



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, May 17, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 3 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained
for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must wear a proper face covering and maintain six feet of physical distance between other persons.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure masking and social distancing practices are enforced and practices by all event attendees.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

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

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

Administration – 9 a.m.

1. [Calendar/Correspondence](#)
2. [Memorandum of Understanding with Jamestown S'Klallam Tribe for Class III gaming holding area](#)

[Memorandum of Understanding](#) 

3. Notice of hearing to be held Tuesday, June 8, 2021 at 10:30 a.m. for proposed surplus of vehicles

Notice of hearing 

4. Agreement with Port Angeles School District for Transition Program Training

Agreement 

5. Resolution, purchase and sale agreement and deed for purchase of property located at 16401 Hwy 112, Clallam Bay from Kevin R. and Kelly MK Bonsell (3b)*

Resolution, purchase and sale agreement and deed 

Public Works

6. Agreement amendment 3 with State of Washington County Road Administration Board for Laird Road Reconstruction Project

Agreement amendment 3 

7. New position request for Trail Maintenance Worker & Volunteer Coordinator

New position request 

Community Development

8. Update and request a call for hearing to be held Tuesday, June 15, 2021 at 10:30 a.m. on an update of the Clallam County Shoreline Master Program (SMP) and Administrative Procedures Clallam County Code Title 35, Chapter 35.01, Shoreline Management

Update and request a call for hearing 

9. Briefing on draft Ordinance Chapter - Recreational Use

Briefing 

Budget

10. Resolution authorizing submission of requests to the US Department of Treasury for release of awarded funding under the American Rescue Plan Act ("ARPA") and designation of County contact person for ARPA (3a)*

Resolution 

11. Review the "How Did We Do" reports comparing each month's actual performance against the 2021 Annual Budget

Review the "How Did We Do" 

General Discussion/Items for Future Agendas

- A. Quarterly reports - NODC, CIE, SBDC and EDC (June 7 at 9 a.m.)
- B. Charter Review Recommendation follow-up meeting (June 14)
- C. Emergency Operation Center discussion (June 14)

- D. Department of Natural Resources quarterly report (June 21 at 1 p.m.)
- E. Olympic National Forest update (August 2 at 10:30 a.m.)
- F. Noise Ordinance (TBD)

EXECUTIVE SESSION - 1 p.m.

The Human Resources Department requests an Executive Session with the BOCC from 1:00 - 2:00 pm to discuss collective bargaining and contract negotiations with all represented unions of Clallam County.

RCW 42.30.140 (4)(a) - Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

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

Executive Session

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



AGENDA ITEM SUMMARY

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

2
5/17/21

Department: Sheriff

WORK SESSION ☒ Meeting Date: 05/17/21

REGULAR AGENDA ☒ Meeting Date: 05/25/21

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

Item summary:

- ☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance

- ☒ Contract/Agreement/MOU - Contract # 811-12-06 7th MOU
☐ Proclamation
☐ Final Ordinance
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

In 1995 the Jamestown S'Klallam Tribe and Clallam County entered into a Community Contribution Agreement Memorandum of Understanding (MOU) as per the Tribal-State Gaming Compact to formalize responsibilities of the parties for utilization of the funds disbursed as per the Compact. The MOU is being updated for the Seventh time to update the "holding area" requirement set out in the Fifth MOU.

The previously executed Sixth MOU changed the term of the agreement to be on a year-to-year basis, with an automatic renewal, unless otherwise terminated by the parties.

Budgetary impact:

None

Recommended action:

Approval by the Board

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

Name of Employee/Stakeholder attending meeting: Sheriff Benedict

Relevant Departments: Sheriff's Office

Date submitted: 05/11/21

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

811-12-06 Hhmon

**GAMING COMPACT
COMMUNITY CONTRIBUTION AGREEMENT
SEVENTH MEMORANDUM OF UNDERSTANDING**

Whereas, the State of Washington ("State") and the Jamestown S'Klallam Tribe ("Tribe") have entered into a Tribal-State Gaming Compact dated January 15, 1993 ("Compact") for Class III gaming; and

Whereas, the Compact provides in Section III.C.3.(b)(3) that the Tribe and local jurisdictions potentially impacted by the Tribe's gaming operation ("Gaming Center") shall enter into a Memorandum of Understanding ("MOU") delineating the anticipated governmental relationships and responsibilities of the parties, both on and off the Tribe's Reservation, with respect to the utilization of the funds to be provided by the Tribe under that section ("Community Contribution"); and

