



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, June 6, 2023 – 10:00 a.m.

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

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

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

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

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

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 May 29

Approval of vouchers 

- 1b. Approval of minutes for the week of May 29

Approval of minutes 

REPORTS AND PRESENTATIONS

ADMINISTRATION

- 2a. Request for waiver of bid / RFP / quote requirement for purchase of a used 2021 Nissan V200 Compact Cargo Van for mobile harm reduction services

Request 

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

- H1. Proposed Clallam County Ordinance repealing and replacing Clallam County Chapter 13.04 - Clallam Bay Sekiu Sewerage Rate Schedule with a new chapter Clallam Bay / Sekiu Sewer System
(Hearing will be continued to Monday, June 12, 2023 at 6 p.m. at Sekiu Community Center)

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 June 5 - 9:

Monday, June 5:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, June 6:

10:00 a.m. Board Meeting

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

Wednesday, June 7:

8:00 a.m. Coffee with Colleen

11:30 a.m. Rail/Trail Luncheon - Jamestown

Thursday, June 8:

1:00 p.m. KONP Radio Show

Friday, June 9:

4:00 p.m. KSQM Radio Show

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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



19
JUN 06 2023

Date of report: May 31, 2023

General	\$89,219.91
Other	\$547,418.47
Total	\$636,638.38

STATE OF WASHINGTON

County of Clallam

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

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF ____ 2023.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

MIKE FRENCH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

May 29 - June 2, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	14,421.33		17.08	
00100.241/291	Commissioners (BOCC)	7,568.50			
19910.291	BOCC - Conservation Futures		122,649.80		
19914.291	BOCC - Veterans Relief		1,755.07		
00100.331-334	Dept. of Community Develop't (DCD)	4,469.62			
00100.871	District Court I	610.66			
00100.881	District Court II	116.00			
11301.511	Health & Human Services (HHS)		16,311.34		
00100.511	HHS - Environmental Health	8,776.31			
00100.513	HHS - Admin	331.15			
11322.511	HHS - Homeless Task Force		14,155.70		
11323.511	HHS - Chem Dep/Mental Hlth		130,273.94		
11324.511	HHS - Affordable Housing		3,567.25		
11331.511	HHS - Developmental Disabilities		40,131.88		
00100.461	Human Resources (HR)	1,291.33			
50401.461	HR - Risk Management		1,163.90		
50501.461	HR - Workers Compensation		46.23		
00100.851	Juvenile Services	7,666.09			
00100.911/912	Parks Fair Facilities (PFF)	6,090.52			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		4,030.13		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		685.00		
30501.911	PFF - Capital Projects		1,606.01		
	Public Works (PW)				
10101.611	PW - Roads		162,912.13		
30401.331	PW - Dungeness Reservoir		31,485.24		
41401.611	PW - Clallam/Sekiu Sewer		3,088.78		
42401.611	PW - Carlsborg Sewer		453.18		
43401.611	PW - Bullman Beach Water System		1,036.59		
50301.611	PW - ER&R (Equip't Rental & Revolving)		10,245.31		
00100.811-815,817	Sheriff	25,539.10		133.32	
00100.816	Sheriff - Jail Medical	1,488.46			
11008.811	Sheriff - OPNET Drug		138.87		
11065.811	Sheriff - OPSCAN Operations		1,609.94		
00100.861	Superior Court	625.53			
00100.891	Superior Court Clerk	9,289.40		419.32	
00100.231	Treasurer	331.45			
12201.231	Treasurer - O&M (Operation & Maintenance)		72.18		
00100.931	WSU Extension	34.74			
Total		88,650.19	547,418.47	569.72	-

Report Reconciliation		Totals			
Total	636,068.66	General Fund	89,219.91		
Final Check Lists	636,068.66	Other	547,418.47		
Difference	-	Total	636,638.38	Use Tax	569.72

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
6/6/2023	CHARM-TEX	0324006-IN	jkoon	415.44	36.56	415.44
6/6/2023	INTAB, INC	194138A	sprice	194.12	17.08	194.12
6/6/2023	JURY SYSTEMS INC	6277	nbotnen02	4,765.00	419.32	4,765.00
6/6/2023	MODERN IMAGING SOLUTIONS	002320316	jkoon	1,099.50	96.76	1,099.50
Totals:				6,474.06	569.72	6,474.06

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000390	COMPLETE LINE, LLC, THE	232160	5/22/2023	MONTHLY PLANNER FOR JO:	25.61	25.61
6/6/2023	0000781	INTAB, INC	194138A	5/15/2023	ELECTION SEALS	194.12	194.12
6/6/2023	0019068	K & H PRINTERS INC	064402	5/24/2023	INSERTS FOR PRIMARY AUG	14,201.60	14,201.60
Sub total for U S BANK:							14,421.33

0.*
 0.*
 0.*
 34.74+
 1,755.07+
 403.63+
 9,289.40+
 625.53+
 1,488.46+
 27,287.91+
 4,578.55+
 31,485.24+
 162,912.13+
 10,245.31+
 12,411.66+
 7,666.09+
 2,501.46+
 213,547.57+
 116.00+
 610.66+
 4,469.62+
 4,475.60+
 125,742.70+
 14,421.33+

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Final Check List
CLALLAM COUNTY

BOCC(1) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0001082	NORTH OLYMPIC LAND TRUS	Mid Valley 2023	5/25/2023	RESOLUTION 55, 2022 MID V/	97,502.80	
			Dungeness Hub	5/25/2023	RESOLUTION 55, 2022 DUNG	25,147.00	122,649.80
6/6/2023	0045731	RODRIGUEZ, JAMES ARTHUR	Jan/May-23	5/25/2023	JAN - MAY 23 SERVICES PER	3,000.00	3,000.00
6/6/2023	0046683	ODP BUSINESS SOLUTIONS	L307346487001	5/25/2023	PAPER, STAPLER	92.90	92.90
Sub total for U S BANK:							125,742.70

InvStat
05/31/2023 12:56:47PM

Invoice Status Report
CLALLAM COUNTY

Bocc (2)

Page: 1

Invoice #	Description	Doc #	Inv Date	Tran Date	Due Date	Orig	Group	Status	Total Amount	Type
DJC 5/05/2023	TYLER ANNUAL CONFERENCE - DEBI	1867405	5/18/2023	6/6/2023	6/17/2023	ap	dcook1	Active	2,003.92	in
	Vendor #: 0004317 COOK, DEBI			Net 30 Days						
RT 5/05/2023	TYLER ANNUAL CONFERENCE - REBECC	1867414	5/18/2023	6/6/2023	6/17/2023	ap	dcook1	Active	2,471.68	in
	Vendor #: 0047087 TURNER, REBECCA			Net 30 Days						
2 Invoices Totaling									4,475.60	

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Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000360	CLALLAM COUNTY ER&R	2023.151E	5/23/2023	INSPECTORS #60 22 MOS @	880.00	880.00
6/6/2023	0000546	EXPRESS SERVICES, INC	29023501	5/17/2023	CE BURKHARDT 3.5 HRS	131.43	
			28993180	5/10/2023	CE BURKHARDT 2.5 HOURS	93.88	225.31
6/6/2023	0001140	OLYMPIC PRINTERS INC	32317	5/17/2023	BD OFFICE SUPPLY	304.64	304.64
6/6/2023	0023816	WARD, JEFF	WARD 4-19-202	5/18/2023	G145 TRAINING WORKSHOP	122.61	
			WARD 4-25-202	5/18/2023	G145 TRAINING WORKSHOP	122.61	245.22
6/6/2023	0044925	A SYSTEMS INTEGRATOR INC	5200	5/10/2023	REVIEW PROGRAM REQUIRE	1,537.78	1,537.78
6/6/2023	0046683	ODP BUSINESS SOLUTIONS	L311585310001	5/9/2023	ADMIN OFFICE SUPPLIES	60.67	60.67
6/6/2023	0048712	GESE, TERRIANNE	REF 11-4-22	5/19/2023	REFUND BPT2022-00989	1,216.00	1,216.00
Sub total for U S BANK:							4,469.62

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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
	6/6/2023	0045725	ABC FORMS LLC	638	5/19/2023 ABC FORMS - ENVELOPES	610.66	610.66
Sub total for U S BANK:							610.66

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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	
	6/6/2023	0000596	FORKS FORUM	2023 Forum	6/6/2023	FORKS FORUM SUBSCRIPTI	116.00	116.00
Sub total for U S BANK:							116.00	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000336	CLALLAM CONSERVATION DISTRICT	NEP21-OSS25	5/8/2023	ONSITE - DOH NEP PIC TASK	996.51	
			NEP21-PIC4	5/8/2023	WATER QUALITY - DOE PIC T	922.82	1,919.33
6/6/2023	0002523	GARCELON, JENNIFER	JG Reimb 5-23-2	5/23/2023	ADMIN - WSEHA CONFERENC	69.00	69.00
6/6/2023	0000769	IDEXX DISTRIBUTION INC	3126390087	4/4/2023	WATER LAB - LAB SUPPLIES	4,521.60	
			3128285812	5/2/2023	WATER LAB - LAB SUPPLIES	601.77	
			3126390086	4/4/2023	WATER LAB - LAB SUPPLIES	325.41	
			3128285813	5/3/2023	WATER LAB - LAB SUPPLIES	175.27	
			3128285811	5/2/2023	WATER LAB - LAB SUPPLIES	104.05	5,728.10
6/6/2023	0046683	ODP BUSINESS SOLUTIONS	L312116539001	5/5/2023	ONSITE - OFFICE SUPPLIES	97.79	97.79
6/6/2023	0001179	PACIFIC OFFICE EQUIPMENT	1121013	4/28/2023	ADMIN - COPIER 10272	182.39	
			1121014	4/28/2023	ADMIN - COPIER 10297	38.89	
			1121012	4/28/2023	WATER LAB - PRINTER 9310	20.37	241.65
6/6/2023	0033217	RADIO PACIFIC, INC	13299-3	4/28/2023	ONSITE - KONP RADIO SPOT	425.00	425.00
6/6/2023	0003985	REED, JANINE	JR Reimb 5-22-2	5/22/2023	ADMIN - WSEHA CONFERENC	73.50	73.50
6/6/2023	0003572	SEQUIM PRAIRIE GRANGE #1	SPG 5-21-23	5/21/2023	WATER QUALITY - MACLEAY	125.00	125.00
6/6/2023	0023815	VREELAND, ROBERT	RV BT 5-11-23	5/11/2023	FOOD - BUSINESS MILEAGE	96.94	96.94
6/6/2023	0046683	ODP BUSINESS SOLUTIONS	L312102469001	5/5/2023	HADM - KLEENEX, BINDER CI	331.15	331.15
6/6/2023	0041598	AMAZON CAPITAL SERVICES, I	1JTY-YQFN-NVI	5/1/2023	HOPS - 9 SILICONE APPLICAT	980.22	980.22
6/6/2023	0000370	CLALLAM TITLE CO	CT RPA 5-24-23	5/24/2023	HOPS - EARNEST MONEY - F	10,000.00	10,000.00
6/6/2023	0000546	EXPRESS SERVICES, INC	28993184	5/10/2023	HOPS - EXTRA HELP EMPLOY	2,181.36	2,181.36
6/6/2023	0042813	LAW, LISA	LL BT 5-22-23	5/22/2023	HOPS - BUSINESS TRAVEL -	75.33	75.33
6/6/2023	0046683	ODP BUSINESS SOLUTIONS	L312094588001	5/5/2023	HOPS - TAPE, POST IT, CASE	90.54	90.54
6/6/2023	0015513	OLYMPIC PENINSULA COMM	L0PCC 5-8-23	5/8/2023	HOPS - HOTEL LEASING AND	2,864.65	2,864.65
6/6/2023	0001508	STERICYCLE, INC	3006478827	5/15/2023	HOPS - SYRINGE DISPOSAL	119.24	119.24
6/6/2023	0000396	CONCERNED CITIZENS	11322-21-CC 4-2	5/16/2023	HTF - A FOOT FORWARD - SM	4,518.07	4,518.07
6/6/2023	0000723	HEALTHY FAMILIES OF CLALL	11322-21-HFCC	5/10/2023	HTF - SAFELY HOME PROJEC	5,183.19	5,183.19
6/6/2023	0026762	THE ANSWER FOR YOUTH	11322-21-BTG 4	5/5/2023	HTF - BRIDGING THE GAP 10	4,454.44	4,454.44
6/6/2023	0025324	CEDAR GROVE COUNSELING	11323-22-23-CG	5/3/2023	CDMH -RECOVERY SUPPORT	1,862.00	1,862.00
6/6/2023	0000353	CLALLAM COUNTY DEPT OF	1stQ2023	5/4/2023	CDMH - HARGROVE SERVICE	58,953.00	58,953.00
6/6/2023	0000363	CLALLAM COUNTY SHERIFF	MHP 1st Quarter	5/8/2023	CDMH - MHP 1ST QUARTER 2	30,854.62	
			1st QTR 2023 M	5/8/2023	CDMH - 1ST QUARTER 2023 I	1,560.65	32,415.27
6/6/2023	0000333	CLALLAM COUNTY SUPERIO	FCCC-TCS Q1 20	4/26/2023	CDMH - THERAPEUTIC COUF	280.51	280.51
6/6/2023	0001509	CORDANT HEALTH SOLUTION	TC-9901210430	4/30/2023	CDMH - LIFT COURT - APRIL	27.05	27.05
6/6/2023	0021279	KITSAP COUNTY HEALTH DIS	KPHD 5-10-23	5/10/2023	CDMH - CDMH SERVICES - AI	2,388.00	2,388.00

