criteria for Group A water systems (15 or more connections), and demonstrate consistency with the level of service established in the Carlsborg CFP.

(c) *Land Use Designations/Boundaries.* Policy 27. Land use designations for the Carlsborg UGA shall only be amended consistent with the following:

(i) In order to help provide consistency and certainty for landowners, the Carlsborg UGA shall not be comprehensively reevaluated for changes in land use designations for a period of 10 years from the date of adoption of this policy.

(ii) Amendments to land use designations involving individual parcels or groups of parcels shall be reviewed consistent with CCC [31.08.370](#) (Required Showing for an Amendment).

(iii) The boundaries of the Carlsborg UGA may be reviewed and considered for expansion only after it can be demonstrated that population growth rates and land supply projections did not provide sufficient urban lands within the Carlsborg UGA to accommodate needed future growth.

(9) *Land Uses.*

(a) *Policy 28.* The Carlsborg Land Use Map shall serve as the official zoning map for the unincorporated Carlsborg UGA. Land use zones established are shown in Table 1 below:

Table 1. Conversion Table of Comprehensive Plan and Zoning Designations

Comprehensive Plan Designation	Zoning Designation	Zoning Symbol
Carlsborg Urban Residential – Low	Carlsborg Urban Residential – Low	CR-I
Carlsborg Urban Residential – Medium	Carlsborg Urban Residential – Medium	CR-II
Carlsborg Urban Residential – High	Carlsborg Urban Residential – High	CR-III
Carlsborg Village Center	Carlsborg Village Center	CN
Carlsborg General Commercial	Carlsborg General Commercial	CGC
Carlsborg Commercial	Carlsborg Commercial	CC
Carlsborg Industrial	Carlsborg Industrial	CI

(b) *Policy 29.* The purpose of land use zones established under this section is as follows:

(i) *Carlsborg Urban Residential – Low (CR-I).* The purpose of the Carlsborg Urban Residential Low designation is to provide a density of four to six dwelling units per acre for single-family residential development that is generally free from encroachment of commercial and industrial activities.

(ii) *Carlsborg Residential – Medium (CR-II).* The purpose of the Carlsborg Urban Residential Medium designation is to provide a density of four to eight dwelling units per acre for areas of single- and multifamily residential development that is generally free from encroachment of commercial and industrial activities.

(iii) *Carlsborg Residential – High (CR-III).* The purpose of the Carlsborg Urban Residential High designation is to provide a density of four to 10 dwelling units per acre for areas of single- and multifamily residential development that is generally free from encroachment of commercial and industrial activities.

(iv) *Carlsborg Village Center (CN).* The purpose of the Carlsborg Village Center designation is to provide for high-density residential development and small scale commercial uses that can be located and serve residential neighborhoods within the historic village center of Carlsborg. The standards for the district are intended to reinforce the established scale and ambiance of neighborhood retail oriented toward the pedestrian while ensuring adequate transit and automobile access. The Village Center designation is intended to promote local orientation and to limit adverse impacts on nearby residential areas.

(v) *Carlsborg General Commercial (CGC).* The purpose of the Carlsborg General Commercial designation is to provide for a wide range of moderate-scale commercial activities that provide for neighborhood, regional, and tourist-related goods and services for both residents and the traveling public.

(vi) *Carlsborg Industrial (CI)*. The purpose of the Carlsborg Industrial designation is to allow for low nuisance, low intensity industrial uses.

(vii) *Carlsborg Commercial (CC)*. The purpose of the Carlsborg Commercial designation is to provide for a limited area of high-density residential development and low impact neighborhood commercial activities.