Whereas, the Compact provides in Section X that the Tribal Gaming Agency ("TGA") and the Clallam County Sheriff's Office ("CCSO") will each have the authority to investigate and make arrests, if necessary, for all Class II and III gambling and related crimes against the laws of the Tribe and applicable laws of the State that occur within the Gaming Center or associated Tribal lands; and

Whereas, in January, 2007, a fifth memorandum of understanding was signed between the Tribe, Clallam County and the CCSO ("**Fifth JST-CC-MOU**") dealing with 1) criminal enforcement authority, 2) a holding area at the casino, 3) payment of a sum certain, instead of a percentage, by the Tribe to the CCSO, and 4) enforcement staff for special events, to remain in effect for two (2) years from the date it was fully executed, or January 20, 2009; and

Whereas, the Tribe and the CCSO desire to update the "holding area" requirement set out in the **Fifth JST-CC-MOU**;

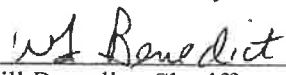
Now, therefore, the parties agree as follows:

The requirement for the Tribe to provide a "holding area in the casino," as referenced in the **Fifth JST-CC-MOU**, is canceled and the requirement henceforth will be met by the Tribe with a holding area at the Jamestown S'Klallam Tribe Justice and Enforcement Center, 110 Sophus Road, Sequim, WA 98382, Phone: (360) 681-5600; and

The above terms and conditions are agreed to for the parties by their undersigned respective representatives:

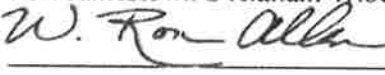
Dated this 15th day of April, 2021.

For: Clallam County Sheriff's Office



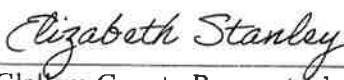
Bill Benedict, Sheriff

For: Jamestown S'Klallam Tribe



W. Ron Allen, Chairman/CEO

Approved as to Form by:



Clallam County Prosecutor's Office
Clallam County Prosecuting Attorney

For: Clallam County Board of Commissioners

Mark Ozias, Chair



AGENDA ITEM SUMMARY

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

3
5/17/21

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 5/17/21

REGULAR AGENDA ☒ **Meeting Date:** 5/25/21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Request that the Board call for a public hearing on the proposed surplus of seven vehicles currently in the possession of the Sheriff's Office that are now surplus to the department's needs. The department requests that the items be disposed of at public auction or used as trade.

Budgetary impact:

The revenue from the seven forfeited vehicles will be paid to OPNET with a portion to the State as per RCW.

Recommended action:

Approval by the Board to call for the hearing.

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

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

Relevant Departments: Sheriff

Date submitted: 5/12/21

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



RESOLUTION _____, 2021

CALL FOR HEARING ON THE PROPOSED SURPLUS OF VEHICLES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Sheriff's Office reports that the following vehicles are surplus to their needs.
 - a. 2000 Lincoln Continental, VIN – 1LNHM87A8YY753384
 - b. 2000 BMW 328 coupe, VIN – WBABM5342YJP01263
 - c. 2002 Dodge Durango, VIN – 1B8HS58NX2F187429
 - d. 2003 Lincoln Navigator, VIN – 5LMFU28R93LJ30254
 - e. 2003 Honda Pilot, VIN – 2HKYF18563H511873
 - f. 2003 Toyota Sienna, VIN – 4T3ZF13C23U511761
 - g. 2008 Dodge Ram 2500, VIN – 3D7KS28A78G195782
2. The Sheriff's Office desires to dispose of the vehicles by sale at public auction or trade.
3. The Board of Clallam County Commissioners has the responsibility to determine if it is in the best interest of the county and the people to surplus the items listed above as excess to their needs.
4. RCW 36.34.040 requires that the Board hold a public hearing to determine whether it is proper and advisable to dispose of the surplus property.

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

1. That a public hearing on the proposed disposal by sale at public auction or trade to be held in the Commissioners' meeting room, 223 East 4th Street, Room 160, Port Angeles, Washington at 10:30 a.m. on June 8, 2021.