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0015513	OLYMPIC PENINSULA COMM	11323-22-23-OP	5/8/2023	CDMH - REDISCOVERY UNFL	11,510.61	11,510.61
6/6/2023	0022463	SEQUIM HIGH SCHOOL	11323-22-23-SH	5/8/2023	CDMH - EDUCATION AND EAF	12,218.75	
			11323-22-23-SH	5/8/2023	CDMH - EDUCATION AND EAF	10,618.75	22,837.50
6/6/2023	0000723	HEALTHY FAMILIES OF CLALL	11324-21-HFCC	5/10/2023	AH - EMERGENCY HOUSING	2,967.25	
			11324-22-HFCC	5/10/2023	AH - EMERGENCY HOUSING	600.00	3,567.25
6/6/2023	0001462	CLALLAM MOSAIC	11331-22-CMP21	5/22/2023	DDD - CLALLAM PARENT TO I	700.00	700.00
6/6/2023	0000396	CONCERNED CITIZENS	1601802	4/30/2023	DDD - MENTORSHIP QA TRAI	10,395.00	
			1601801	4/30/2023	DDD - NEW CI REFERRAL - A	2,000.00	12,395.00
6/6/2023	0000577	FIRST STEP FAMILY SUPPOR	1331-22-FSSP 4	5/11/2023	DDD - SUPPORTED PARENTII	2,277.00	2,277.00
6/6/2023	0001017	MORNINGSIDE INC	S-INV104841	5/10/2023	DDD - NEW CI REFFERAL - AI	4,000.00	
			11331-22-MSEO	5/4/2023	DDD - EYE ON EMPOWERME	2,518.88	
			MS PASD 4-23	5/9/2023	DDD - PASD - APRIL 2023	990.00	
			S-INV104842	5/10/2023	DDD - MENTORING SERVICE	651.00	8,159.88
6/6/2023	0017530	PIERCE JONES & ASSOCIATE	20256	5/18/2023	DDD - NEW CI REFERRAL- AF	8,000.00	
			PJA QVSD 4-23	5/3/2023	DDD - QVSD - APRIL 2023	2,505.00	
			PJA SSD 4-23	5/3/2023	DDD - SSD - APRIL 2023	2,325.00	
			PJA PASD 4-23	5/3/2023	DDD - PASD - APRIL 2023	1,320.00	14,150.00
6/6/2023	0001685	W.I.S.E	10006	4/30/2023	DDD - PROFESSIONAL SERVI	2,450.00	2,450.00
Sub total for U S BANK:							213,547.57

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Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000546	EXPRESS SERVICES, INC	29063762	5/24/2023	INVOICE 29063762	1,163.90	1,163.90
6/6/2023	0001211	PENINSULA DAILY NEWS	PD-584805 23-2	5/24/2023	52 WEEKS ACCT PD-584805	161.20	161.20
6/6/2023	0040001	HILL, MARY ELEANOR	EDEN CONF 23	5/24/2023	ELEANOR HILL - EDEN CONF	1,130.13	1,130.13
6/6/2023	0046683	ODP BUSINESS SOLUTIONS	L312152531001	5/24/2023	312152531001	46.23	46.23
Sub total for U S BANK:							2,501.46

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000023	ADVANCED TRAVEL	6168	5/17/2023	ADV TRVL & UNIFORM REIME	60.00	60.00
6/6/2023	0000628	GALLS LLC	024385931	5/4/2023	UNIFORMS & CLOTHING	111.36	
			024447877	5/10/2023	UNIFORMS & CLOTHING	95.74	207.10
6/6/2023	0002271	JACOBSEN, JODY	051823JJ	5/22/2023	TRVL BUS-REIMB J JACOBSE	118.00	118.00
6/6/2023	0003688	BURNS, KIMBERLY	TKR131	5/20/2023	FOOD	173.85	
			#127	5/13/2023	FOOD	109.24	283.09
6/6/2023	0003697	GOWDY, JEFF	051823JG	5/23/2023	TRVL TRNG-REIMB J. GOWD'	118.00	118.00
6/6/2023	0003702	MCBRIDE, MIKE	052323MM	5/23/2023	TRVL BUS-REIMB M MCBRID	27.13	27.13
6/6/2023	0017787	DAIRY FRESH FARMS INC	8122313919	5/19/2023	DET FOOD	57.78	57.78
6/6/2023	0041605	HOME DEPOT PRO	745718403	5/16/2023	DET SUPPLIES	117.05	117.05
6/6/2023	0046683	ODP BUSINESS SOLUTIONS	L307407691001	5/4/2023	OFFICE SUPPLIES	57.43	57.43
6/6/2023	0048693	UNRUH, ADAM	042723AU	5/17/2023	TRVL/TRNG-REIMB	1.51	1.51
6/6/2023	0048715	ADMIN OFFICE OF THE COUR	052423AOC	5/24/2023	PRO SVCS	6,619.00	6,619.00
Sub total for U S BANK:							7,666.09

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000034	AIR FLO HEATING CO	94619560	5/25/2023	2009FAC CH VAV AIR SYST RI	1,786.50	
			95515049	5/25/2023	2009FAC CH VAV AIR SYST W	462.40	2,248.90
6/6/2023	0000090	ANGELES MACHINE WORKS	177763	5/25/2023	SMPK WELD HANDLE	30.19	30.19
6/6/2023	0000091	ANGELES MILLWORK & LUMB	331836	5/25/2023	2303FG SEC LT PWR WASHE	64.33	64.33
6/6/2023	0000561	FERGUSON ENTERPRISES IN	1539765	5/25/2023	2303FG SEC LT PWR PVC PU	266.13	266.13
6/6/2023	0000677	GRAINGER INC	9711090895	5/25/2023	FG TRAP INSERT DIGITAL CL	404.29	
			9712385153	5/25/2023	CH DOOR HOLDERS	84.04	488.33
6/6/2023	0001198	PART WORKS INC, THE	INV93716	5/25/2023	JAIL PUSH BUTTON ASSMBLY	302.56	302.56
6/6/2023	0001252	PORT ANGELES, CITY OF	48731-101384 4,	5/25/2023	VET UTIL & GARBAGE	377.02	377.02
6/6/2023	0001253	PORT ANGELES SOLID WAST	1124969	5/25/2023	CH DUMP FEE	38.80	
			1125045	5/25/2023	2301CH RSTR JV BLD DUMP I	34.92	
			1125072	5/25/2023	JUV DUMP FEE	28.15	
			1122692	5/25/2023	JUV DUMP FEE	17.92	
			1125281	5/25/2023	SC DUMP FEE	10.00	
			1126541	5/25/2023	JUV DUMP FEE	9.73	139.52
6/6/2023	0001258	PORT ANGELES POWER EQU	98012994	5/25/2023	SMPK ROTARY BLADES	40.16	
			98013162	5/25/2023	CH PREFILTER, FILTER	7.58	
			98013299	5/25/2023	1906CH PULL ROPE FOR PRE	2.72	50.46
6/6/2023	0001331	RAINBOW SWEEPERS INC	45658	5/25/2023	2301CH RSTR JV BLDG FENC	952.00	
			45659	5/25/2023	2302UP RH STRM DMG BRO	644.37	1,596.37
6/6/2023	0001540	SWAIN'S GENERAL STORE IN	312837	5/25/2023	DRA BOX FAN POLY SCR N FE	122.10	
			313152	5/25/2023	JAIL ROLLER CVR BLUE MAS	50.37	
			312940	5/25/2023	CH WASH MITT RAINX PROTI	19.05	
			313063	5/25/2023	JV HILLMAN BOX	14.68	
			313077	5/25/2023	3RD ST HARDWARE FOR BA	4.94	211.14
6/6/2023	0001576	THURMAN SUPPLY	857040	5/25/2023	CH WASHERS JOIN EXT ELB	31.48	
			857081	5/25/2023	2301CH RSTR JV BLD ADAPT	20.13	51.61
6/6/2023	0024320	LEO'S FLOORING	LEO Floor 441.0	5/25/2023	2007FAC SHERIFF CARPET IN	441.00	441.00
6/6/2023	0027135	SHERWIN WILLIAMS INC	5844-8	5/25/2023	2304UP CDJ LODGE PAINT	961.64	
			6035-2	5/25/2023	JAIL PAINT	554.52	1,516.16
6/6/2023	0033438	AHBL INC	138624	5/25/2023	1710CH CH LANDSCAPE COI	685.00	685.00
6/6/2023	0041393	ETA MEDIA INC	561	5/25/2023	FG PROMOTIONAL VIDEO PR	700.00	700.00

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	6/6/2023	0041605	HOME DEPOT PRO	746374271	5/25/2023	DRA BATH TISSUE WIPES SC	1,590.36	
				746600105	5/25/2023	CH BOWL CLNR TOWELS BA	1,050.83	
				747049922	5/25/2023	CH MICROFIBER TOWELS	193.73	
				746374263	5/25/2023	DRA VINEGAR	61.22	2,896.14
	6/6/2023	0046683	ODP BUSINESS SOLUTIONS L311031698001	5/25/2023	ADM COPY PAPER	86.80	86.80	
	6/6/2023	0047167	ADVENTURES NW PUBLISHIN3748	5/25/2023	DRA SC ADVERT SUMMER 23	260.00	260.00	
Sub total for U S BANK:							12,411.66	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000377	PACWEST MACHINERY LLC	20363040	5/17/2023	Rubber Plate - PA 1037	617.00	617.00
6/6/2023	0000772	INDUSTRIAL HYDRAULICS INC	A343400	5/12/2023	Danfoss Motor - PA 413	1,635.75	
			A343493	5/19/2023	Pipe Swivels - PA 112	126.66	1,762.41
6/6/2023	0000848	PAPE KENWORTH NORTHWE	11922332	5/11/2023	Shock Assy - LLC 240	302.99	
			11920824	5/11/2023	Shock Absorber - LC 240	219.29	
			11927770	5/15/2023	Various Screws and Nuts - LC 2	45.09	
			11911320	5/6/2023	Drivel Bolt - PA 206	10.84	578.21
6/6/2023	0000894	LARSCO INC	1114365-01	5/2/2023	Bulk Fuses - PA	422.99	422.99
6/6/2023	0001551	TACOMA SCREW PRODUCTS	140077621-00	5/9/2023	Various Screws, Nuts, and Hos	757.43	
			140078518-00	5/17/2023	Cleaner, Cut Off Wheels - PA	653.60	
			140078198-00	5/15/2023	Bulk Rags - PA	620.16	
			140077902-00	5/10/2023	Bulk MRO Paint - SQ	267.92	
			140077891-00	5/10/2023	Cut Off Wheels - PA	35.17	
			140077622-00	5/9/2023	Vlnyl Grommets - PA	31.42	2,365.70
6/6/2023	0001781	WHITEHEADS AUTO PARTS IN	256225	5/10/2023	Fuils Filters, Oil Filter - LC	275.07	
			256167	5/9/2023	Baldwin Filter - LC	208.84	
			256788	5/16/2023	Degreaser, Sand Kit, MIBK, Lar	162.86	
			256349	5/11/2023	Huydraulic and Oil Filter, Belt- L	155.50	
			256155	5/9/2023	Belts, Fuel Filters - LC	123.89	
			256283	5/10/2023	Air Filters - LC 838	111.66	
			256224	5/10/2023	Powerated Belt - LC 452	100.61	
			257023	5/18/2023	5w30 - LC S348	45.48	
			256375	5/11/2023	MEK MIBK - LC 240	42.51	
			256391	5/11/2023	Wire Clamps - LC 240	30.19	
			256717	5/15/2023	CrimpEndBrush,CupBrushCrim	17.00	
			256065	5/8/2023	Core Deposit Return - LC 131	-143.35	1,130.26
6/6/2023	0017663	ARAMARK UNIFORM SVCS IN	5120246886	5/23/2023	Laundry Services - PA	18.08	
			5120249107	5/25/2023	Laundry Services - SQ	16.34	
			5120248985	5/25/2023	Laundry Services - WE	16.30	50.72

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	6/6/2023	0022435	RACE STREET AUTO PARTS	632809	5/23/2023	Dex/Merc Mercon - PA Stores	404.70	
				630197-23	5/3/2023	V Belts - SQ 453	325.55	
				630399-23	5/4/2023	Fltrs:Air,Hydrylc,Coolant-PA Sto	324.70	
				632018	5/16/2023	Voltave Reducer - PA 336	319.68	
				632852	5/23/2023	Various Filters - PA Stores	140.77	
				633055	5/24/2023	Wiper Blades - PA Stores	137.20	
				630902-23	5/8/2023	Fule Filter Housing - SQ 176	134.87	
				631297	5/11/2023	Air Brake Valves - PA 243	116.37	
				632335	5/18/2023	Fleet Pads - PA 116	99.11	
				631196	5/10/2023	Hose - PA 176	70.49	
				632671	5/22/2023	Spark Plugs - PA 57	62.93	
				632813	5/23/2023	Air Filters - PA Stores	52.22	
				632703	5/22/2023	Spark Plug Boots - PA 57	43.00	
				631296-23	5/11/2023	Brake Pads - PA S311	41.33	
				631104-23	5/10/2023	Emergency Tire Repair Kit - SQ	32.63	
				630306	5/3/2023	Return Credit - PA 112	-94.60	2,210.95
6/6/2023	0023338	CENTRAL WELDING SUPPLY	PT 149202	5/10/2023	Welding Supplies - PA	426.02	426.02	
6/6/2023	0030295	WESTERN PETERBILT INC	032P40502	5/10/2023	Speed Sensors - PA 206	98.33	98.33	
6/6/2023	0042561	ALL BATTERY SALES & SERVI	22075813	5/10/2023	Batteries - SQ 846	381.04	381.04	
6/6/2023	0043469	PETROCARD	0484595-IN	5/11/2023	Tubes - LC	201.68	201.68	
Sub total for U S BANK:							10,245.31	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000091	ANGELES MILLWORK & LUMB	331183	5/11/2023	MAINTENANCE SUPPLIES-SC	629.26	629.26
6/6/2023	0000360	CLALLAM COUNTY ER&R	2023.149E	5/20/2023	04/2023 MONTHLY TRUCK RE	22,645.61	
			2023.139E	5/19/2023	04/2023 RENTAL OF FACILITIES	8,000.00	
			2023.138E	5/19/2023	04/2023 SIGNS USED FROM II	5,219.16	
			2023.141E	5/19/2023	04/2023 ITEMS FROM ER&R II	3,803.60	
			2023.135E	5/19/2023	4/2023 COSTS INCURRED BY	1,881.00	
			2023.140E	5/19/2023	04/2023 GRAVEL USED	1,534.29	43,083.66
6/6/2023	0000546	EXPRESS SERVICES, INC	29023501-10101	5/17/2023	05/08-05/14 EXPRESS EMPLC	4,930.47	
			28993180-10101	5/10/2023	05/01-05/07 EXPRESS EMPLC	3,880.85	8,811.32
6/6/2023	0000594	DECKER CITY HARDWARE, TI	769405	5/10/2023	MAINTENANCE SUPPLIES-LC	57.55	57.55
6/6/2023	0000885	LAKESIDE INDUSTRIES, INC	231185	5/13/2023	LAKESIDE OLY PEN ASPHALT	69,895.86	
			232050	5/20/2023	LAKESIDE OLY PEN ASPHALT	19,592.16	
			231184	5/13/2023	LAKESIDE OLY PEN ASPHALT	12,255.19	
			232051	5/20/2023	LAKESIDE OLY PEN ASPHALT	2,323.12	104,066.33
6/6/2023	0001551	TACOMA SCREW PRODUCTS	140078198-01	5/17/2023	MAINTENANCE SUPPLIES-PA	6.17	6.17
6/6/2023	0001586	TRAFFIC SAFETY SUPPLY CO	INV059566	5/8/2023	MAINTENANCE SUPPLIES-PA	1,428.94	1,428.94
6/6/2023	0017663	ARAMARK UNIFORM SVCS IN	5120246890	5/23/2023	LAUNDRY SERVICE-PA	16.32	
			5120248978	5/25/2023	LAUNDRY SERVICE-LC	16.29	
			5120249104	5/25/2023	LAUNDRY SERVICE-SQ	16.29	48.90
6/6/2023	0037763	IMAGINIT TECHNOLOGIES	IMINV1204104	5/22/2023	FUNDAMENTALS TRAINING -I	1,895.00	
			IMINV1204106	5/22/2023	FUNAMENTALS TRAINING-TV	1,895.00	
			IMINV1204105	5/22/2023	CIVIL 3D TRAINING LAUBACH	990.00	4,780.00
Sub total for U S BANK:							162,912.13