Chapter 33.20

CARLSBORG URBAN GROWTH AREA

Sections:

- 33.20.010** **Carlsborg urban growth area zoning – Purpose.**
- 33.20.020** **Establishment of land use zones.**
- 33.20.030** **Purpose of districts.**
- 33.20.040** **Use tables.**
- 33.20.050** **Bulk and dimensional standards.**
- 33.20.060** **Development standards – Purpose and intent.**
- 33.20.060** **Minimum residential density standards.**

SOURCE:	ADOPTED:
Ord. <u>701</u>	12/05/00
AMENDED SOURCE:	ADOPTED:
Ord. <u>766</u>	12/21/04
Ord. <u>919</u>	11/29/16

33.20.010 Carlsborg urban growth area zoning – Purpose.

The purpose of this chapter is to establish zoning controls for the unincorporated Carlsborg UGA consistent with the adopted Sequim-Dungeness Regional Comprehensive Plan.

33.20.020 Establishment of land use zones.

The Carlsborg Land Use Map, as amended, shall serve as the official zoning map for the unincorporated Carlsborg UGA. Land use zones established to implement the comprehensive plan land use designations on the Carlsborg Land Use Map, as amended, are shown in Table 33.20.020(A):

**Table 33.20.020(A). Conversion Table of Comprehensive Plan and
Zoning Designations**

Comprehensive Plan Designation	Zoning Designation	Zoning Symbol
Carlsborg Urban Residential – Low	Carlsborg Urban Residential – Low	CR-I
Carlsborg Urban Residential – Medium	Carlsborg Urban Residential – Medium	CR-II
Carlsborg Urban Residential – High	Carlsborg Urban Residential – High	CR-III
Carlsborg Village Center	Carlsborg Village Center	CN
Carlsborg General Commercial	Carlsborg General Commercial	CGC
Carlsborg Commercial	Carlsborg Commercial	CC
Carlsborg Industrial	Carlsborg Industrial	CI

33.20.030 Purpose of districts.

The purposes of land use zones established under CCC 33.20.020 are as follows:

- (1) *Carlsborg Urban Residential – Low (CR-I)*. The purpose of the Carlsborg Urban Residential Low designation is to provide a density of four to six dwelling units per acre for areas of single-family residential development that are generally free from encroachment of commercial and industrial activities.
- (2) *Carlsborg Urban Residential – Medium (CR-II)*. The purpose of the Carlsborg Urban Residential Medium designation is to provide a density of four to eight dwelling units per acre for areas of single- and multifamily residential development that are generally free from encroachment of commercial and industrial activities.
- (3) *Carlsborg Urban Residential – High (CR-III)*. The purpose of the Carlsborg Urban Residential High designation is to provide a density of four to 10 dwelling units per acre for areas of single- and multifamily residential development that are generally free from encroachment of commercial and industrial activities.
- (4) *Carlsborg Village Center (CN)* is intended to provide for high-density residential development and small scale commercial uses that can be located within and serve residential neighborhoods within the historic village center of Carlsborg. The standards for the district are intended to reinforce the established scale and ambiance of neighborhood retail that is oriented toward the pedestrian while ensuring adequate transit and automobile access. The purpose of the Village Center is to promote local orientation and to limit adverse impacts on nearby residential areas.
- (5) *Carlsborg General Commercial (CGC)*. The purpose of the Carlsborg General Commercial designation is to provide for a wide range of moderate-scale commercial activities that provide for neighborhood, regional, and tourist-related goods and services for both residents and the traveling public.

(6) *Carlsborg Industrial (CI)*. The purpose of the Carlsborg Industrial designation is to allow for low nuisance uses.

(7) *Carlsborg Commercial (CC)*. The purpose of the Carlsborg Commercial designation is to provide for a limited area of high-density residential development and low impact, neighborhood commercial activities.

33.20.040 Use tables.

This section establishes whether a specific use is an allowed, conditional, or prohibited land use under the various land use zones established under CCC 33.20.020 and 33.20.030. Allowed, conditional, and prohibited land uses are represented as "A," "C," and "X," respectively, as shown in Table 33.20.040(A).