PASSED AND ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

Publish: May 28 and June 6, 2021

Bill: Sheriff



AGENDA ITEM SUMMARY

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

4
5/17/21

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** May 17, 2021

REGULAR AGENDA ☒ **Meeting Date:** May 25, 2021

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-21-PASD | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Interagency Agreement is between Clallam County Health and Human Services and Sequim School district for provision of Transition Program Training. The Agreement is effective June 1, 2021 to August 31, 2021 for a maximum consideration of \$3,000.

The Prosecuting Attorney's Office reviewed and approved Interagency Agreement between Clallam County and Port Angeles School District on May 9, 2021.

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?** ☐

Funds are in the HHS budget.

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

Please review and approve.

County Official signature & print name:  KEVIN LaRocca

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: Health and Human Services

Date submitted: May 12, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - 11331-21-PASD 6.1.21 thru 8-31-21
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

INTERAGENCY AGREEMENT
Between
CLALLAM COUNTY
And
PORT ANGELES SCHOOL DISTRICT

This Agreement is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**" and Port Angeles School District hereinafter referred to as "**the District**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Port Angeles School District to perform as described in **Attachment A**.

Section 2. Term

This Agreement shall commence on June 1, 2021, and will terminate on August 31, 2021.

Section 3. Scope of Work

The District agrees to participate in the services, identified on **Attachment A**.

- A. The District supports the County's Developmental Disabilities program goals and objectives.
- B. The County shall provide monthly progress reports from Vocational Provider Vendors as detailed in **Attachment A**.

Section 4. Compensation

The County shall be paid by the District for completed work under this Agreement as follows:

- A. Payment for Transition Services as outlined in **Attachment B** shall not exceed \$3,000.00 without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. County shall bill and the District will pay for Transition Services for a maximum consideration of \$3,000.00.

- C. The Vocational Provider Vendors may submit invoices to the County for Transition services completed by August 31, 2021. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the vendor in the amount approved. Payment will not be unreasonably withheld and the Vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis, due by the 10th of the month following delivery of services. No invoices received more than 60 days following the end of the month of service will be paid.
- D. The County will make final payment of any balance due the Vendor promptly upon its ascertainment and verification after the completion of the services under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The County, District and Vendor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Vendor to the County for Vendor provided services in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Vendor under this contract and shall also include detailed expenses related to fulfillment of this contract as described in Attachment A, Section County, Item 7f.

Section 5. Compliance with Laws

The District, County and Vendor shall, in participating in the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify

extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

The District shall obtain and keep in force during the terms of the Agreement, or as otherwise required

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. District shall provide proof of insurance to the County, in care of, Kelley Lawrence, Developmental Disabilities, 111 E. 3rd Street, Port Angeles, WA 98362, prior to commencing services.
- C. The District shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. Each party certifies that it is self-insured, is a member of a risk pool, or maintains insurance of not less than \$1,000,000.00 of combined single limit coverage. The County shall pay for losses for which it is found liable. The District shall pay for losses for which it is found liable.

Section 8. Independence

The District and the County agree that all parties are independent with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither party shall be entitled to any benefits accorded employees by virtue of the services provided under this agreement. Neither party shall be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee of the other party's employees.

Section 10. Reporting

The Vocational Provider Vendor will provide a report to the County for payment for services provided. This report will be submitted with the appropriate invoice.

Section 11. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the District shall be entitled to payment for training completed. An equitable adjustment in the contract price for partially completed items of training will be made, but such adjustment shall not include provision for loss of deleted or uncompleted training.

Section 12. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 13. Integrated Agreement

This Agreement together with Attachments or addenda represents the entire and integrated agreement between the County and the District and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and District.

Section 14. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
111 East 3rd Street
Port Angeles, WA 98362
Attention: Kelley Lawrence

If to the District:

Port Angeles School District
216 East 4th Street
Port Angeles, WA 98362
Attention: Marty Brewer, Superintendent

Either party may change its address for notice by providing written notice to the other party.

Approved this _____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Mark Ozias, Chair

ATTEST:

Clerk of the Board

Approved this _____ day of _____, 2021

Marty Brewer
Superintendent
Port Angeles School District

ATTACHMENT "A" (SCOPE OF WORK)

The County will provide Transition planning services that focus on providing vocational training and/or supported employment opportunities to eligible District students between the ages of eighteen and twenty-one, with a specific focus on the last two years of school.