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Final Check List
CLALLAM COUNTY

Public Works (3)

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0036990	ANCHOR QEA LLC	17132	5/25/2023	DUNGENESS RESERVOIR CC	1,236.50	1,236.50
6/6/2023	0043522	WASHINGTON WATER TRUST	2023-04A REVI	5/24/2023	DUNGENESS RESERVOIR CC	30,248.74	30,248.74
Sub total for U S BANK:							31,485.24

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000074	AM TEST, INC.	133492	5/18/2023	SAMPLE TESTING SERVICE-A	500.00	500.00
6/6/2023	0000360	CLALLAM COUNTY ER&R	2023.143E	5/19/2023	04/2023 FUEL USED	47.73	47.73
6/6/2023	0001058	NCL OF WISCONSIN INC	487301	5/15/2023	SUPPLIES WWTP	97.85	97.85
6/6/2023	0001300	PUBLIC UTILITY DISTRICT	22718-040323	4/3/2023	03/02-03/29 410 FRONTIER ST	978.20	978.20
6/6/2023	0020614	WOOD HAWK, INC	2029	5/21/2023	WASTE TRANSFER SERVICE	1,465.00	1,465.00
6/6/2023	0000546	EXPRESS SERVICES, INC	29023501-43401	5/17/2023	05/8-05/14	589.47	
			28993180-43401	5/10/2023	05/01-05/07 EXPRESS BULLM	447.12	1,036.59
6/6/2023	0001300	PUBLIC UTILITY DISTRICT	119587-051523	5/15/2023	04/10-05/09 971 CARLSBORG	453.18	453.18
Sub total for U S BANK:							4,578.55

Sheriff

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0000306	CHARM-TEX	0324006-IN	5/17/2023	INMATE CLOTHING	415.44	415.44
6/6/2023	0000628	GALLS LLC	023662535	2/24/2023	UNIFORM - LIM	39.17	
			023589794	2/17/2023	UNIFORM - LIM	36.38	75.55
6/6/2023	0001165	ORKIN PEST CONTROL INC	243724545	5/23/2023	PEST CONTROL - SLIP POINT	154.20	154.20
6/6/2023	0001540	SWAIN'S GENERAL STORE IN	J62995	5/24/2023	UNIFORM - BROOKS,S	250.00	250.00
6/6/2023	0001641	VERIZON WIRELESS	9935015974	5/15/2023	CELL PHONE SERVICE	4,249.82	4,249.82
6/6/2023	0001828	NIKOLA ENGINEERING INC	48769	5/22/2023	ENDPOINTS - MAY 2023	1,179.20	1,179.20
6/6/2023	0004211	CENTURYLINK	206-T01-0387-M	5/16/2023	DATA CONNECTION	336.06	
			360-457-9044-M	5/14/2023	TELEPHONE SERVICE	69.64	
			360-457-2911-M	5/14/2023	TELEPHONE SERVICE	69.64	
			206-Z14-0050-M	5/14/2023	TELEPHONE SERVICE	69.06	544.40
6/6/2023	0020819	7 CEDARS CASINO, FOOD & BEV	EEO#: 1-11265	5/25/2023	ASSORTED SNACK ITEMS AN	1,828.05	1,828.05
6/6/2023	0021386	STAPLES ADVANTAGE	3538024173	5/13/2023	OFFICE SUPPLIES	212.16	
			3538024172	5/13/2023	OFFICE EQUIPMENT	152.31	364.47
6/6/2023	0033486	LN CURTIS & SONS INC	INV687157	3/20/2023	UNIFORM - CLERICI, DAHL, H	10,944.19	
			INV683314	3/8/2023	UNIFORM - HERRERA	1,863.74	
			INV702453	5/8/2023	UNIFORM - WOOD	1,563.46	
			INV605893	6/17/2022	UNIFORM - MONTEZ	1,374.14	
			INV694873	4/13/2023	UNIFORM - EDWARDS	300.29	
			INV698824	4/26/2023	UNIFORM - ANDERSON,C	300.29	
			INV698402	4/25/2023	UNIFORM - WOOD	300.29	
			INV656630	12/7/2022	UNIFORM - MIDDLEKAUFF	300.29	
			INV686760	3/17/2023	UNIFORM - WOOD	28.21	16,974.90
6/6/2023	0037246	MITCHELL, KAREN	052323	5/23/2023	MILEAGE FOR PROJECT LIFE	37.99	37.99
6/6/2023	0046683	ODP BUSINESS SOLUTIONS	L313139313001	5/16/2023	OFFICE SUPPLIES	114.39	114.39
6/6/2023	0048062	MODERN IMAGING SOLUTION	002320316	5/12/2023	NITRILE GLOVES S, M, XL	1,099.50	1,099.50
Sub total for U S BANK:							27,287.91

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0001453	K BEN SKERBECK DDS PS, PE	5.16.23 SKERBE	5/25/2023	INMATE MEDICAL	803.00	803.00
6/6/2023	0025115	RADIA INC PS	ZAPI9PH	5/25/2023	INMATE MEDIAL	16.51	
			ZAPWYJ4	5/25/2023	INMATE MEDICAL	7.38	
			ZAPNNK3	5/25/2023	INMATE MEDICAL	4.86	28.75
6/6/2023	0041537	MCKESSON MEDICAL-SURGI	20649260	5/16/2023	INMATE MEDICINE	167.90	
			20647195	5/15/2023	INMATE MEDICINE	91.94	
			20620242	5/8/2023	INMATE MEDICINE	85.38	
			20620243	5/8/2023	INMATE MEDICINE	58.98	
			20644249	5/15/2023	INMATE MEDICINE	52.58	
			20634355	5/10/2023	INMATE MEDICINE	30.84	
			20644411	5/15/2002	INMATE MEDICINE	28.39	516.01
6/6/2023	0048022	SOUND INPATIENT PHYSICIAN	ZAPJ8QK	5/25/2023	INMATE MEDICAL	46.90	
			ZAPTWO1	5/25/2023	INMATE MEDICAL	46.90	
			ZAPTWO3	5/25/2023	INMATE MEDICAL	46.90	140.70
Sub total for U S BANK:							1,488.46

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0048697	BENTON, HEAVON	BEN1867952	6/6/2023	22-7-00249-05/250-05-FINK/ST	110.61	110.61
6/6/2023	0048698	VELASCO, DIANA	VEL1867953	6/6/2023	22-7-00249-05/250-05-FINK/ST	21.31	21.31
6/6/2023	0048699	BOYD, DAVION	BOY1867954	6/6/2023	22-7-00249-05/250-05-FINK/ST	31.57	31.57
6/6/2023	0048700	WOODWARD, SARAH	WOO	6/6/2023	22-7-00249-05/250-05-FINK/ST	11.70	11.70
6/6/2023	0048701	TROWBRIDGE, DARYL	TRO1867956	6/6/2023	22-7-00249-05/250-05-FINK/ST	11.70	11.70
6/6/2023	0048702	COX, AUSTYN	COX	6/6/2023	22-1-00367-05-PETERSON-WI	30.96	30.96
6/6/2023	0048703	LYNCH, SCARLETT	LYN1867958	6/6/2023	22-1-00367-05-PETERSON-WI	10.00	10.00
6/6/2023	0048704	ROBINS, BRAYDEN	ROB1867959	6/6/2023	22-1-00367-05-PETERSON-WI	156.33	156.33
6/6/2023	0048705	PATEL, CHIRAG	PAT1867960	6/6/2023	22-1-00367-05-PETERSON-WI	11.05	11.05
6/6/2023	0048706	KUNKEL, TOMMY	KUN1867988	6/6/2023	22-8-00052-05-HAGGERTZ-WI	199.64	199.64
6/6/2023	0048707	KUNKEL, JAMES	KUN1867987	6/6/2023	22-8-00052-05-HAGGERTZ-WI	20.00	20.00
6/6/2023	0048708	PIONTEK-WALSH, AUTUMN	PIO1867989	6/6/2023	23-7-00029-05-POWLESS-WIT	10.66	10.66
Sub total for U S BANK:							625.53

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Final Check List
CLALLAM COUNTY

Clerk

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0005313	JURY SYSTEMS INC	6277	5/25/2023	JURY + ANNUAL MANT RENE	4,765.00	4,765.00
6/6/2023	0039627	HYLAND LLC	LE01-304277	5/25/2023	EAC CONTRIBUTE 82 USERS	264.04	264.04
6/6/2023	0048348	WHEELER, WILLIAM	98-1-00228-9	5/25/2023	BLAKE LFO REFUND	3,242.32	3,242.32
6/6/2023	0048719	DORRELL, CHRISTOPHER	06-1-00038-1	5/25/2023	BLAKE LFO REFUND	140.99	
			13-1-00412-6	5/25/2023	BLAKE LFO REFUND	66.00	206.99
6/6/2023	0048720	DEMOTT, WENDE	09-1-00166-8	5/25/2023	BLAKE LFO REFUND	811.05	811.05
Sub total for U S BANK:							9,289.40

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Final Check List
CLALLAM COUNTY

Treasurer

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
6/6/2023	0030587	B&H PHOTO VIDEO	212633463	5/24/2023	COMPUTER MONITOR	307.45	307.45
6/6/2023	0040381	ACI PAYMENTS INC	1000093078	5/24/2023	ONLINE PAYMENT RETURNS	24.00	24.00
6/6/2023	0041157	WHITE, JENNIFER	0523 LEG WHIT	5/24/2023	LEGISLATIVE MEETING MILE	72.18	72.18
Sub total for U S BANK:							403.63

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Final Check List
CLALLAM COUNTY

Veterans

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	POE 5/24/23	5/24/2023	VET CENTER PRINTER	232.03	232.03
5/24/2023	0020849	U S BANK	HJ6311 5/24/23	5/24/2023	FOOD	150.00	
			MR0685 5/24/23	5/24/2023	FOOD	150.00	
			MG9761 5/24/23	5/24/2023	FOOD	150.00	
			TB7322 5/24/23	5/24/2023	FOOD	150.00	
			WD2380 5/24/23	5/24/2023	FOOD	150.00	
			AT4817 5/24/23	5/24/2023	FOOD	100.00	
			GA1302 5/24/23	5/24/2023	FOOD	100.00	
			RA5095 5/24/23	5/24/2023	FOOD	100.00	
			SG3392 5/24/23	5/24/2023	FOOD	100.00	
			UA6931 5/24/23	5/24/2023	FOOD	100.00	
			WS7621 5/24/23	5/24/2023	FOOD	100.00	1,350.00
5/24/2023	0046683	ODP BUSINESS SOLUTIONS	LODP 5/24/23	5/24/2023	OFFICE SUPPLIES	173.04	173.04
Sub total for U S BANK:							1,755.07

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Final Check List
CLALLAM COUNTY

WSU Ext

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	6/6/2023	0048711	MCCARTY, DANIEL	51723	6/6/2023	SAFEWAY	34.74	34.74
Sub total for U S BANK:							34.74	



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of May 29 – June 2, 2023

1b
JUN 06 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, May 30, 2023. Present were Commissioners Johnson and French and Deputy Administrator Reyes. Commissioner Ozias and Administrator Sill were excused.

Items of discussion per the agenda published May 25 were:

- Calendar/Correspondence
- Request for waiver of bid / RFP / quote requirement for purchase of a used 2021 Nissan V200 Compact Cargo Van for mobile harm reduction services
- Discussion and next steps on funding for maintaining programs and investments for Consolidated Homeless Grant to Serenity House of Clallam County
- Pre-application questionnaire with FEMA for Hazard Mitigation Grant Program
- Presentation regarding Dungeness Reservoir Project

Meeting concluded at 9:38 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, May 30, 2023. Also present were Commissioner French and Deputy Administrator Reyes. Commissioner Ozias and Administrator Sill were excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CMFm to adopt the agenda as presented, CRJs, mc

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on item 3b
- Tammy Dziadek, Port Angeles, commented on Power Plant and TCB 23 – Elwha River

CONSENT AGENDA

- 1a Approval of vouchers for the week of May 22
- 1b Approval of payroll for the period ending May 15
- 1c Approval of special payroll for the period ending May 17
- 1d Approval of minutes for the week of May 22

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

REPORTS AND PRESENTATIONS

- CMF commented on Economic Development Council Board Meeting
- CRJ commented on Memorial Day, Timber Counties Caucus Meeting,

CONTRACTS AND AGREEMENTS

- 2a Agreement amendment 12 with Department of Health for Infectious Disease Prevention Services-SSP, Injury & Violence Prevention Overdose Data to Action, Office of Immunization COVID-19 Vaccine, OSS LMP Implementation, and Zoonotic Disease Program

ACTION TAKEN: CMFm to approve, CRJs, mc

- 2b Contract Amendment A with Washington State Department of Commerce for Multi-Jurisdictional Gang-Drug Task Force

ACTION TAKEN: CMFm to approve, CRJs, mc

- 2c Agreement amendment 11 with Shannon & Wilson, Inc. for Lower Dungeness River Floodplain Project

ACTION TAKEN: CMFm to approve, CRJs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of May 29 – June 2, 2023
Page 2

ADMINISTRATION

3a Resolution reappointing David Colthorp and Lawrence Dempsey to the Port Crescent Pioneer Cemetery Advisory Board

ACTION TAKEN: CMFm to adopt, CRJs, mc

3b Verbal approval to move forward with the Clallam County Fair Beer Garden

ACTION TAKEN: CMFm to approve moving forward with Clallam County Fair Beer Garden, CRJs, mc

PUBLIC WORKS

4a Call for hearing to be held Tuesday, June 27 at 10:30 a.m. regarding a proposed vacation of a portion of Hermison Road

ACTION TAKEN: CMFm to issue notice, CRJs, mc

BUDGET

5a Resolution adopting the following Budget Revisions:

Sheriff – Jail

- Contracted costs for Norpoint Services to provide courthouse security for the month of March 2023/\$18,865
- Contracted costs for Norpoint Services to provide courthouse security for the month of April 2023/\$20,433

BOCC – Operations – Reallocation of funds for Express Personnel expenses for training newly hired BOCC Analyst/\$13,300

Auditor - To move budget from wages/benefits to Personnel Services to cover temporary replacement for vacated staff positions in Finance, Recording and Licensing/\$9,076