(1) With the exception of conditional land uses, as regulated in Chapter 33.27 CCC, only those allowed land uses appearing in the use table of this section are deemed to be consistent with the comprehensive plan and in the interests of public health, safety, and general welfare of residents of the unincorporated Carlsborg UGA.

(2) No land, building, or structure shall be used and no building or structure shall be erected which is intended or designed to be used, in whole or in part, for any of the uses listed as "conditional land uses" without the specific approval of Clallam County pursuant to Chapter 33.27 CCC.

(3) Any person may request that an unclassified use be authorized as similar to an allowed or conditional land use pursuant to CCC 33.40.050, General Requirements. Unclassified uses may be allowed through the issuance of a conditional land use pursuant to CCC 33.05.010, Land Use Zones.

(4) Pursuant to the procedures and criteria set forth in CCC 26.10.555, the Administrator may determine that a proposed unclassified use is prohibited based on a written finding that such use is similar to a prohibited land use and does not meet the purpose of the land use zone under CCC 33.20.030, Purpose of Districts.

Table 33.20.040(A).

Zoning District Use	CR-I	CR-II	CR-III	CN	CC	CGC	CI
Accessory use	A	A	A	A	A	A	A
Agriculture	A	A	A	A	A	A	A
Asphalt plant	X	X	X	X	X	X	C
Bed and breakfast	C	C	C	A	A	X	X
Business park	X	X	X	A	A	A	A
Cemetery	X	X	X	X	C	X	X
Child daycare center	X	X	X	A	A	A	X
Church	C	C	C	A	A	A	X
Commercial greenhouse	X	X	X	A(*)	A(*)	A(*)	A(*)

Commercial horse facility	X	X	X	A	A	A	C
Commercial storage	X	X	X	C	A(*)	A(*)	X
Duplex	X	A	A	A	A	X	X
Family daycare provider	A	A	A	A	A	X	X
Financial institution	X	X	X	A(*)	A	A	X
Gas station	X	X	X	A(*)	A(*)	A(*)	A(*)
Grocery store	X	X	X	A(*)	A(*)	A(*)	X
Group homes (16 or fewer persons)	C	C	C	A	A	X	X
Group homes (17 or more persons)	C	C	C	A	A	X	X
Home-based industry	C	C	C	A	A	X	X
Home enterprise	A	A	A	A	A	X	X
Indoor shooting range	X	X	X	X	X	C	X
Industrial use	X	X	X	X	X	C	A(*)
Kennels/boarding	X	X	X	C	C	C	X
Lodge	X	X	X	A	A	A	X
Mini-storage/self-storage	X	X	X	X	A	A	X
Marijuana producer/processor	X	X	X	X	X	X	A
Marijuana retail	X	X	X	A	X	A	X
Medical service facility	X	X	X	A	A	A	X
Mobile home park	X	A	A	C	C	X	X
Motel/hotel	X	X	X	A	A	A	X
Multiple-family dwelling	X	A	A	C	C	X	X
Outdoor-oriented recreation facility	X	X	X	A(*)	A(*)	A(*)	X
Planned unit development	A	A	A	A	A	X	X
Professional office	X	X	X	A	A	A	X
Research facility	X	X	X	C	C	A(*)	A(*)
Restaurant	X	X	X	A(*)	A(*)	A(*)	X
Retail use (not listed)	X	X	X	A	A	A	X
RV park	X	X	X	A(*)	A(*)	A(*)	X
School	X	X	X	A	A	A	X
Single-family dwelling	A	A	A	A	A	X	X
Tavern	X	X	X	A(*)	A(*)	A(*)	X
Tourist shop	X	X	X	A	A	A	X
Vehicular repair	X	X	X	A(*)	A(*)	A(*)	X
Veterinarian clinic/kennels	X	X	X	A(*)	A(*)	A(*)	X
Wholesale commercial use	X	X	X	X	C	C	A
Wood manufacturing	X	X	X	A(*)	A(*)	A(*)	A(*)
Wood manufacturing, small-scale	X	X	X	A(*)	A(*)	A(*)	A(*)
Wrecking yard	X	X	X	X	X	X	A(*)