Transition Services:

District:

The District will be responsible for the overall coordination of activities for eligible Port Angeles School District students including Individualized Education Programs (IEP's) and Transition Services. The District will be responsible to provide:

1. A list that identifies all students who should receive transition planning services.
 - a. Student has accessed the District's on and off campus and community vocational opportunities.
 - b. Student's DDD eligibility is confirmed.
 - c. Student is between the ages of 18-21, with a priority of those students in their final two years of high school.
 - d. Student and family have completed a Person Centered Plan (PCP) and/or has a clearly articulated Post School Outcome goal as noted on IEP.
 - e. Student has applied for services with the Division of Vocational Rehabilitation (DVR).
 - f. Through the IEP* process, the student and parent are presented the Transition Services option and Written Responsibilities/Commitment to the Program. **IEP potential team members may include the student, parent, CCDD Representative, DDD Case Manager, School IEP Case Manager, DVR Counselor, Vocational Teacher(s), Transition Specialist and/or LSS Administrator.*
 - g. A Transition Service Level Request for each student for the school year from September 1 until June 30th each year. A separate request will be initiated prior to June 30th each year for all students approved for extended school year services by their IEP Team.
2. Team Meeting and notification to the student's chosen vocational provider.
 - a. IEP Case Manager will assume continued responsibility for setting up meetings. **IEP team members may include those outlined above in section 1, item f, in addition to the identified vocational provider.*
 - b. IEP Case Manager will have available all vocational materials and data (PCP, FVE, student portfolio, current IEP, current reevaluation).
 - c. Ensure that a County-supported Vendor has been selected and student/family has selected the Vocational Provider they would like to work with.
 - d. Contractual services formally begin.

- e. IEP Case Manager will document and notify County of extended school year approvals prior to June 30th of each contract year to assure funding for services during July and August of that school year.
3. Collaborative staff that will identify each student's Transition planning services needs in writing.
 - a. Including identified activities, steps for implementation, student/staff involved and projected timelines.
 - b. Discuss and determine roles of participants.

County:

The County will be responsible for the coordination of selected Vocational Services from Vendors as indicated by the Port Angeles School District for eligible students. The County will be responsible to provide:

1. A point of contact for the District.
2. Training to the District staff on Clallam County Developmental Disabilities adult services.
3. Resource materials.
4. Vendor Selection services to student and family to assist in their informed choice of a Vocational Provider. These services include:
 - Orientation to Vendor Selection services and the available array of services and providers in Clallam County who are willing to work with the Port Angeles School District.
 - Planning assistance for interview process.
 - Logistical supports for interviews.
 - De-briefing supports.
 - Written notice is provided to student/family, Port Angeles School District, Clallam County Health & Human Services and Vocational Provider regarding the selection of the Vocational Provider.
5. Benefit Analysis services when requested.
6. Match Port Angeles School District funding with Clallam County Millage Funds
7. Qualified Vocational Providers who will:
 - a. Collaborate with District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
 - b. Effectively communicate with the student's family and their case manager, informing them of activities, progress and timelines as outlined in the IEP;

- c. Develop individualized vocational services plan when needed;
- d. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff;
- e. Work closely with District staff for purposes of transportation needs. Qualified Vocational Providers may only transport students in the private vehicles of staff according to their contract agreement with the County; and
- f. Provide monthly written progress reports according to County format to Clallam County Health & Human Services which include:
 - 1. Direct service hours to the student.
 - 2. Hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development.
 - 3. Student's wages earned.
 - 4. Hours worked.
 - 5. Progress on work skills and behaviors as identified and outlined on IEP.

ATTACHMENT "B"
(COMPENSATION)

1. Supplemental Billing Procedures

- a. The County shall bill the District monthly for each authorized student. Transition planning services reimbursement rates are as follows:

Vendor Selection Services

1. Clallam County will provide these services at no cost to the Port Angeles School District.

Employment Services

1. Standard rates:
- Maximum of 20 hours per month of support provided to individual student.
 - \$30.00 per hour of support provided to individual student; maximum of \$600.00/month per student.
2. Individualized rates will be pre-authorized by the District in writing.

Benefit Analysis Services

1. Standard Rate: \$35.00 per hour per student

Maximum of 2 hours. Additional hours pre-authorized by the District in writing.

- b. The County will provide student monthly written progress reports according to County specified format with each invoice.