Auditor – Document Preservation – To move budget from wages/benefits to Personnel Services to cover temporary replacement for vacated staff positions in Document Preservation/\$5,950

HHS – Environmental Health – Funding for the replacement of office furniture in the environmental health permit center/\$50,000

NonDept – American Rescue Plan Act – Reallocation of ARPA funding for the ARPA Retention Recruitment Bonus Program which now includes Deputy Prosecuting Attorneys, Nurses and Juvenile Corrections Officers/\$134,200

ACTION TAKEN: CMFm to adopt, CRJs, mc

5b Resolution adopting the following Supplemental Appropriations:

HHS – Environmental Health

- FPHS funding to pay for overtime costs to staff members working on the permit center transfer project/\$50,000
- FPHS Water System funding to pay for operations of the water lab/\$38,000
- Receipt of revenue from Department of Ecology for providing services in the Pollution Identification and Control Area/\$35,168

HHS Operations – Receipt of revenue from Department of Commerce for providing services for housing needs/\$150,000

Noxious Weed Control – Addition Title II funds will be received for seasonal help, field supplies and equipment/\$17,000

Parks & Facilities – REET 2 – Washington State Department of Commerce grant funding for the Electric Vehicle Charging Stations project/\$67,890

ACTION TAKEN: CMFm to adopt, CRJs, mc

5c Resolution adopting the following Budget Reductions:

Sheriff – Operations - Reduction of Sheriff Operations budget to increase the Sheriff OPNET budget for part of the German Building lease (1 of 2)/\$9,800

ACTION TAKEN: CMFm to adopt, CRJs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of May 29 – June 2, 2023
Page 3

PUBLIC COMMENT

- Nils Andermo, Port Angeles, commented on Power Plant and TCB 23 – Elwha River
- David Mattern, Port Angeles, commented on Power Plant and TCB 23 – Elwha River

HEARING(S)

H1 Consideration of resolution adopting the following Debatable Emergencies:

Sheriff – OPNET Drug – Reduction of Sheriff Operations budget to increase the Sheriff OPNET budget for part of the German Building lease (2 of 2)/\$9,800

Superior Court

- Washington Citizens' Commission on Salaries pay increase for judicial officers as of July 1, 2023/\$17,959
- Current regular time and benefits for Superior Court employees and conversion of Family Juvenile Court Improvement Plan Coordinator position from parttime to fulltime/\$69,908

Parks & Facilities – REET 2

- The Phone System Upgrade project was not completed in 2022 and is carried over into 2023 (1 of 2)/\$177,423
- Additional funds needed to cover the unanticipated bid proposal amount that exceeds the amount covered by grant funds and the current REET 2 budget/\$50,000

Information Tech – Capital Projects - The Phone System Upgrade project was not completed in 2022 and is carried over into 2023 (2 of 2)/\$177,423

NonDepartmental – Funding for a one-time Washington Association of Counties (WSAC) Special Assessment supporting the National Center for Public Land Counties (The Center)/\$25,107

- Reyes read the agenda item into the record

ACTION TAKEN: CMFm to open the public hearing, CRJs, mc

- CRJ noted no one provided testimony

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

PUBLIC COMMENT

- Teresa Sesma-Meyers, Port Angeles, commented on Power Plant and TCB 23 – Elwha River
- Ed Chadd, Port Angeles, commented on Power Plant and TCB 23 – Elwha River

The meeting concluded at 10:46 a.m. and continued to 9 a.m., Monday, June 5, 2023.

There are no Zoom chat logs for the week of May 30.

The Board of Commissioners attended Coffee with Colleen and Housing Solutions Committee Meeting during the week of May 30.

PASSED AND ADOPTED this 6th day of June 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded



2a
JUN 06 2023

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** May 30, 2022

REGULAR AGENDA ☒ **Meeting Date:** June 6, 2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Health and Human Services Department is requesting to utilize funds from Foundational Public Health Services to purchase a used 2021 Nissan Compact Cargo Van for Health and Human Services.

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

Due to market conditions, the inventory shortage of vehicles are at low levels, and Washington State Department of Enterprise Services was not able to provide a vehicle until Fall of 2023. The decision to search for a used vehicle was an option to secure a vehicle before the grant funding expired (June 2023).

Attached is the quote from Wilder Automotive & Request for Waiver.

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?)
Support staff's request.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: May 24, 2023

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

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

Wilder Automotive Waiver - Work Session
Revised: 3-04-2019



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

Department: **Health and Human Services**

Date: May 24, 2023

Contract Number: 11301-23-WA

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

Goods or Services to be Purchased: Used 2021 Nissan NV200 Compact Cargo Van. The van will be used for mobile harm reduction services.

Cost of Purchase: \$32,936

Vendor to be Awarded Contract:

Wilder Auto

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

By: 
County Official Signature

Approved this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Wilder Auto

You Can Count On Us!

☒ Wilder Auto Center | 53 Jetta Way | Port Angeles, WA 98362
☐ Wilder Toyota Scion | 43 Jetta Way | Port Angeles, WA 98362
☐ Wilder RV | 1536 East Front Street | Port Angeles, WA 98362

360-452-3888
 800-927-9395
 www.wilderauto.com

BUYER **Clallam County Health And Human Services**
 ADDRESS **111 E 3rd St**

RES. PHONE (**(360)417-2523**)
 CITY **Port Angeles** COUNTY _____ STATE **WA** ZIP **98362**

BUS PHONE (_____)
 ZIP **98362**

STOCK NO.	YEAR	NEW	USED	COLOR	MAKE	MODEL	VIN NUMBER
C9642A	2021		☒		Nissan	NV200 Compact	3N6CM0KN3MK694043
Title Brands/Comments (if applicable):				REBUILT	JUNK	SALVAGE/REBUILT	DESTROYED
							OTHER

LICENSE NO. WA: 0	TAB: 0	EXP: 0
ODOMETER READING	19,664	

NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE:
 _____ an "on/off switch" has been installed on the airbag(s)
 _____ the airbag(s) have been deactivated

A. USED VEHICLE TRADE-IN		
YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS		

B. SECOND VEHICLE TRADE-IN		
YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS		

Gross trade-in allowance for (A)	\$	N/A
Less estimated balance owed on (A)	\$	N/A
Gross trade-in allowance for (B)	\$	N/A
Less estimated balance owed on (B)	\$	N/A
*ESTIMATED NET ALLOWANCE ON TRADE-IN(S):	\$	N/A

(carry over to line 6)
 *Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall, at the option of the Dealer, be added to the total cash price of the vehicle and shall be paid to the dealer on request or added to the amount being financed.

X
 SIGNATURE (DO NOT INITIAL)

1. BASE PRICE OF VEHICLE	29,903.00
2. DEALER ADDED OPTIONS:	N/A N/A N/A N/A N/A N/A
3. BASE PRICE OF VEHICLE AND OPTIONS (1 PLUS 2)	29,903.00
4. ESTIMATED Vehicle Excise Tax, License, Title and Registration Fees, Bank Title Lien Release Fee \$ (including \$3.00 Arbitration Fee on New Cars) (\$2.50 Dealer Administrative Fee)	171.50 171.50
5. DOWN PAYMENT (Not receipt for cash received.)	(A) CASH N/A (B) REBATE N/A
6. ESTIMATED Net Trade-In Allowance	N/A
7. TOTAL CREDITS (5 + 6)	N/A
8. SALES TAX [Calculated on the difference between Cash Price of Vehicle and Options (Line 3 above) and Gross Trade-in Allowance]	2,661.37
9. DOCUMENTARY SERVICES FEE	200.00
10. SERVICE CONTRACT	N/A
11. MAINTENANCE CONTRACT	N/A
12. SALES TAX [For Service Contract and/or Maintenance Contract]	N/A
13. INSURANCE (Life, Disability, etc.)	N/A
14. OTHER	N/A N/A
15. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 8 + 9 + 10 + 11 + 12 + 13 + 14)	32,935.87
16. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (15 - 7)	32,935.87
17. UNPAID BALANCE - AMOUNT FINANCED (15 - 7)	32,935.87

FINANCING CONDITION IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS BUYER'S ORDER (COLLECTIVELY, THE "AGREEMENT"), THE AGREEMENT IS BINDING UPON EXECUTION. PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE BUYER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE BUYER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES BUYER OF SUCH DISAPPROVAL, THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 6 ON THE REVERSE SIDE HEREOF.

ARBITRATION PROVISION THIS ARBITRATION PROVISION GREATLY AFFECTS YOUR LEGAL RIGHTS IN ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY BEFORE SIGNING. YOU OR WE SHALL, SUBJECT TO THE TERMS HEREOF, HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

All disputes between the Parties and/or their designees ("Parties"), whether in contract, tort or otherwise - including the interpretation and scope of this provision, and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, that arise out of or relate to this Agreement or any resulting transactions shall, at your or our election, be resolved by neutral, binding arbitration, and not by a court action, in accordance with the laws of the State of Washington. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the Parties do not agree on a single arbitrator within ten (10) days following demand therefore, then the arbitrator shall be appointed by Washington Arbitration & Mediations Service. The Parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either, and that any dispute between the Parties will not be heard and decided by a judge or jury.

You are responsible for the cost of the arbitration filing fee up to the amount of the filing fee for Superior Court. We will pay any balance of the arbitration filing fee in excess of that amount, and are also responsible for paying any arbitration costs you would not otherwise be responsible for had you filed your claim in Superior Court. We are not required to pay any costs or fees you would otherwise be required to pay had you filed your claim in Superior Court, including but not limited to: deposition fees, expert and fact witness fees, attorney's fees (not otherwise recoverable as specifically provided for but limited by statute), reproduction costs, and costs related to electronic discovery. The arbitrator's decision and/or award shall be final and binding on all parties, and may be sued upon or enforced in any court of competent jurisdiction.

You and we retain the right to self-help remedies, such as repossession, and the right to seek remedies in either bankruptcy court or small claims court for disputes within those courts' jurisdiction, unless such action is transferred, removed, or appealed to a different court. This clause shall survive any termination, payoff, or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

By setting forth his or her initials, Buyer acknowledges that this Buyer's Order contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER _____ CO-BUYER _____

BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF, THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HERewith, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM OF THE VEHICLE IS ALSO A PART OF THIS ORDER AND OVERRIDES ANY CONTRARY PROVISIONS OF THIS ORDER.

5/23/2023

WILDER AUTO

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888.877.0037

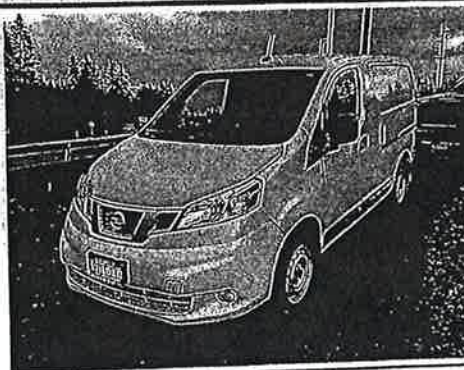
8000 Hwy 101, Ste 100

Don't miss out on the special price!

HOME TOYOTA SCION HONDA NISSAN VOLKSWAGEN CHRYSLER JEEP DODGE RAM WILDER RV

exclusively for Clallam County

By: Lauren Decker



May 22, 2023

VEHICLE INFORMATION

STOCK # C9642A

VIN # 3N6CM0KN3MK694043

MILEAGE 19490

ENGINE 2.0

TRANS. Automatic

YEAR 2021

MAKE Nissan

MODEL NV200 Compact Cargo

STYLE I4 SV

COLOR

Kelley Blue \$31,024.00

Internet Price \$29,903.00

Trade Value \$0.00

Factory Cash \$0.00

+ Tax \$2,661.37

Documentary Fee \$200.00

+ Payoff \$0.00

+ Fees \$171.50

Balance Due \$32,935.87

VEHICLE EQUIPMENT LIST

4-Cyl 2.0 Liter	Bluetooth Connection
ABS (4-Wheel)	Camera: Backup/Rear
Air Bags (Side): Front	Cruise Control
Air Bags: Dual Front	Daytime Running Lights
Air Bags: Head Curtain	FWD
Air Conditioning	Hill Start Assist
Alarm System	Keyless Entry
AM/FM Stereo	Power Door Locks
Automatic CVT w/Xtronic	Power Steering
Auxiliary Audio Input	Power Windows

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

Clallam County Acceptance

Dealer Signature



HI

AGENDA ITEM SUMMARY

JUN 06 2023

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

Department: PUBLIC WORKS

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 6/06/23**

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 has been tasked with creating an ordinance for the Clallam Bay/Seki Sewer System to capture all users of the utility. Furthermore, the goal of this ordinance is to create fair and equitable charges for use of the sewer system. This ordinance will repeal and replace the existing ordinance (CCC 13.04) in its entirety. The proposed ordinance is a comprehensive ordinance including definitions, connection requirements, user fees, permit requirements, system use regulations, and other sections common to utility system management, use, operations, and maintenance. The process of creating the new ordinance has involved input and collaboration with the Clallam Bay/Seki Sewer Advisory Committee. During the April 19th, 2023 Sewer Advisory Committee meeting, the committee voted to recommend presenting the new ordinance to the BOCC for adoption. Adoption of this proposed ordinance will result in a larger base of paying system users increasing funding for system operation and thereby reducing the burden on the county general fund. It will also provide for better information needed for planning future system needs in operation, maintenance and funding opportunities for required facility improvements.

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?** ☐

Ordinance adoption will result in additional revenue for operation of the Clallam Bay/Seki Sewer Systems

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

The department recommends the BOCC approve and adopt the proposed ordinance.

County Official signature & print name: Ronald Garcelon 

Name of Employee/Stakeholder attending meeting: Steve Gray & Ronald Garcelon

Relevant Departments: PUBLIC WORKS

Date submitted: Wednesday, May 31, 2023

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

4a
MAY 16 2023

PUBLIC HEARING

Proposed Clallam County Ordinance

*Repealing and replacing Clallam County, Chapter 13.04 – Clallam Bay/Seki Sewerage Rate Schedule
With a new chapter "Clallam Bay/Seki Sewer System"*

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, June 6th, 2023 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. A continued public hearing will be conducted on June 12th, 2023 at 6:00pm in the Sekiu Community Center. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

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

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

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Ordinance replacing CCC 13.04 Clallam Bay/Seki Sewerage Rate Schedule

SUMMARY OF PROPOSED CHANGES:

- Section 1. Section .010, General Provisions, is created
- Section 2. Section .020, Definitions, is created
- Section 3. Section .030, Connection requirements, is created
- Section 4. Section .040, Sewer connection permits, is created
- Section 5. Section .050, Sewer system use regulations, is created
- Section 6. Section .060, Sewer maintenance regulations, is created
- Section 7. Section .070, Repair and construction regulations, is created
- Section 8. Section .080, Side sewer regulations, is created
- Section 9. Section .090, Administration and Enforcement, is created
- Section 10. Section .100, Developer reimbursement, is created
- Section 11. Section .110, Sewer user fees, is created
- Section 12. Section .112, Repeal of prior fees, is created
- Section 13. Section .112, Repeal of prior fees, is created
- Section 14. Section .114, Effective date, is created



Publish: Friday, May 19th, 2023 & Friday, May 26th, 2023(PDN)
Thursday, May 25, 2023 & Thursday, June 1, 2023 (Forks Forum)

Bill: Clallam County Public Works

Loni Gores, MMC, Clerk of the Board

Ordinance _____

An ordinance repealing CCC 13.04 (Clallam Bay/Seki Sewerage Rate Schedule) in its entirety and replacing it with a new chapter of the Clallam County Code concerning regulation and administration of the Clallam Bay Seki sewer system, titled "Clallam Bay/Seki Sewer System".