(*) – Note: A conditional use permit is required for applicable uses when any portion of the subject parcel abuts residentially zoned property. In addition to the criteria for review and approval specified under CCC 33.27.040 (Conditional Use Permit), project review shall also include particular attention to the following to ensure adequate buffering and protection for residential uses: (1) sound levels and time of day of anticipated sound impacts; (2) objectionable odors; (3) light and glare; and (4) aesthetic impacts from buildings, parking, loading docks, storage areas, trash bins, and other operational or structural aspects of the development that could result in impacts to neighboring residences. The expansion of pre-existing uses subject to this requirement shall be exempt from the conditional use permit process; provided, the subject structure(s) in which the use occurs is not expanded by more than 10 percent within any three-year period, as measured by the exterior dimensions of the foundation of the enclosed structure(s).

A – Allowed Land Use C – Conditional Land Use X – Prohibited Land Use

33.20.050 Bulk and dimensional standards.

(1) *Bulk and Dimensional Purpose.* In recognition of the varied topography and geographical relationships within the Carlsborg UGA, and for the safety and general welfare of the public, bulk, dimensional and general requirements for the zoning districts shall be required as a necessary part of the development review process. All permitted uses and conditional uses, except as otherwise established in an approved planned unit development, shall comply with the requirements of this section.

(2) *Bulk, Dimensional and General Requirements.* Bulk, dimensional, and general requirements are herewith established and shall be provided in accordance with the minimum standards set forth in Table (A) of this subsection. Additional criteria are provided in subsection (3) of this section. Bulk and dimensional standards measure the spatial, four-dimensional limitations of the site, including building height and size, if any, and minimum lot width, if any. Lot size and residential density is also subject to CCC 33.20.050(3), Exceptions, and CCC 33.20.060, Development Standards.

Table 33.20.050(2)(A). Bulk, Dimensional and General Requirements:
Carlsborg Residential, Commercial, and Mixed Zones

Zone	Minimums								
	Lot Size	Lot Width	Required Setbacks ¹					Minimum Residential Density	Building Height
			Front			Side (each)	Rear		
			Access Road	Collector Road	Arterial				
CR-I	None	None	15 ft.	15 ft.	60 ft.	10 ft.	15 ft.	4 dwelling units per acre ³	36 ft.
CR-II	None	None	15 ft.	15 ft.	60 ft.	10 ft.	15 ft.	4 dwelling units per acre ³	36 ft.
CR-III	None	None	15 ft.	15 ft.	60 ft.	10 ft.	15 ft.	4 dwelling units per	36 ft.

1 Where required setbacks under the International Building Code adopted by Clallam County differ from the minimum setbacks established in Chapter 33.03 CCC the more restrictive regulation shall apply.

2 Subject to the International Building Code, side and rear yard setbacks shall be a minimum of 15 feet when abutting a residential zone.

3 See CCC 33.20.070, minimum density standards.

(3) *Exceptions.* The bulk, dimensional and general requirements set forth in subsection (2) of this section shall apply to specifically permitted and conditional uses tabulated in CCC 33.20.040, excepting the following:

- (a) The maximum building height provided in subsection (2) of this section shall not apply to antennas; provided, that antennas are set back from all exterior property lines at a minimum ratio of one foot of setback for every three feet of vertical height as measured from grade.
- (b) Antennas, satellite dishes, or other communication devices shall not be located in the front setback area.
- (c) No structures excepting signs, fences and berms shall be placed within the front setback area.
- (d) Planned unit developments approved consistent with this title and CCC Title 29, Land Division Code, may specifically delineate setback, bulk, height or dimensional requirements which differ from these standards.