AGENDA ITEM SUMMARY

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

5
5/17/21
3b

Department: Parks, Fair & Facilities

WORK SESSION ☒ Meeting Date: 05/17/2021

REGULAR AGENDA ☒ Meeting Date: 05/18/2021

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

Item summary:

- | | | |
|--|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other <u>Purchase and Sales Agreement; Deed</u> |
- Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County negotiated terms of Clallam Bay Bonsell Parcel Vacant Land - Purchase and Sale Agreement - to complete parcel acquisition. The total 2.68 acres parcel will be added to the existing Clallam Bay West County Park 8.64 acres to increase public access to saltwater beaches.

The expansion of existing County owned parks is a general and public benefit through expanded services and buffers and meets the Clallam County Park Comprehensive Parks & Recreation Master Plan (CCCPR), Action Plan (Chapter 5, page 1): The Park Board feels that one **high priority need** of county residents for county parks is to **improve and expand public access to saltwater and freshwater beaches** throughout Clallam County.

This property is listed on the CCCPR Master Plan Action Plan, Acquisition Program List and meets three of four CCCPR Master Plan Action Plan, Park Acquisition Priorities (Chapter 5, page 4):

- Acquire new saltwater and freshwater access properties for water dependent recreation, including water and whale trails, and purchase tidelands wherever they link or expand public tideland uses.
- Acquire properties that expand existing county park lands and provide for expanded services or buffers adjacent to these existing sites.
- Acquire wetland or habitat conservation areas appropriate and important to county needs.

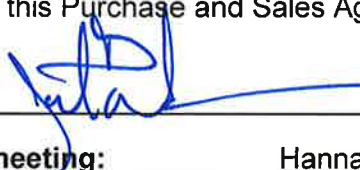
A resolution has been drafted authorizing Clallam County Park Supervisor, Hannah Merrill, to sign the closing parcel purchase documents.

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? ☐

Additional funds will need to be budgeted for this \$90,000 parcel purchase.

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

Recommend BOCC review, approve, and sign this Purchase and Sales Agreement, Deed, and Resolution.

County Official signature & print name:  Joel G. Winborn, Director

Name of Employee/Stakeholder attending meeting: Hannah Merrill, Parks Supervisor

Relevant Departments: Parks, Fair & Facilities Department

Date submitted: 05/12/2021

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

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

Agenda Item Summary - CBparcelACQ051721

Revised: 3-04-2019



RESOLUTION _____, 2021

AUTHORIZING HANNAH MERRILL, CLALLAM COUNTY PARKS SUPERVISOR,
TO SIGN CLOSING DOCUMENTS FOR THE 16401 HWY 112,
CLALLAM BAY WA, FROM KEVIN R & KELLY MK BONSELL.

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Kevin R and Kelly MK Bonsell are the sole owners of the real property located at 16401 HWY 112, Clallam Bay WA, under Tax Parcel No. 1232204200000000.
2. On May 3rd the Board of Clallam County Commissioners (BOCC) met in Executive Session to discuss and approve moving forward with the purchase of the property located at 16401 HWY 112, Clallam Bay WA under Tax Parcel No. 1232204200000000.
3. At the May 17th work session the BOCC discussed the purchase and sale agreement of the property located at 16401 HWY 112, Clallam Bay WA under Tax Parcel No. 1232204200000000 and the Resolution authorizing Hannah Merrill, Clallam County Parks Supervisor, to sign closing documents.

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

1. Authorizing Hannah Merrill, Clallam County Parks Supervisor, to sign closing documents with Advantage Escrow Company for the purchase of real property located at 16401 HWY 112, Clallam Bay WA under Tax Parcel No. 1232204200000000.

PASSED AND ADOPTED this _____ day of _____, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

Read and Approved

When recorded return to:
Clallam County
223 E 4th, Ste 7
Port Angeles, WA 98362

STATUTORY WARRANTY DEED

Escrow No. 5883
Title Order No. 136677

THE GRANTOR **Kevin R. Bonsell and Kelly MK Bonsell, husband and wife**

for and in consideration of ten dollars and other good and valuable consideration

in hand paid, conveys, and warrants to **Clallam County, a political subdivision of the State of Washington**
the following described real estate, situated in the County of Clallam, State of Washington:

Government Lot 4, Section 20, Township 32 North, Range 12 West, W.M., Clallam County, Washington;
EXCEPT that portion conveyed to Clallam County for road purposes by deed recorded June 12, 1936 under Auditor's File No. 168260;