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Section .010, General Provisions, is created to read as follows:

(1) Purpose. The purpose of this chapter is to provide regulatory requirements for the use of the Clallam Bay Seki sewer system and administrative procedures for management of the Clallam Bay Seki sewer system as a utility of Clallam County established pursuant to RCW 36.94.

(2) Minimum standards. The requirements of this chapter are declared to be minimum standards and shall not be construed to prevent the enforcement of more stringent standards imposed by other ordinances, or by the authority of state law.

(3) Connection permit, and user fees established. This chapter sets forth the requirements, procedures, permit fees, connection fees, and monthly user fees for users of the Clallam Bay Seki sewer system.

(4) Severability. If any section of this division is adjudged to be invalid, such adjudication shall not affect the validity of the remaining portions.

Section 2. Section .020, Definitions, is created to read as follows:

Words and phrases used in this chapter, unless contrary to or inconsistent with the context, shall mean as follows:

(1) "Accessory Dwelling Unit" or "ADU" means a separate dwelling unit, containing habitable space, bathroom(s), and a kitchen, with a single-family dwelling or a separate structure associated with a single-family dwelling which is incidental and subordinate to the primary residential use of the property.

(1) (a) Detached. Those accessory dwelling units that are lawfully constructed within existing outbuildings, or stand alone, where the ADU does not share a common wall with the primary dwelling unit.

(1) (b) Attached. Those accessory dwelling units that share a common wall or floor/ceiling with the primary dwelling unit and do not meet the definition of a detached accessory dwelling unit.

(2) "Authorized side sewer contractor" means a person having appropriate license, bond, insurance, as well as skills and abilities to do work incidental to the construction or repair of side sewers.

(3) "Base rate" means the fixed portion of the monthly user fee that does not vary with the amount of water usage.

(4) "Clallam Bay Seki sewer system" or "sewer system" or "public sewer system" means the Publicly Operated Treatment Works owned by Clallam County, including all present and future public interceptors' sewers, treatment plants, pump stations, outfalls, force mains, trunk lines, sewer mains, sub-mains, laterals, and appurtenances, easements, and rights of way, located in the Clallam Bay Seki Urban Growth Area, and the sewer lines connecting this system.

- 5) "Clallam Bay Sekiu general sewer plan" means the most recent "Clallam Bay Sekiu General Sewer/Wastewater Facilities Plan".
- (6) "Clean out" means a capped vertical structure connected in line with a side sewer or sewer main intended to be used only for flushing or other maintenance of that line.
- (7) "Change of ownership" means any change that results in more than 50 percent new ownership or new individuals in control of a property, as reflected in a deed of trust, quit claim deed, purchase agreement, or other legally binding ownership document filed with the County Auditor.
- (8) "Commercial use" means any premises devoted primarily to the wholesaling or retailing of a product or service for the purpose of generating an income or profit.
- (9) "Consumption fee" means the portion of the monthly user fee that is based on the amount of water consumed by each user as reported by the local water utility.
- (10) "County" means Clallam County.
- (11) "County inspector" means any employee of the County Public Works Department designated by the Director to inspect sewer facilities pursuant to this chapter.
- (12) "Cover" means the depth of material between the top crown of the sewer pipe or drain and the finished grade immediately above it.
- (13) "Department" means Clallam County Public Works Department.
- (14) "Developer" means a property owner or their agent that is proposing property improvements that will trigger the provisions of the chapter.
- (15) "Director" means the Public Works Director or designee, of the County Public Works Department.
- (16) "Downspout" means a pipe which conveys water from the roof of a building to control structure or roadside drainage.
- (17) "Dwelling" or "Dwelling Unit" means any building or any portion thereof which is intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes having independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, sanitation and including accessory structures and improvements.
- (18) "Equivalent residential unit" or "ERU" means a water service connection typical of a residential unit, consisting of a three-fourths inch or one-inch diameter service line with a five-eighths-inch meter.
- (19) "Footing drain" means an open joint or perforated pipe located near the foundation of a building, intended to intercept and carry underground storm or drainage water away from the structure.
- (20) "Force main" means a pressurized pipe conveying sewage from one or more side sewers.
- (21) "Food Waste" means putrescible waste from the harvest, preparation, cooking and dispensing of food, and from the handling, storage, and sale of produce.
- (22) "Properly shredded food waste" means food waste that has been shredded to such a degree that it will be carried or suspended freely under flow conditions normally prevailing in public sewers, with no particle larger than three-eighths of an inch in any dimension.
- (23) "Industrial waste" means a liquid, solid or gaseous substance, or combination thereof, resulting from any process of industry, manufacturing, food processing, business, trade or research, including the development, recovering or processing of natural resources and including garbage, but distinguished from sanitary sewage or storm drainage.
- (24) "LID" means a Local Improvement District established by the County.

(25) “Initial sewer connection” means the first sewer connection to a side sewer which serves a property interest thereon regardless of whether the property interest is owned or leased, and which is to be connected to and served by the sewer utility. The intent of this definition is to make clear that if there are multiple separate and distinct property interests located on a single legally defined lot the first connection to each distinctly held property interest is to be deemed to be an initial sewer connection. The “Initial sewer connection” may serve the following types of facilities, including but not limited to, Single Family Dwelling, Park Model or RV.

(26) “Lateral” or “sewer lateral” means that portion of a side sewer that is on public property and is publicly owned.

(27) “Mobile Home Park” means a lot or parcel of land occupied by two or more mobile homes on a rent or lease basis and approved by Clallam County pursuant to County regulations.

(28) “Natural outlet” means a watercourse, pond, lake, stream, river, ditch, or other body of surface water.

(29) “New development” means any development, redevelopment, or change of use of property that would necessitate either provision of a new sewer service or an expansion or upgrade of an existing septic system or sewer connection.

(30) “Park Model”, “Park Model RV” or “Recreational Park Trailer” means a trailer-type unit that is primarily designed to provide temporary living quarters for recreational, camping or seasonal use, that meets the following criteria: Built on a single chassis, mounted on wheels, Having a gross trailer area not exceeding 400 square feet in the set-up mode, certified by the manufacturer as complying with ANSI A119.5

(31) “Permit card” means a card, in a form prescribed by the Director, issued in conjunction with a permit, or a copy of the permit which shall be posted on the premises of the work being accomplished.

(32) “Person” means any individual, company, partnership, corporation, association, society or group and the singular term shall include the plural.

(33) “Pretreatment” means the treatment of effluent from a sanitary plumbing outlet or of industrial waste prior to its introduction into the sanitary sewer.

(34) “Public sewer system” means the Clallam Bay Sekiu sewer system used to collect, convey and treat wastewater generated in the Clallam Bay Sekiu UGA.

(35) “Public place,” “public area” or “street area” means any space dedicated to or acquired by the county for the use of the general public.

(36) “Public building” means a building or improvement which is used or owned by a governmental agency.

(37) “RV park” means a campground for day use and overnight accommodations by recreational vehicles or RVs.

(38) “Recreational vehicle” or “RV” means a vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. The units include travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, recreational park trailers, park model RV’s, park models and motor homes.

(39) “Recreational vehicle hookup” or “RV hookup” means an exterior sewer standpipe with a removable cap intended to serve one recreational vehicle sewer service. The use of such single RV hookups must be consistent with the applicable zoning requirements, occupancy usage and any other applicable requirements or restrictions set forth in CCC Title 33 pertaining to a “recreational vehicle” as that term is defined under WAC 296-150R-0020.

(40) “Residential complex” means a multi-family building i.e. apartments, condominiums, duplex, tri-plex

(41) “Sanitary plumbing outlet” means a plumbing outlet from a structure which carries the wastewater from sanitary facilities and plumbing fixtures, and which does not intentionally carry storm water or unpolluted water.

(42) “Sanitary sewer” means a sewer which carries wastewater and does not intentionally carry ground water from footing drain, storm water, or unpolluted water.

(43) “Sewer main” or “sub-main” means a sanitary sewer line that conveys wastewater from one or more side sewers.

(44) “Sewage” means waste discharged from sanitary plumbing outlets of buildings.

(45) “Side sewer” means a privately owned sanitary sewer pipe leading from the plumbing outlet at a building(s), RV’s connection or footing line(s) to the property line, together with the publicly owned sewer lateral connected to the sewer main.

(46) “Single-family Dwelling” means a dwelling unit intended for occupation by one family and including accessory improvements and uses. This definition includes manufactured homes such as mobile homes, modular homes and other homes manufactured in components or as one complete dwelling unit.

(47) “Storm drain” means a public or private drain which carries storm and surface waters or drainage, effluent from storm plumbing outlets, and other unpolluted water.

(48) “Storm plumbing outlet” means a plumbing outlet from a building or structure which carries surface water or unpolluted water.

(49) “Suspended solids” means solids that either float on the surface of or are in suspension in water, sewage or other liquids, and which are removable by filtering the liquid, and includes matter which, upon dilution with water or sewage, results in the formation of suspended solids.

(50) “UGA” or “Clallam Bay Sekiu UGA” means Clallam Bay Sekiu Urban Growth Area established by the County pursuant to the Growth Management Act, Chapter 36.70A RCW, for the unincorporated Clallam Bay Sekiu area.

(51) “Unpolluted water” means water in its natural state, or water which, after use for any purpose, is not substantially changed as to chemical or biochemical qualities. The Director may determine which water is unpolluted water.

(52) “User fee(s)” means the monthly fee charged each customer of the Clallam Bay Sekiu sewer system, consisting of a base rate and a consumption fee.

(53) “Wholesale sewer connection” means commercial properties such as mobile home parks or RV parks which contain multiple residential or recreational units where one water meter serves multiple sewer connections.

(54) “Wastewater” is a comprehensive term including industrial waste and sewage.

Section 3. Section .030, Connection requirements, is created to read as follows:

(1) Prohibition of new septic systems in the Clallam Bay Sekiu UGA. No new septic systems shall be permitted in the Clallam Bay Sekiu UGA, unless a waiver is granted pursuant to subsection (3)(d) below.

(2) Eligibility for sewer service.

(a) All properties within the Clallam Bay Sekiu UGA are eligible to apply for connection to the Clallam Bay Sekiu sewer system at any time. Applications for connection shall be submitted on forms provided by the County pursuant to section 040 below.

(b) Pursuant to RCW [36.70A.110](#)(4) no property outside the Clallam Bay Sekiu UGA shall be allowed to connect to the Clallam Bay Sekiu sewer system except in those limited circumstances that it has been demonstrated to the Director that such a connection is necessary to protect basic public health and safety and the environment. The Director shall consult with the Clallam County Health Officer and the Clallam County Department of Community Development for determining consistency with RCW 36.70A.110(4) and the Clallam County Comprehensive Plan.

(3) Connection required. The following sewer system connection requirements shall apply to properties in the Clallam Bay Sekiu UGA:

(a) Properties with existing septic systems that are within 200 feet of a sewer main or sub-main (as measured along the usual or most feasible route of access as determined by the Director) shall be required to connect to the Clallam Bay Sekiu sewer system within one year of the date of change in ownership.

(b) Properties farther than 200 feet from the nearest sewer main or sub-main (as measured along the usual or most feasible route of access as determined by the Director) shall be allowed to continue use of an existing properly functioning septic system until such time as a sewer main or sub-main is available within 200 feet of the property, at which time the provisions of subsection (3)(a) of this section shall apply. Nothing herein prohibits any property in the Clallam Bay Sekiu UGA from connecting to the Clallam Bay Sekiu sewer system at any time; however, all properties are responsible for the installation of any sewer main or sub-main extensions and sewer laterals necessary for such connection. All such sewer mains, sub-mains, and laterals shall meet standards for sewer facilities established by the County, and upon inspection and approval by the County shall be dedicated to the County.

(c) All new development on parcels within the Clallam Bay Sekiu UGA shall provide sewer service by connection to the Clallam Bay Sekiu sewer system unless a waiver from connection is provided pursuant to subsection (3)(d) of this section.

(d) The Director may grant a waiver from the requirement of subsection (3)(c) of this section upon finding all the following conditions have been met:

(i) The parcel is more than 200 feet from the nearest sewer main or sub-main (as measured along the usual or most feasible route of access as determined by the Director); and

(ii) The cost of connection to the Clallam Bay Sekiu sewer system (including the connection fees listed in subsection (6) below and all other costs to connect the building to the sewer main) is more than 150 percent of the total cost of a private septic system meeting the requirements of the Clallam County Environmental Health Division; and

To apply for a connection waiver, the property owner must submit a waiver application and remit to the Department a waiver review fee of \$150.

(e) When or if a Clallam Bay Sekiu sewer system main or sub-main is extended to within 200 feet (as measured along the usual or most feasible route of access as determined by the Director) of a property granted a waiver under this subsection, the property shall then be subject to the requirement of subsection (3)(a) of this section.

(4) Sewer service required for all new land divisions. Prior to final plat approval for all new land divisions as defined by CCC 29.03.100(26) within the Clallam Bay Sekiu UGA, sewer service shall be provided by extension of sewer mains, sub-mains, and lateral sewers as needed to serve each parcel in the division. All such sewer mains, sub-mains, and laterals shall meet standards for sewer facilities established by the County, and upon inspection and approval by the County shall be dedicated to the County.

(5) Connection required for failed septic systems. Any property within the Clallam Bay Sekiu UGA with a septic system that the local or State Health Department determines to be failing to provide the level of effluent treatment necessary to protect basic public health and safety is required to connect to the Clallam Bay Sekiu sewer system unless a waiver is granted pursuant to subsection (3) above.

(6) Connection fees.

(a) The connection fee for the Clallam Bay Sekiu sewer system shall be \$1,500 per ERU.

(b) Fees for sewer connection shall be payable at the time of submission of a connection permit application. No connection permit shall be issued by the Department unless all fees are paid in full by the applicant. This includes: the connection fee, connection permit application fee, right-of-way permit fees (if applicable) and one inspection fee.