(4) *Sight Clearance.* In all zones, corner lots shall maintain a triangular safety zone consisting of an area in which no physical obstruction, such as a structure, fence, tree or shrub higher than 36 inches above grade shall be permitted. Such triangular area shall have one angle formed by the front lot line and the side lot line separating the lot from the side street, the length of which lot line sides of the triangle shall be 15 feet. The third side of the triangle shall be a line connecting the two lot lines at the 15-foot point on each.

(5) *Road Classifications.* The purpose of establishing road classifications is to clarify the setbacks for development activities consistent with the requirements of this section. The following road designations shall apply to the following streets maintained by either Clallam County or Washington Department of Transportation that are within the Carlsborg UGA; all roads not specifically listed shall be classified as local access roads:

Arterials	Collectors
State Route 101	Atterberry Rd. Carlsborg Rd. E. Runnion Rd. Hooker Rd. Mill Rd. Taylor Cutoff Rd.

33.20.060 Development standards – Purpose and intent.

Development standards are established to ensure the compatibility of uses permitted within the Carlsborg UGA and to ensure the protection of the public health, safety and general welfare. All uses located within the Carlsborg UGA shall be subject to the development standards, as applicable, set forth in this section.

(1) Sewage disposal shall be provided consistent with the following:

- (a) New land divisions and development shall connect to the Carlsborg sewer system consistent with Chapter 13.12 CCC, Carlsborg Sewer System.
- (b) Pursuant to Chapter 13.12 CCC, all new, and repair or replacement of failed, on-site or community septic systems shall require that the developer install enhanced treatment technologies that demonstrate greater than 50 percent reduction of nitrate discharge as compared to conventional treatment systems. Additionally, all new or replacement of existing on-site or community septic systems shall, at a minimum, meet Treatment Standard II per the Washington Department of Health standards for on-site sewage treatment, as now or hereafter amended. In identifying appropriate treatment methods, consideration shall be given to the latest technology available that has demonstrated reliable treatment of biological and chemical contaminants.

(2) Water supply shall be provided and consistent with the following:

- (a) All new land divisions shall connect to an approved public water supply. Approved public water supply shall consist of either of the following:
 - (i) Clallam County PUD Carlsborg water system;
 - (ii) Existing Group A public water systems (i.e., private systems with more than 15 service connections); provided, that such system shall:
 - (A) Comply with design and water quality standards established by state law (Chapters 246-290 and 246-291 WAC), as now or hereafter amended, and
 - (B) Provide level of service (LOS) equal to or greater than that specified in the 2000 Carlsborg CFP (Chapter 4).
- (b) Existing individual wells and community water systems shall be allowed to continue indefinitely; provided, that they are consistent with State and County health code requirements for potable water. Existing systems that fail to meet these standards and are unable to rectify the deficiency within a reasonable time period shall be required to obtain connection from the PUD system or other approved community water system. To rectify a deficiency, the landowner may make structural or facility repairs, or deepen or replace an existing well, which must be drilled at a minimum into the middle aquifer.
- (c) Existing individual wells or community systems shall not be expanded or altered in any way that would result in the expansion of the system or service area without full compliance with all criteria of this section.
- (d) New community water systems in the Carlsborg UGA shall be permitted only if they meet or exceed the criteria for Group A water systems (15 or more connections), and demonstrate consistency with the LOS established in the Carlsborg Capital Facilities Plan. Vacant parcels

which were lawfully established prior to the effective date of this chapter shall be allowed the use of private, individual wells.