ALSO EXCEPT that portion lying Northerly and Easterly of the Clallam River acquired by the State of Washington for park purposes, by Decree of Appropriation filed December 24, 1980 in Clallam County Superior Court Cause No. 26137 and recorded February 2, 1981 under Auditor's File No. 516598;

ALSO EXCEPT that portion lying North of the County Road (now SR 112) and East of the West line of tract conveyed to Ralph R. Wall and Catherine A. Wall, husband and wife, by deeds recorded July 26, 1994 under Auditor's File Nos. 709755, 709756, 709757 and 709758, said line described as beginning at a point on the North margin of the County Road 216 feet West of the East line of said Government Lot 4, thence North parallel with said East line 185 feet to the center of the Clallam River and the end of said line description;

ALSO EXCEPT that portion described as follows:

Beginning at the point of intersection of the East line of said Government Lot 4 with the Northerly line of the county road as now established; Thence Westerly along the Northerly line of said county road a distance of 216 feet to the True Point of Beginning of this description;

Thence North parallel with the East line of said Government Lot 4 a distance of 100 feet;

Thence West at right angles a distance of 60 feet;

Thence South parallel with the East line of said Government Lot 4 a distance of 100 feet, more or less, to the Northerly line of said County Road;

Thence Easterly along the Northerly line of said County Road 60 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT that portion lying Southerly of SR 112.

SUBJECT TO: Easement recorded under Auditor's File No. 2010 1252895

Tax Parcel Number: 123220 420000/ PID 3422

Date: _____

Kevin R. Bonsell

Kelly MK Bonsell

STATE OF _____)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Kevin R. Bonsell and Kelly MK Bonsell are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the state of
Residing at _____
My appointment expires _____

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- | | |
|---|-----------------------|
| Authenticity | |
| Kevin R. Bonsell | 05/06/2021 |
| Seller Signature | Date |
| Kelly M.H. Bonsell | 05/06/2021 |
| Seller Signature | Date |
| Seller Address | |
| City, State, Zip | |
| (808) 344-2729 | |
| Seller Phone No. | Fax No. |
| Seller E-mail Address | |
| Coldwell Banker Danforth | 1021 |
| Listing Brokerage Firm | MLS Office No. |
| Paul Kim | 57204 |
| Listing Broker (Print) | MLS LAG No. |
| (206) 971-8800 | (206) 909-7100 |
| Firm Phone No. | Firm Fax No. |
| notices-contracts@cbdanforth.com | |
| Firm Document E-mail Address | |
| paulkimrealty@gmail.com | |
| Listing Broker E-mail Address | |
| 7521 | 101728 |
| Listing Broker DOL License No. | Firm DOL License No. |

Form 25
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Rev. 3/21
Page 2 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

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- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive

JKB 5/16/21

Buyer's Initials

Date

Buyer's Initials

Date

JKB 05/06/2021

Seller's Initials

Date

JKB 05/06/2021

Seller's Initials

Date

Form 25
Vacant Land PSA
Rev. 3/21
Page 3 of 6

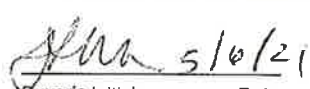
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such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.
- h. **Sale Information.** Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.
- i. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

		
Buyer's Initials	Buyer's Initials	Seller's Initials
Date	Date	Date
5/6/21	05/06/2021	05/06/2021

Form 25
Vacant Land PSA
Rev. 3/21
Page 4 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT

General Terms

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- j. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

[Signature] 5/6/21
Buyer's Initials Date

Buyer's Initials Date

[Signature] 05/06/2021
Seller's Initials Date

[Signature] 05/06/2021
Seller's Initials Date

Form 25
Vacant Land PSA
Rev. 3/21
Page 5 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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- q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term u.
- Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.
- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

JH/20 5/6/21
Buyer's Initials Date

Buyer's Initials Date

KRB 05/06/2021
Seller's Initials Date

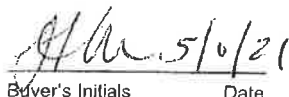
KMB 05/06/2021
Seller's Initials Date

Form 25
Vacant Land PSA
Rev. 3/21
Page 6 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

 5/6/21

Buyer's Initials

Date

Buyer's Initials

Date

 05/06/2021

Seller's Initials

Date

 05/06/2021

Seller's Initials

Date

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* "On closing" or similar language is not recommended. Use a definite date.