(c) Equivalent Residential Unit (ERU) Factors. The factors for determining the proportional ERUs shall be in accordance with Table 1: Equivalent Residential Unit (ERU) Factors.

(e) If the actual water meter size installed is increased to provide for fire sprinkler installation, the applicant shall provide documentation of water use, fixture count, and a copy of the permitted plans showing the combined piping. The Director shall determine the appropriate equivalent residential unit factor based upon a standard installation for the use without fire sprinklers.

(f) For commercial property for which no water meter exists (for example, where the water supply is a private well) or for any instances in which a mix of residential and commercial uses exists in multiple structures on a single parcel served by a single water meter, the Director shall determine the ERU factor based on a determination of flow consistent with "Criteria for Sewage Works Design" published by the Washington State Department of Ecology in effect at the time with 125 gallons per day per ERU, a fixture count table, or other method deemed appropriate by the Director.

(g) All single-family dwellings shall be one ERU regardless of meter size.

(h) Failure to connect when required. In addition to any other penalty authorized by this chapter, a property owner who fails to connect to the Clallam Bay Sekiu sewer system within 90 days of receiving official notice to do so, shall be subject to a penalty that shall be a non-refundable monetary charge in an amount equal to the base monthly sewer rate that

would be charged against that property if it were connected to the sewer system. The Department shall assess the penalty against the property through its utility billing system.

Table 1: Equivalent Residential Unit (ERU) Factors

Type of Connection	ERU Factor
<u>Residential Connections</u>	
a. Initial sewer connection on a leased or owned lot (initial connection may serve the following types of facilities, including but not limited to, a Single-Family Dwelling, Park Model or RV)	1.0 ERU
b. Additional RV hookup	0.35 ERU per RV Hookup
c. Accessory Dwelling Unit (ADU), attached or detached	1.0 ERU
d. Residential Complex	1.0 ERU per dwelling unit
<u>Commercial Use Connections</u>	
a. Non-residential connections (i.e.) Commercial Use, Industrial, and Public. Connections based on the following meter size.	
Meter Size (inches)	
5/8 and 3/4	1.0
1	2.5
1-1/2	5.0
2	8.0
Meters sized greater than 2 inches or any use requiring an industrial pretreatment plan requires an approved engineering analysis of equivalent ERUs.	
b. Commercial Use Wholesale Account Connections	
Mobile Home Park	1.0 ERU per dwelling
RV Park	0.35 ERU per RV hookup

Section 4. Section .040, Sewer connection permits, is created to read as follows:

(1) Unlawful to connect, repair or alter without permit. It is unlawful to make any connection, addition or alteration to any public or private sewer system, drain or natural outlet

without complying with all of the provisions of this chapter and all other regulations in relation thereto, and without a valid permit issued by the Director. This includes replacement of a structure or mobile home. An authorized side sewer contractor or a property owner or their agent shall not break, alter, or tamper with any public sewer system or its appurtenances except to make a connection to an existing wye or tee under permit from the County.

(2) Application for permit.

(a) Application for the permit required by this chapter shall be filed with the Director stating the following:

- (i) The name of the property owner;
- (ii) The address of the property to be served;
- (iii) The property owner's mailing address;
- (iv) The side sewer contractor's name;
- (v) The legal description of the property to be served;
- (vi) The dimensions of the buildings to be served, including insets or ell's;
- (vii) The location of buildings on the property;
- (viii) The purpose for which the building is to be used;
- (ix) The location of the proposed side sewer and other proposed works.
- (x) Details of any pressurized side sewer as specified in section 080(6) below.
- (xi) A count of all fixtures served by the proposed side sewer.
- (xii) Elevation of the lowest plumbing fixture, and elevation of side sewer at the building or foundation line.
- (xiii) Cover of side sewer at building or foundation line.
- (xiv) The size, length and material or private side sewer and the slope
- (xv) Approximate location of exterior utilities

(b) The Director may change or modify the application and designate the manner and place where the side sewer shall connect to the public sewer system, may specify the material, size and grade of the side sewer and determine whether or not a permit shall be granted. The Director may require the applicant to furnish plans prepared and stamped by a professional engineer, licensed in the State of Washington, where unusual or special circumstances dictate, or where deviation from the standards of section 080 of this chapter are proposed. The Director shall keep such records as deemed necessary of all side sewer permits and inspection reports.

(c) The Director may require property owners applying for a change of use, building, land division or sewer permits to perform upgrades to material and other standards of their permitted side sewer per section 080 of this chapter to address health or safety concerns, including the impact to operation of the Clallam Bay-Seki Sewer. The Director may use inspection or other relevant records of side sewer installation or require a visual inspection to assess the extent of upgrades required. Property owners may provide an engineered assessment of side sewers to the Department for consideration.

(d) Any work on Washington State Department of Transportation (WSDOT) right of way shall be in accordance with the current franchise between the County and WSDOT and will require approval by WSDOT prior to issuance of a sewer connection permit.

(3) Decommissioning permit.

When a structure is to be demolished, lost due to fire, or has been condemned and no sanitary sewer use is to be required of the property, a property owner may obtain a side sewer decommissioning permit from the Department.

(a) Minimum requirements for decommissioning include:

- (i) Confirmation of property line boundary
- (ii) Minimum of 20-feet piping exposed from delineated property boundary
- (iii) Physical disconnect of a minimum of 2-feet (downstream cut edge to upstream cut edge)
- (iv) Installation of push on PVC cap to match existing pipe diameter
- (v) Cap to remain exposed until inspection by County inspector completed
- (vi) Contractor to place pressure treated 2x4 adjacent to cap with minimum 24" exposed from existing grade to indicate cutoff location and backfill with native material
- (vii) Contractor to either grout remaining side sewer and abandon in place or remove all piping leading to building foundation

All costs, including inspection fee will be at the property owner's expense. Upon completion, an as built must be submitted to the county for the decommissioning permit to be finalized and for monthly sewer fees to be terminated.

Upon reconnection of any new development, a new sewer connection permit would be required along with current connection and other associated fees.

(4) Developer provided sewer facilities. In addition to the above permit requirements, all proposed developer provided sewer system facilities shall adhere to the following provisions:

(a) All developer owned, or developer supplied public sewer mains, force mains, pump station, or other facilities that convey sewage from one or more side sewers shall upon inspection and acceptance by the County be conveyed to County ownership. Where such facilities are on private property, an easement of sufficient size to facilitate maintenance as determined by the Director shall be granted to the County and filed with the County auditor.

(b) Approval of plans. Plans and specifications for all proposed developer provided sewage system facilities shall be submitted to the department for review and approval prior to construction. Plans shall be prepared by a professional engineer licensed in the state of Washington.

(c) Standards. All developer provided sewer system facilities shall adhere to the standards for sewer facilities established by the County and the "Criteria for Sewage Works Design" (commonly referred to as the Orange Book) published by the Washington State Department of Ecology in effect at the time.

(5) Work to conform to permit specifications - Posting. After approval of the application and issuance of the permit, it is unlawful to alter the permit or to do any work other than that provided for in the permit. If the permittee wishes to perform additional work, the Director may require that he secures an additional permit. One copy of the permit, or an additional card bearing the permit number, according to directions of the Director, shall be posted upon the work site at a place readily and safely accessible to the County inspector, and in a conspicuous place near the work being performed under the permit.

(6) Validity of permit. A permit issued under this chapter shall not be valid for a period of more than 120 days unless extended or renewed by the Director prior to the date of expiration or the sewer permit is issued in conjunction with a building permit in which case the expiration shall be matched to the building permit expiration date.

(7) Fees.

(a) Fees for sewer connection shall be as prescribed by subsection (7)(a) of this chapter and payable at the time of submission of a connection permit application. No connection permit shall be issued by the Department unless all fees are paid in full by the applicant. This includes: the connection fee, connection permit application fee, right-of-way permit fees (if applicable) and one inspection fee. Sewer permit fees are non-refundable.

(b) Connection permit fees shall be as follows:

(i) For residential: single family dwellings, residential complexes, RV, and public connections the permit fee shall be \$150.00.

(ii) For commercial use connections the fee shall be \$250.00.

(iii) Inspection fee shall be \$75 per inspection.

(c) Decommissioning permits per section (2)(a) shall be as follows:

(i) For all accounts the fee shall be \$150.00

Section 5. Section 050, Sewer system use regulations, is created to read as follows:

(1) Purpose. It is the purpose of this section to provide provisions to eliminate the discharge of certain harmful and potentially harmful materials into the public sewer system. This section is to be construed under the police powers granted the County and is for the protection and general welfare of the citizens of the Clallam Bay Sekiu UGA and the surrounding areas.

(2) Interceptors or grease traps required. For all commercial use kitchens, interceptors or grease traps are required. All grease traps and interceptors shall be constructed and installed, at a minimum, to comply with the uniform plumbing code specifications in effect at the time of installation, as administered by the County Building Division.

(3) Inspection.

(a) The Director or any other duly authorized employees of the County bearing proper credentials and identification shall be permitted to enter at reasonable hours upon all applicable facilities for the purposes of inspection, observation, measurement, sampling, and testing of interceptors or traps.

(b) Should the County find an interceptor to be out of compliance with the provisions of this chapter, the costs of the inspection, including both time, labor and/or any materials and/or services rendered by the County in connection with bringing the interceptor or trap into compliance, shall be borne by the owner of the premises upon which the interceptor or trap is located.

(c) The owner of any interceptor or trap or premises which is not in compliance shall be given notice by the County and shall be allocated 48 hours from the date of the notice to bring the interceptor or trap into compliance. If compliance is not forthcoming, the County shall have the right to correct the deficiency and to bring the interceptor or trap into compliance, all at the expense of the owner of the premises.

(d) Any expenses incurred by the County to remedy a non-compliant situation prohibited by subsection 050(3)(c) above shall constitute a lien against the premises charged, which lien may be foreclosed by the County in the same manner in which other sewer utility liens are foreclosed pursuant to state statute.

(4) Discharges of certain materials prohibited. The discharge into the sewer system by direct or indirect means of any of the following is hereby prohibited:

- (a) Subsoil foundation drains, curtain drains, or French drains;
- (b) Footing drains;
- (c) Window well drains;
- (d) Door well drains;
- (e) Yard drains, ditch water, runoff, or wash-down water;
- (f) Unroofed basement floor drains;
- (g) Overflows from unpolluted water storage facilities;
- (h) Clear water from refrigeration, reverse-cycle heat pumps and cooling or air conditioning equipment, except for periodic draining and cleaning of such systems;
- (i) Roof drains or downspouts from areas exposed to rainfall or other precipitation;
- (j) Surface or underground waters from any source other than the municipal domestic water systems;
- (k) Any liquid or vapor having a temperature higher than 140 degrees Fahrenheit (60 degrees Celsius);
- (l) Any waste that contains more than 150 parts per million by weight of fat, oil or grease;
- (m) Any gasoline, benzene, naphtha, oil, or other flammable liquid, solid or gas which by their nature or quantity are or may be sufficient either alone or by interaction with other substances to cause a fire or explosive hazard;
- (n) Any sand, mud, straw, hair, shaving, metal, glass, rags, diapers, wipes, feathers, tar, plastic, wood, paunch manure, non-biodegradable products, or any other solid or substance capable of causing obstruction to the flow in sewers or improper operation of the sewage works;
- (o) Any waste having a pH lower than 5.5 or higher than 11 or having any other corrosive property capable of causing damage or hazard to the sewer system structures, equipment, or personnel;
- (p) Any waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process;
- (q) Any waste containing suspended solids or viscous substances of such character and quantity that unusual attention or expense is required to handle such materials in the sewer system but in no cases solids greater than ¼ inch;
- (r) Pollutants including oxygen demanding pollutants (biochemical oxygen demand, chemical oxygen demand, etc.) released in a discharge at a flow rate and/or pollutant concentration, which, either singly or by interaction with other pollutants will cause interference;
- (s) Any obnoxious or malodorous gas or substance capable of creating a public nuisance;
- (t) Food waste, except that properly shredded food waste is not prohibited;
- (u) Wastewater containing any radioactive wastes or isotopes except as specifically approved by the Director in compliance with applicable state or federal regulations; and

(v) Materials defined as dangerous waste under Chapter 173-303 WAC as now enacted or hereafter amended.

(5) Unlawful to damage. It shall be unlawful for any person to maliciously, willfully or negligently break damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is part of the sewage system. Interceptors installed pursuant to this chapter shall be deemed, for purposes of this section, to be part of the sewage system.

(6) Unlawful to discharge. It shall be unlawful for any person to maliciously, willfully or negligently discharge any of the materials listed in subsection (4)(a)-(v) of this section 5.

Section 6. Section 060, Sewer maintenance regulations, is created to read as follows:

(1) Notice of inoperative or inadequate condition. Where it is determined by the Director that a side sewer is obstructed, broken, inoperative or inadequate and is a menace to health, or is liable to cause damage to public or private property, the Director shall give notice to the owner, agent or occupant of the property in which such condition exists. If the owner, agent or occupant refuses to reconstruct, relay, reconnect, repair or remove the obstruction of the side sewer within the time limit specified in such notice, the Director may authorize such work as may be necessary to comply with this section. The cost of such work authorized by the Director shall be charged to the property owner and shall become immediately payable to the County upon written notice of such amount being given to the property owner or posted upon the premises.

(2) Discharge of materials or stormwater due to inoperative or damaged side sewers. The property owner shall be responsible for capping all sanitary inlets before the time of demolition, and for paying all associated costs for capping cases of demolition, fire damage or other situations that may expose sanitary inlets to ensure there is no unlawful discharge to sewers.

(2) Use of existing side sewers. Where a new or converted building or new installation replaces an old one, an application shall be submitted, and a permit issued pursuant to the provisions of section 040 of this chapter. The use of an existing side sewer will be allowed when approved by the Director as conforming to all requirements of this chapter. No new connection fee will be required unless the new building or installation requires an increase in the water meter size.

(3) Backwater sewage valves.

(a) In any building, structure, or premises in which the plumbing outlets or other facilities are too low in elevation as determined by the Director to permit gravity flow to the public sewer system, wastewater shall be lifted mechanically and discharged into the public sewer.

(b) Whenever a situation exists involving the danger of backups of sewage or drainage from the public sewer system, the Director may prescribe a minimum elevation at which the plumbing outlet or side sewer may be discharged to the public sewer system. Wastewater from drains or side sewers below such minimum elevations shall be lifted mechanically to an elevation determined by the Director, or if approved by the Director, a backwater sewage valve may be installed provided the property owner shall record with the department an instrument as described in subsection 080(4) below. The effective operation of the backwater sewage valve shall be the responsibility of the owner of the sewer or drain.