(3) *Landscaping.* Landscaping for commercial, industrial, mixed use, duplex, and multifamily developments shall comply with Chapter 33.53 CCC, Landscaping Requirements. The use of existing native and/or drought-tolerant landscape materials shall be utilized whenever possible, and may be used in lieu or in combination with existing plantings to demonstrate substantial consistency with the plant and screening standards of Chapter 33.53 CCC. The landscaping plan shall also demonstrate compliance with the following performance standards:

- (a) Landscaped areas between public roads and parking shall be provided;
- (b) Outside storage, garbage, recycling and maintenance facilities, and loading dock areas shall be screened from view from public roads and neighboring properties;
- (c) Commercial/industrial development abutting residential areas shall include a landscape plan that describes tree/shrub species, size of plant materials, and the use of fencing, berms, or solid walls so that noise, light, and aesthetic impacts to residential properties are adequately minimized and/or mitigated.

(4) *Off-Street Parking.* Parking for commercial, industrial, mixed use, duplex, and multifamily developments shall comply with Chapter 33.55 CCC, Parking Standards. The parking plan shall also demonstrate compliance with the following performance standards:

- (a) Duplexes and multifamily residences shall provide no less than 1.5 parking spaces per unit. Parking areas shall be located behind or under buildings where practicable; except that, attached garages shall be allowed for duplexes.
- (b) The number of access points from parking areas to public streets shall be minimized or shall be shared (where possible) within a development.
- (c) Parking areas shall include landscaping, fencing and/or berming substantially equivalent to the standards in Chapter 33.55 CCC when abutting existing single-family residences or residential zoning districts.
- (d) Where practicable, parking for commercial developments should be located to the rear of the development site.
- (e) Parking lighting shall not create off-site glare, and shall utilize "cut-off" type fixtures that ensure glare will be downward facing and/or shielded and directed away from neighboring properties.

(5) *Sidewalks.* Developers of new commercial, industrial, mixed use, residential subdivisions, duplex, and multifamily developments proposed adjacent to or within the vicinity of proposed pedestrian facilities as depicted in the Carlsborg UGA Sidewalk and Trail Plan, shall be required to construct or contribute to the construction of pedestrian facilities, consistent with the requirements of the Clallam County Sidewalk and Trail Plan for Carlsborg, when adopted. Sidewalk and other pedestrian facilities shall be a required element for all application site plans processed by the Department of Community Development. For developments occurring prior to the adoption of the Sidewalk and Trail Plan, all such proposals shall be required to construct or contribute to the construction of pedestrian facilities, as determined by the County Engineer and the Department of Community Development, in accordance with the following standards:

- (a) *Highway 101 Corridor or within 500 Feet of Highway 101 – Minimum Sidewalk Development Standards.* Sidewalks shall be constructed consistent with the City and County Design Standards, 1995 Edition, as amended. Where sidewalk depths of adjacent properties are inconsistent, a

transition area shall be provided to avoid hazardous conditions, as approved by the County Engineer (or his/her designee).

- (b) *Other Roads – Minimum Sidewalk Development Standards.* For development more than 500 feet from the right-of-way of SR 101 and abutting roads indicated in Figure 10-2 of the CFP as requiring sidewalks, the owner of the subject property shall dedicate to the County right-of-way, all area abutting the County roadway to a width sufficient to accommodate road improvement and maintenance needs as determined by the County Road Engineer, and a minimum six feet to accommodate sidewalk/pedestrian facilities.
- (c) *Trails – Minimum Trail Development.* For development abutting or containing land indicated in Figure 10-2 of the CFP as requiring trails, the owner of the subject property shall dedicate to the County right-of-way all area along the designated trail to a width of 10 feet to the County right-of-way for pedestrian facilities.
- (d) In review of site plans for sidewalk and trail facilities, the County Road Department and Department of Community Development shall consider the location of existing pedestrian facilities, the topographic and geographic setting of the subject parcel in relation to adjacent parcels, available space sufficient to accommodate pedestrian facilities, and the character of the vicinity of the subject property. The purpose of this review shall be to ensure pedestrian facilities are designed and developed consistently, safely, and provide for logical connectivity to other pedestrian facilities and community features.
- (6) *Signage.* Signs shall comply with the standards set forth in Chapter 33.57 CCC, Sign Requirements.
- (7) *Site Planning.* Commercial, industrial, mixed use, duplex, and multifamily developments shall provide:
 - (a) Compliance with CCC 31.03.350, Carlsborg UGA, and the Carlsborg CFP;
 - (b) Safe ingress and egress, and pedestrian and vehicular circulation;
 - (c) Adequate stacking or vehicle queuing room at driveways and street intersections, which shall be based on engineered traffic studies and calculations as required by the County Engineer (or his/her designee);
 - (d) Shared access and circulation to minimize road approaches, where practicable;
 - (e) Off-site traffic controls, devices, or improvements, including traffic signals, intersection improvements, and/or turning lanes as required by the County Engineer, consistent with the Comprehensive Plan;
 - (f) Separation of service vehicle access and parking from customer circulation and parking;
 - (g) Limited use of on-site circulation and parking areas as “cut-throughs”;
 - (h) Design of residential subdivisions, duplex and multifamily developments to orient to public or private streets and to provide pedestrian and vehicular connections to existing nearby neighborhoods and community features. The following standards are required:
 - (i) For developments proposing multiple structures of phased development, all buildings shall face an internal street or other access shall be developed,
 - (ii) Each building shall be provided with direct pedestrian access from a street fronting the building and from established parking areas.