Form 22 L&A
Land & Acreage Addendum
Rev. 3/21
Page 1 of 4

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LAND AND ACREAGE ADDENDUM

The following is part of the Purchase and Sale Agreement dated May 05, 2021 1
between Clallam County ("Buyer") 2
and Kevin R Bonsell ("Seller") 3
concerning 16401 HWY 112 Clallam Bay 98326 (the "Property"). 4
Address City State Zip

1. **BUYER ACKNOWLEDGMENTS:** If Buyer has any questions regarding the Property, Buyer is advised to make the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES:
 - a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the Property.
 - b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing Broker nor the Buyer Broker shall be responsible for any discrepancies in boundary lines, information regarding the size of the Property, identification of easements or encroachment problems.
 - c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is suitable for any needed on-site sewage disposal system and related equipment.
 - d. A generally accepted method for determining water quality from any well or other water delivery system is to have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only provide information regarding water quality or quantity at the time of the test(s) and provide no representation or guarantee that results will not change or vary at other times.
 - e. If the Property is currently taxed at a reduced rate because a special classification such as open space, agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required to be paid if the use classification is changed or withdrawn at Closing or in the future.
 - f. A generally accepted method for determining the value of timber growing on the Property is to have a qualified forester or forest products expert "cruise" the Property and give a written valuation.
 - g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If there is an on-site sewage system on the Property that has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system. A purge test consists of introducing water into the system to determine whether the system is functioning properly.
 - h. Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred.
 - i. Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should use due diligence to investigate such agreements.
 - j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date.

	<u>5/6/21</u>		<u>05/06/2021</u>		<u>05/06/2021</u>
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date

Form 22L&A
Land & Acreage Addendum
Rev. 3/21
Page 2 of 4

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LAND AND ACREAGE ADDENDUM

Continued

2. CONTINGENCIES:

- a. **General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement.
- b. **Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived.
- c. **Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller:

Paid by Buyer	Paid by Seller		Contingency period (10 days if not filled in)	
☐	☐	i. Survey. Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available.	_____ days	
☐	☐	ii. Perc Test. Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	_____ days	
☐	☐	iii. On-Site Sewage System. The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional, with results of the inspection to be satisfactory to Buyer in Buyer's sole discretion. If Seller had the OSS inspected within _____ months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the OSS unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	_____ days	
		The OSS inspection ☐ shall; ☐ shall not include a purge test to determine if the OSS is functioning properly.		
		Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.		
☐	☐	iv. Water Quality. Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional.	_____ days	
		Water quality and/or purity tests ☐ shall; ☐ shall not be submitted to a private lab for further evaluation.		

AM 5/6/21
Buyer's Initials Date

Buyer's Initials Date

KRB 05/06/2021
Seller's Initials Date

KMB 05/06/2021
Seller's Initials Date

Form 22L&A
Land & Acreage Addendum
Rev. 3/21
Page 3 of 4

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LAND AND ACREAGE ADDENDUM

Continued

- ☐ ☐ v. **Water Quantity.** Water quantity tests (4 hour draw down _____ days 92
test or other test selected by Buyer) showing a sustained 93
flow of _____ g. p. m., which Buyer agrees will be 94
adequate to reasonably meet Buyer's needs. Water 95
quantity test to be performed by a qualified professional. 96
- ☐ ☐ vi. **Timber.** Timber cruise conducted by a qualified forest _____ days 97
products expert of Buyer's choice, with results of the cruise 98
to be satisfactory to Buyer in Buyer's sole discretion. 99

3. ADDITIONAL PROVISIONS (check as applicable)

100

- ☒ **Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency 101
set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). 102
Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any 103
matters affecting the Property including, without limitation, the condition of any improvements to the Property, 104
the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, 105
the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical 106
area on the Property, the number and location of approved road approaches from public roads, and the 107
presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is 108
feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing 109
any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 110

This feasibility study contingency shall conclusively be deemed waived unless _____ (10 days if not filled in) 111
not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely 112
disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 113

- ☐ **Irrigation and Water** Seller represents that there are _____ shares of _____ irrigation/frost 114
water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should 115
consult with an attorney to facilitate the transfer of any water rights. 116

- ☐ **Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and 117
interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 118
Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 119
occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 120
agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 121
extent delegated to and assumed by Buyer hereunder. 122

- ☐ **Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or 123
before _____. A party shall conclusively be deemed to have waived this contingency unless 124
notice in conformance with this Agreement is provided to the other party by the foregoing date. 125