(4) Unlawful to plant certain vegetation. It is unlawful to plant within 30 feet of any sanitary sewer or side sewer any tree or shrub whose roots are likely to enter and obstruct the flow of the sewers, for example specifically banned for planting within this 30- foot area are: willows, birches, oaks, poplars, cottonwoods, soft maples, and gum trees.

Section 7. Section 070, Repair and construction regulations, is created to read as follows:

(1) Trenches and excavations – safety standards.

(a) All trenches or excavations within four feet of any public place and all obstructions or encroachments upon a public place shall be barricaded and shored as required for public safety. It is unlawful to fail to maintain the lateral support of any public place while constructing, altering, or repairing any side sewer or storm drain. All trenches or excavations shall be covered during hours of inactivity of work on the side sewer.

(b) Barricades posted upon arterial streets or highways must conform to the standards established by the Washington State Department of Transportation (WSDOT), and/or such addenda to such standards as the County may establish.

(c) All work performed under the authority of this section shall be accomplished within the minimum safety standards prescribed by the Washington State Department of Labor and Industries (L&I). Evidence of failure to comply with the requirements of L&I shall be sufficient reason for the Director to order a stoppage of work until the required safety precautions are established on the job.

(2) County may complete unfinished work. Work within the limits of any public area shall be performed to completion with due diligence in accordance with a valid permit, and if any excavation is left open, whether covered or uncovered, beyond a time reasonably necessary to fill the same, the Director may cause the same to be backfilled and the public area restored forthwith. Cost incurred by the County in having such work performed shall be charged to the side sewer contractor in charge of such work and shall be immediately payable to the County by the contractor upon written notification of the amount thereof given to the contractor or posted at the location. A lien shall be placed on the property if payment is not received within 30 days of the date of written notification.

(3) Owner or contractor liable for County completion costs. If any work performed on a side sewer is not completed in accordance with the provisions of this Department and the plans and specifications as approved by the Director, and if the contractor or person doing the work refuses to properly construct and complete such work, notice of such failure or refusal shall be posted on the premises where the work is being done, and the Director may cause the work to be completed and the sewer connected in the proper manner, and the cost of such work and any materials necessary therefore shall be charged to the owner or contractor and be payable by the owner or contractor immediately upon the Director giving written notice of the amount thereof or posting a notice thereof on the premises. A lien shall be placed on the property if payment is not received within 30 days of the date of written notification.

(4) In no case shall the County be responsible for the maintenance or repair of side sewers on property not owned by the County.

Section 8. Section 080, Side sewer regulations, is created to read as follows:

(1) Lateral sewer contractor requirements.

(a) It is unlawful for anyone to construct, reconstruct or repair any sewer lateral unless they are authorized licensed and bonded side sewer contractor in the State of Washington, or is an employee of the Director performing assigned duties.

(b) Each side sewer contractor performing work on a sewer lateral shall file with the County a certificate of insurance from an insurance company licensed to do business in the state that the contractor carries public liability and property damage insurance in amounts deemed adequate by the Director. Such policy shall contain an endorsement naming the County, its officers, elected officials, employees, and agents, as an additional insured and providing for not less than 10 days' notice to the County of any change, cancellation, or expiration of such policy.

(c) An authorized side sewer contractor must secure their own permits, be responsible for all work accomplished under those permits and connect all plumbing outlets or facilities in a complete manner, as required by the Director.

(d) A property owner or their employee may construct, reconstruct, or repair a side sewer on their private property.

(2) Costs to be borne by owner. Costs and expense incidental to the installation, connection and maintenance of a side sewer shall be borne by the owner or occupant of the premises served by the side sewer.

(3) Easement required.

(a) Before a side sewer may be located on a building site other than the site being served by the side sewer, and before the Director issues a permit authorizing the laying of such a side sewer, the owner of the side sewer shall secure a written easement from the owner of the building site to be crossed. The Director may designate the manner and place that a side sewer may be connected to a sewer main. The easement shall be duly acknowledged and shall grant the right to occupy the property for side sewer or utility purposes. The easement shall be recorded in the office of the County Auditor, by the owner of the side sewer, and a copy of the recorded easement included with the side sewer permit application.

(b) Where a side sewer is to be connected in a public area to a side sewer which is owned by another and does not involve an easement, written permission for such connection shall be obtained from the owner of such side sewer and shall be filed with the Director before a permit authorizing such connection is issued.

(4) Variances to standards. If, in the opinion of the Director, physical conditions make compliance with the provisions of this section impracticable, the Director may issue a permit for installation of a side sewer requiring compliance with the provisions insofar as is reasonably possible, and such permit shall be issued only upon the condition that the property owner shall record with the County Auditor an instrument acceptable to the Director agreeing to save harmless and indemnify the County from any damage or injury resulting from such installation. Such instrument shall be upon a form approved by the County.

(5) Materials and standards –gravity side sewers.

(a) Materials and workmanship in connection with the installation of any side sewer or drain shall be gasketed, ASTM D3034 SDR 35 (i.e., Twinseal or comparable). No glue joints shall be allowed. Connection to the sewer main shall be by an approved tee, wye, or sanitary saddle.

(b) Six inches shall be the minimum diameter of pipe for gravity-flow sewer laterals except for single residential units which shall be a minimum of four inches.

(c) Not more than one residence or commercial building shall be connected to a side sewer except by permission of the Director, and in accordance with, rules and regulations of this chapter.

(d) Any one single-family dwelling shall be connected with not less than four-inch diameter pipe on private property; provided, that where a dual connection of two single-family dwellings, or a multiple dwelling or commercial building with a single-family dwelling is permitted by the Director, such connection shall be made with not less than six-inch diameter pipe below the point of dual connection.

(e) Any multiple dwelling, industrial or commercial building shall be connected with not less than six-inch diameter pipe on private property.

(f) Side sewer lines shall be located a minimum of 10 feet horizontally from water mains and water service lines. Side sewer lines shall cross water lines below the water line with a minimum vertical separation of 18 inches between the invert of the water line and the crown of the sewer; otherwise, sewer line is to be sleeved.

(g) If the vertical or horizontal separation contained in (5)(f) of this section cannot be maintained, construction shall be as follows: sewer shall be ductile iron (C151 or C104), HDPE (3408) or PVC (D3034) encased in concrete or in a one-quarter inch thick continuous steel, ductile iron, or pressure rated PVC pipe with all voids pressure-grouted with sand-cement grout or bentonite for a distance of at least ten feet each side of the center of the water main.

(h) Fittings, reducers, traps, etc., shall be of standard manufacture.

(i) Changes in line or grade shall be made with wyes or 45-degree bends, or for slight changes in line or grade, by setting each pipe out of line slightly, within the deflection angle allowed by the pipe manufacturer's specifications, or by using 10-degree, 22-1/2-degree or 30-degree bends supplied by pipe manufacturers.

(j) When laying around a 90-degree corner, a wye and 45-degree bend combination shall be used with the end of the wye constructed as a cleanout.

(k) Cleanouts are required at:

(i) Foundations;

(ii) On private property 2 feet from private property lines;

(iii) For 45 degree or greater direction and/or grade changes; and

(iv) For every 100 feet of sewer pipe.

(l) Reducers or wyes shall be used when changing the sizes of pipe. Pipe size may also be changed at a manhole.

(m) Grafts on four-inch, six-inch or eight-inch pipe shall not be allowed.

(n) A bend must not be used adjacent to a tee or wye at the main sewer but may be used at a length of pipe or more away from the main sewer unless the bend is manufactured as a part of the first length of pipe.

(o) Side sewer shall be laid on not less than two percent nor more than 100 percent grade; shall be not less than 30 inches from any foundation wall of any building, and if there is no foundation wall, not less than 30 inches from the outer lines of any footings, pilings or building supports. Side sewers shall have not less than 30 inches of cover at ditch lines, in paved areas, and at the property line, and 18 inches of cover on the private property. All

cover measurements shall be based on the established grade, or on existing improvements, or shall be determined by the Director.

(p) If a side sewer is to be constructed at more than 100 percent grade, or with less than the required minimum cover prescribed in this chapter, the Director may require special plans for the construction to be submitted for his approval, and he may require the use of ductile iron pipe, HDPE, or other material before approving the plan of construction. The wall thickness of the pipe to be used, and whether it should be encased in concrete or concrete with reinforcing steel, shall be determined by the Director.

(q) All sewer pipes are to be bedded in pea gravel, sand, or pea gravel/sand mix 2-4 inches below & 4-6 inches above.

(r) Whenever it becomes necessary to disturb pavement in connection with any work authorized under this chapter, the opening shall be not less than three feet square; provided, the Director may specify a size of opening and additional cuts to be made when needed to insure a proper backfill. Such pavement disturbances are subject to the fees established in CCC 5.100.245.

(s) No excavation shall be made in any public area except at the times and in the manner prescribed by the Director.

(t) A trash pump is to be on site or immediately available if water is present in the ditch.

(u) No debris shall enter the public sewer at any time. Any such unauthorized use shall constitute a violation.

(v) All work is to be left exposed for inspection pursuant to section 090 of this chapter.

(w) Backfill of excavation and tunnels under concrete or asphalt roadway surfacing and the restoration of these surfaces in public areas shall be accomplished by the contractor as directed by the Director.

(x) Tunnels or excavations under public sidewalks or under driveways in public places may be backfilled by a side sewer contractor; provided, that the material has been approved by the Director, and provided it is tamped in place with a mechanical tamper, in layers of not more than 8 inches loose thickness; except that, within two feet of finish grade the loose thickness layers shall not exceed six inches. The density of all such compaction shall be approved by the Director.

(y) Traffic control shall be the responsibility of the side sewer contractor and subject to the approval of the Director.

(6) Pressurized side sewers. In any building, structure, or premises in which the plumbing outlets are too low in elevation as determined by the Director to permit gravity flow to the public sewer system, wastewater shall be lifted mechanically and discharged into the public sewer. All such pressurized side sewers shall be designed by an authorized side sewer contractor or professional engineer licensed in the State of Washington, and a complete description of the pressure system shall be provided to the County as part of the sewer connection permit required in section 040 above. Information provided shall include:

(a) diameter and materials of all pressurized lines;

(b) pump manufacture, capacity, and rating;

(c) size and location of pumping chamber or reservoir; and

(d) any other information deemed necessary by the Director.

(7) Restoration to original condition. Streets, sidewalks, planting strips and other public areas disturbed or altered in the course of any side sewer work, shall be restored by the authorized side sewer contractor to the original surface condition as approved by the Director; and in the

event of the failure of the contractor to so restore the area the Director may make such restoration and charge the cost thereof to the side sewer contractor or property owner who shall, upon receiving written notice of the amount thereof or upon posting of such notice at the area, make immediate payment thereof to the County within 90 days.

(8) Manholes required. In any property served by a side sewer carrying industrial waste, the owner or the occupant shall install a manhole in the side sewer to facilitate observation, sampling and measurement of the wastes, when required by the Director. Such manhole shall be accessible, safely located and shall be constructed and installed in accordance with the plans approved by the Director. The manhole shall be installed and maintained by the owner or occupant at their sole expense.

Section 9. Section 090, Administration and Enforcement, is created to read as follows:

(1) Inspection of work.

(a) Any person performing any work pursuant to the provisions of this chapter shall notify the Department when the work will be ready for inspection and shall specify in such notification the location of the premises by address and the permit number issued pursuant to section 040above.

(b) On any request for inspection 48 hours notice plus Saturday, Sunday and holidays from the date and time of the request for inspection may be required by the Department.

(c) If the Department finds the work performed or materials used not in accordance with the permit, this chapter, and rules and regulations and the County "Standard Plans and Specifications" for side sewer construction as amended, the person doing the work and the owner of the premises shall be notified by posting a notice on or near the permit card. Such posted notice shall be all the notice that is required to be given of the defects in the work or the materials found in such inspection.

(d) The inspection shall include a visual inspection to determine that the side sewer is of tight construction and does not allow infiltration or ex-filtration of water; additional pressure testing may occur at the discretion of the Director. If the County inspector finds that the work and materials used are in accord with this section and the side sewer inspection is satisfactory, approval shall be granted. Upon such approval the trench or sewer within the street area shall be filled or covered in such a manner that no significant settlement shall occur for a period of one year. During this time the filled trench or sewer may be inspected by the County inspector who may order its refilling if at any time it is found that significant settlement has occurred, or that because of defective workmanship or material used, the work is otherwise unsatisfactory.

(e) If the permittee is an authorized side sewer contractor, either the contractor or a competent representative shall be on the premises whenever so directed to meet the inspector. A property owner shall also meet the inspector at a mutually convenient time during regular hours of business when requested.

(f) No trench shall be filled nor any sewer or drain covered until the work has been inspected and approved by the County inspector, and his approval noted on the card posted on the job site.

(g) The County inspector or other County official or employees of the County, bearing proper credentials and identification, may with the consent of the occupant or with the consent of the owner of unoccupied premises or pursuant to a lawfully issued warrant, enter upon any and all premises at all reasonable times for the purpose of inspection, observation,

measurement, sampling and testing of sewers and sewage waste in accordance with the provisions of this chapter.

(h) The County inspector or other County official or employees of the County, bearing proper credentials and identification, shall be permitted to enter all private properties through which the County holds a duly negotiated easement agreement for the purpose of inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within the easement. All entry and subsequent work, if only on the easement shall be done in full accordance with the terms of the duly negotiated easement agreement pertaining to the private property involved.

(2) Promulgation of additional rules and policies. The Director may make rules and policies and amend them from time to time, not inconsistent with the provisions of this chapter, which are deemed necessary and convenient to carry out the provisions of this chapter.

(3) Violations.

(a) The Director is authorized to post notice on public or private property at or abutting the scene of any violation of this chapter, calling for the terms of this chapter to be complied with, and the notice may require the work to cease if necessary.

(b) It is unlawful for anyone to remove, mutilate, destroy, or conceal any notice issued or posted by the Director or the County inspector pursuant to the provisions of this chapter.

(c) Whoever violates any of the provisions of this chapter shall, in addition to any penalties provided for such violation, be liable for any expense, loss or damage occasioned thereby to the County.

(d) Violation of or failure to comply with the provisions of this chapter or submit an action plan within 30 days of receipt of violation notice shall subject the offender to a fine of \$100.00 each day that any violations or failure to comply exists after 30 days of receipt. Charges to be applied as a lien on the property until work as complete to the satisfaction of the Director as addressed in the violation notice.

(e) If a citation, notice, or order was issued in error, or if penalties were assessed in error, the Director may adjust the penalties assessed. The Director shall document the circumstances under which a decision was made to adjust penalties and such a statement shall become public record unless privileged.

Section 10. Section 100, Developer reimbursement, is created to read as follows:

(1) Purpose. The purpose of this developer reimbursement section is to define the rules and regulations for executing contracts between the County and developers for those portions of public sewer system constructed and paid for by private developers, and to provide a means for partial cost recovery through a charge to later users of the systems who did not contribute to the capital costs thereof, and for establishing assessment reimbursement areas defining which property is subject to such charges.