- (8) *Services.* Commercial, industrial, mixed use, duplex, and multifamily developments shall at a minimum include mailboxes, garbage and recycling pickup, pedestrian walkways and parking area lighting. In addition, the following performance standards shall be met:
- (a) Adequate safe pedestrian walkways shall be established within the project, which shall be designed to be in conformance with ADA (Americans with Disabilities Act) regulations.
 - (b) Street lighting shall be provided along walkways adjacent to and within the development. Lighting shall not create glare, and shall be downward facing and/or shielded and directed away from neighboring properties.
 - (c) Security lighting shall be provided in parking and designated outdoor recreation areas. Security lighting shall minimize glare, shall be downward facing and/or shielded, and shall be directed away from neighboring properties.
 - (d) Garbage, maintenance and recycling facilities shall be screened.
 - (e) Pedestrian connections to adjacent development shall be provided, where practicable, in public rights-of-way, or along designated trail corridors.

33.20.070 Minimum residential density standards.

- (1) *Purpose.* The purpose and intent of this section is to establish a process to transition or phase development at urban densities where a full range of urban services is not yet available. It serves to establish an urban residential development pattern over time by protecting land that is needed for urban development when an urban level of service is made available. This process allows low-density development to occur below the desired level in a manner that will not impede the redevelopment of the area when urban services become available.
- (2) *Minimum Residential Density Required.* Proposed residential land divisions must meet the minimum required density standards for the zone classification referenced in Table 33.20.050(2)(A) in which the property is located. The Administrator may approve residential land divisions and development less than the minimum residential density, subject to approval of a phased development, pursuant to Chapter 29.19 CCC, or the shadow plat requirements listed below.
- (3) *Shadow Platting Requirements.* Shadow platting must be used to satisfy the minimum density requirements. The applicant must demonstrate that the proposed development plan would not preclude the provision of adequate access and infrastructure to future development that would allow for the eventual compliance with the density requirement through future redevelopment of the property.
- (a) The shadow plat is drawn to the same specifications of a preliminary plat or short plat showing the lots, blocks, utility corridors, and streets necessary to serve the lots that will be developed at the time of development approval as well as delineating the future lots and the major transportation routes and utility corridors that will be necessary to serve the remainder of the lots that will be developed once urban services are available and re-division is proposed to retain the required urban density.
 - (b) A shadow plat must be submitted and approved prior to any development of the parcel.

- (c) The shadow plat must consider the extension of utilities and future transportation corridors and/or extensions of the existing street network that may be necessary to serve adjacent properties.
- (d) The property may not be further divided until such time as the property is served with water and sewer services.