(2) Definitions. The following definitions shall apply to this section:

(a) "Assessment reimbursement area" or "benefit area" means that area within the Clallam Bay Sekiu UGA, which area includes parcels of real estate adjacent to, or likely to require connection to or service by, the Clallam Bay Sekiu sewer system improvements

constructed by a developer who has applied to the County for a developer reimbursement agreement pursuant to this section. The boundary of an "assessment reimbursement area" shall be drawn according to Section 10(4)(a) below.

(b) "Cost of construction" means those costs incurred for permit fees, design, acquisition of right of way and/or easements, labor, materials, and installation required to create an improvement which complies with County standards. In the event of a disagreement between the County and the developer concerning the "cost of construction" in a particular situation, the determination of the Director shall be final.

(c) "Developer reimbursement agreement" means a written contract between the County, as approved and executed by the Director, and one or more property owners providing for construction of sewer system facilities and for partial reimbursement to the party causing such improvements to be made of a portion of the costs of such improvements by owners of property benefitted by the improvements, as authorized and described in RCW 36.94.190.

(d) "Developer reimbursement charge" or "assessment" means a fair pro rata charge to be paid by an owner of property within an area benefitted by the private construction of public sewer, system improvements pursuant to this section.

(e) "Sewer system improvements or facilities" means the acquisition of rights-of-way and/or easements, design, inspection, and installation of improvements to County standards and includes such things as sewer mains and manholes, pump stations, force mains, and telemetry stations.

(3) Application for developer reimbursement agreement.

(a) Any property owner, who uses private funds to construct sewer system improvements that become the property of the County where the cost of construction is greater than \$20,000.00 to connect to existing Clallam Bay Sekiu sewer for the purpose of serving the area in which the real property of such owner is located, may apply to the County to establish a developer reimbursement agreement in order to recover a pro rata share of the costs from subsequent users of the system.

(b) The application must be on a form prescribed by the Director and must be accompanied by a nonrefundable application fee of \$1,000.

(c) The Director may require the applicant to submit a certified statement by a State of Washington licensed professional engineer containing an itemization of the total projected cost of the system improvements and a copy of the design drawings and specifications.

(d) The Director is authorized to establish policies and procedures for processing applications and determining eligibility of a system for a developer reimbursement agreement consistent with the requirements of this chapter.

(e) Applicants for developer reimbursement agreements must be in compliance with all County ordinances, rules and regulations in order to be eligible for processing of such agreements and must be current with the real estate property taxes owed on any parcel or parcels which are the subject of the proposed developer reimbursement agreement.

(f) A developer reimbursement agreement application shall not be accepted for the improvement of a developer's abutting right of way.

(g) The proposed improvements must be consistent with the Clallam Bay Sekiu general sewer plan.

(h) The County must have the capability and capacity to service the sewer facilities.

(i) The application must comply with the requirements of this chapter and all other applicable County regulations.

(4) Assessment reimbursement area and charge.

(a) The Director shall formulate an assessment reimbursement area (benefit area) based upon a determination of which parcels did not contribute to the original cost of the sewer system improvement(s) and are located within 200 feet of the provided improvements (as measured along the usual or most feasible route of access as determined by the Director).

(b) The Director will determine the assessment or charges for parcels within the assessment reimbursement area by calculating the fair pro rata share of the cost of construction for each property which might be served by the system, and thus within the benefit area, on the basis of acreage.

(c) A notice containing the assessment reimbursement area boundaries, the preliminary assessments or charges, and a description of the property owner's rights and options under this chapter, including the right to request a public hearing before the Clallam County Hearing Examiner with regard to the area boundaries and assessments, will be forwarded by registered mail to the property owners of record as shown on the records of the Clallam County Assessor within the proposed assessment reimbursement area.

(d) If any property owner requests a hearing regarding their inclusion in the proposed benefit area in writing within 20 days of the mailing of the notice, a hearing shall be held before the Clallam County Hearing Examiner. Notice of such hearing shall be given to all affected property owners.

(e) All notice requirements set forth in this chapter shall be the sole responsibility of the applicant and shall be satisfied by a notarized affidavit that the applicant has mailed the notices pursuant to the requirements set forth herein.

(f) After reviewing the public hearing testimony and the preliminary determination of the Director, the Board of County Commissioners may approve, modify, or reject the assessment reimbursement area and/or charges. If a property owner requests a hearing regarding their inclusion in the proposed benefit area, the Clallam County Hearing Examiner's determination shall be final.

(g) The survey or record reflecting the assessment reimbursement area or benefit area shall be recorded with the County Auditor and shall include a listing of all parcels (by tax number) or portions of parcels that are within it.

(5) Implementation of developer reimbursement agreement.

(a) The application for developer reimbursement agreement and the non-refundable application fee shall be submitted to the Director prior to acceptance by the County of the improvements. The application shall be in compliance with the requirements of this chapter and all other applicable County regulations.

(b) After the construction has been completed and accepted by the County in accordance with the terms of the developer reimbursement agreement, the final cost of the improvements shall be reviewed against the preliminary assessments established by the Director and the agreement and charges shall be modified accordingly.

(c) The developer reimbursement agreement, as modified if necessary, and a notice of the agreement and charge shall be recorded in the County Auditor's office within 30 days of the final execution of the agreement. It shall be the sole responsibility of the applicant to record the agreement and notice and pay the applicable filing fees.

(d) The applicant shall send by registered mail a copy of the agreement and notice to each owner of record of all properties subject to the developer reimbursement charge. The

applicant shall provide a notarized affidavit that the applicant has mailed the agreement and notice.

(e) Once the agreement and notice are recorded and mailed, the developer reimbursement agreement and charge shall be binding on all owners of record within the assessment reimbursement area.

(6) Rights and non-liability of County. The County reserves the right to refuse to enter into any developer reimbursement agreement or to reject any application thereof. All applicants for developer reimbursement agreements shall be deemed to release and waive any claims for any liability of the County in the establishment and enforcement of such agreements. The County shall not be responsible for locating any beneficiary or survivor entitled to benefits under developer reimbursement agreements. Any collected funds not claimed by a developer prior to the expiration of a developer reimbursement agreement shall inure to the benefit of the Clallam Bay Sekiu sewer system fund.

(7) Term of developer reimbursement agreements. Developer reimbursement agreements shall have an initial term of 15 years from the date of final acceptance by the County. If the developer is fully reimbursed for the cost of the improvements prior to the expiration of the agreement, then further developer reimbursement charges and payments shall not be made. If the developer is not fully reimbursed for the cost of the improvements, the County may extend the term for up to an additional five (5) years upon request of the developer.

(8) Ownership of system.

(a) Upon approval of a developer reimbursement agreement and the completion and acceptance of construction, the system shall become the property of the County. The County may charge and receive fees for utility system use according to the County's established rates.

(b) A copy of the engineering "as built" plans, specifications and drawings, including all necessary rights-of-way and easement documents shall be provided to the County prior to acceptance of the sewer facilities.

(c) No connection to or other use of the facilities will be allowed or permitted until the County has officially accepted the construction.

(9) Defective work. The applicant shall be responsible for all work found to be defective within one year after the date of acceptance of the improvements by the County. The applicant shall provide the County with a "maintenance guarantee bond" or equivalent acceptable to the County in the amount of ten percent of the value of the sewer facilities to be in effect for a period of one year from the date of final approval and acceptance of the facilities. If the applicant does not correct the work within a reasonable period after notice of the defect, the County shall be reimbursed for costs of correcting such defective work either by the applicant or by the bond proceeds.

(10) Connection/use prepayment requirement.

(a) Connection to or use of the facilities shall be prohibited, and development permission shall not be granted unless the County has received payment, or acceptable assurance of payment, of the developer reimbursement charge, including interest and administration costs.

(b) The County will exercise its best efforts to assure compliance with this section; provided, however, that in no event shall the County incur liability for an unauthorized connection to or use of the facilities.

(11) Removal of unauthorized connections. Whenever any connection is made into the sewer facilities without payment being made as required by this chapter, the Director may cause to be removed such unauthorized connection and all connecting pipe located in the County right of way without any liability to the County or County officials.

(12) Interest on developer reimbursement charge.

(a) The beneficiary of a developer reimbursement agreement will receive interest in accordance with the terms of this section.

(b) If the charge is paid within 30 days from the date of execution of the agreement, no interest is payable. Otherwise, interest is payable from the date of execution of the agreement to the date of payment of the developer reimbursement charge.

(c) The rate of interest will be fixed at the Federal Reserve rate for a ten-year Treasury Note on the date the developer reimbursement agreement is recorded.

(d) Interest is calculated on the basis of a 365-day year and is not compounded.

(e) Total interest payable may not exceed the principal amount of the developer reimbursement charge.

(13) Administration costs. The County shall add five percent, but not less than \$20.00 nor more than \$500.00, to each developer reimbursement charge as reimbursement for the County's administration costs.

(14) Payments of developer reimbursement charge.

(a) Each payment of the developer reimbursement charge shall be made to the County in one lump sum including interest and administrative costs. The County will pay over the amounts due to the beneficiary within 60 days of receipt.

(b) When the developer reimbursement fee for a particular lot or parcel has been paid, at the request of the owner/payer the Director will approve a certification of payment which may be recorded by said owner.

(c) Throughout the term of the agreement the person, partnership firm or entity that is the beneficiary of the developer reimbursement agreement shall in writing certify annually in January the name(s) and address(es) of the beneficiary. The County is not responsible for locating any person who may be entitled to benefits under any agreement. Failure to receive the annual certification required under this subsection will give the County cause to refuse to make payment under the agreement, and money received may become the sole and exclusive property of the County and shall be deposited in the Clallam Bay Sekiu sewer operating fund.

Section 11. Section 110, Sewer user fees, is created to read:

(1) Each residential, commercial, industrial and RV hookup, connected to the Clallam Bay Sekiu wastewater collection, treatment and disposal system shall be charged a monthly customer charge per the table found in section 3(6)(d). ERU factor determined by Section 3(6) Table1.

(2) Residential accounts. For residential use properties such as: single family dwellings, Residential complex, RV hookups, the monthly user fee shall be as follows:

(a) Metered water supply:

(i) Base rate: \$51.00 per ERU.

- (ii) Consumption rate: \$7.00 per one hundred cubic feet of monthly water use over 700 cubic feet per month.
 - (b) Un-metered water supply: for those accounts with an un-metered water supply the monthly user fee shall be \$58.80 per ERU.
- (3) Commercial use accounts. For commercial use properties served by a single water meter, including Wholesale Accounts, the user fee shall be as follows:
 - (a) Metered water supply:
 - (i) Base rate: \$56.50 per ERU.
 - (ii) Consumption rate: \$7.00 per one hundred cubic feet of monthly water use over 700 cubic feet per month.
 - (b) Un-metered water supply: for those accounts with an un-metered water supply the monthly user fee shall be \$58.80 per equivalent residential unit.
- (4) All properties shall be charged the monthly base rate established in subsections (2) and (3) of section 110 of this chapter starting from the first full month after the date of approval of the associated sewer permit. Usage charges shall go into effect from the date of the approval to cover the side sewer by the County inspector.
- (5) Installation of water meters.
 - (a) Property owners with non-consumptive water use (water use such as irrigation that does not result in wastewater being discharged into the sewer system) may at their expense install separate meters for such non-consumptive use. Metered non-consumptive use shall not be used to determine the user fees described in this section. Installation of such meters shall be per the standard of the local utility district. Before installation of non-consumptive flow meters, property owners shall provide the Director the plumbing details and any other information deemed necessary by the Director, sufficient to demonstrate that the non-consumptive uses is separate from the consumptive use.
- (6) Liens authorized for non-payment of user fees.
 - (a) To the extent provided by RCW 36.94.150, the delinquent utility charges shall become a lien upon the real property to which the utility services have been provided. The lien shall include those amounts (including the maximum penalty amount and interest rate) provided for under RCW 36.94.150. User fees shall become “delinquent” for the purposes of this section when such fees remain unpaid for 90 days as measured from the date of the bill or invoice which notified the customer of the amount owed by that customer, OR when such user fees greater than or equal to \$300.00 remain unpaid for 30 days as measured from the date of the bill or invoice which notified the customer of the amount owed by that user.
 - (b) The Department shall certify periodically the delinquencies to the auditor of the County at which time the lien shall attach.
 - (c) The County may, at the County’s sole discretion, file and record a notice of such lien with the office of the County auditor.
 - (d) Upon the expiration of 60 days after the attachment of the lien, the County may bring suit in foreclosure by civil action in the Superior Court of the County where the property is located. Costs associated with the foreclosure of the lien, including but not limited to advertising, title report, and personnel costs, shall be added to the lien upon filing of the foreclosure action. In addition to the costs and disbursements provided by statute, the court

may allow the County a reasonable attorney's fee. The lien shall be foreclosed in the same manner as the foreclosure of real property tax liens.

(e) The lien shall have priority over all other liens and interest in the real property to the extent provided by the laws of the state.

(f) Upon payment of all delinquent fees, the County shall notify the property owner of the release of lien. If the lien has been filed with the auditor, the County will file the release of lien with the County auditor.

(g) Upon written proof of economic hardship provided to the Director and sworn to under penalty of perjury pursuant to the laws of this State, the Director may waive and remove any penalty amount and interest accrued from an amount owed the County having the status of "delinquent."

(h) After not less than two years of usage by a particular customer and timely payments, that customer may seek from the Director to pay the same amount each month ("level payments") for the next 12 months after the request is made in writing to the Director. The level payment amount to be paid by the customer requesting such payments shall be computed as follows: One Hundred Ten Percent (110%) of the total amount of the last 12 bills generated prior to the request for level bills divided by 12 ($\div 12$), rounded to the next highest dollar. For successive years, the computation will be made annually based on 110% of what the bills would have been for the 12 prior months if a level payment plan had not been in place.

Section 12. Section .112, Repeal of prior fees, is created to read as follows:

The fees set in this chapter supersede any prior fees set by ordinance or resolution, specifically Ordinance No. 914 adopted November 22, 2016, for the administrative services covered herein.

Section 13. Section .112, Repeal of prior fees, is created to read as follows:

If any provision of this chapter is held invalid by a court of competent jurisdiction, the remaining provisions shall remain valid.

Section 14. Section .114, Effective date, is created to read as follows:

This chapter shall take effect (i.e., the effective date shall be) 90 days from adoption of the ordinance codified in this chapter. The existing CCC 13.04 which is repealed and replaced by this ordinance shall remain in full force and effect until the effective date of this new ordinance. The new rates shall take effect upon the first day of the first month following the adoption of the ordinance codified in this chapter.

ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French