- ☐ **Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of 126
the Agreement: ☐ portable buildings; ☐ sheds and other outbuildings; ☐ game feeders; ☐ livestock feeders 127
and troughs; ☐ irrigation equipment; ☐ fuel tanks; ☐ submersible pumps; ☐ pressure tanks; ☐ corrals and 128
pens; ☐ gates and fences; ☐ chutes; ☐ other: _____ 129

The value assigned to the personal property included in the sale shall be \$ _____ 130
Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 131

- ☐ **CRP Program.** Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program 132
("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. 133
All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA 134
or applicable government agency prior to Closing. Any applicable program payments shall be prorated as of Closing. 135

Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) 136
after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This 137
contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days 138
if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the 139
Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 140

Handwritten Signature 5/4/21 KRB 05/06/2021 KMB 05/06/2021
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 22L&A
Land & Acreage Addendum
Rev. 3/21
Page 4 of 4

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LAND AND ACREAGE ADDENDUM

Continued

- ☐ 4. **DOCUMENT REVIEW PERIOD.** If this box is checked, Seller shall deliver to Buyer a copy of the following documents within _____ (20 days if not filled in) of mutual acceptance:
- _____
- _____

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- ☐ 5. **ADDITIONAL INSPECTIONS.** If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional _____ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement.

6. TAX DESIGNATION.

- a. **Classification of Property.** Seller represents that the Property is classified as ☐ open space ☐ farm and agricultural ☐ timberland under Chapter 84.34 RCW.
- ☐ b. **Removal from Classification.** Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by ☐ Seller ☐ Buyer ☐ both Seller and Buyer in equal shares (Seller if no box is checked).
- ☐ c. **Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.


Buyer's Initials Date

Buyer's Initials Date

 05/06/2021
Seller's Initials Date

 05/06/2021
Seller's Initials Date

PID No. 3422
Tx Pcl No. 123220 420000

Authenticator	
<i>Kevin R. Bonsell</i>	01/04/2021
1/4/2021 7:48:51 PM PST	
Authenticator	
<i>Kelly M. Bonsell</i>	01/05/2021
1/5/2021 11:53:10 AM PST	

EXHIBIT "A"

LEGAL DESCRIPTION

Government Lot 4, Section 20, Township 32 North, Range 12 West, W.M., Clallam County, Washington;

EXCEPT that portion conveyed to Clallam County for road purposes by deed recorded June 12, 1936 under Auditor's File No. 168260;

ALSO EXCEPT that portion lying Northerly and Easterly of the Clallam River acquired by the State of Washington for park purposes, by Decree of Appropriation filed December 24, 1980 in Clallam County Superior Court Cause No. 26137 and recorded February 2, 1981 under Auditor's File No. 516598;

ALSO EXCEPT that portion lying North of the County Road (now SR 112) and East of the West line of tract conveyed to Ralph R. Wall and Catherine A. Wall, husband and wife, by deeds recorded July 26, 1994 under Auditor's File Nos. 709755, 709756, 709757 and 709758, said line described as beginning at a point on the North margin of the County Road 216 feet West of the East line of said Government Lot 4, thence North parallel with said East line 185 feet to the center of the Clallam River and the end of said line description;

ALSO EXCEPT that portion described as follows:

Beginning at the point of intersection of the East line of said Government Lot 4 with the Northerly line of the county road as now established; Thence Westerly along the Northerly line of said county road a distance of 216 feet to the True Point of Beginning of this description;

Thence North parallel with the East line of said Government Lot 4 a distance of 100 feet;

Thence West at right angles a distance of 60 feet;

Thence South parallel with the East line of said Government Lot 4 a distance of 100 feet, more or less, to the Northerly line of said County Road;

Thence Easterly along the Northerly line of said County Road 60 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT that portion lying Southerly of SR 112.

Situate in the County of Clallam, State of Washington.

John 5/6/21

Form 22HH
Clallam County Disclosure
Rev. 3/16
Pages 1 of 1

**CLALLAM COUNTY DISCLOSURE
FOREST, MINING, AND AGRICULTURAL USE**

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The following is part of the Purchase and Sale Agreement dated May 05, 2021
between Clallam County ("Buyer")
and Kevin R Bonsell ("Seller")
concerning APN# 1232204200000000 Clallam Bay WA 98326 (the "Property")
Address City State Zip

Buyer acknowledges that the Property may be subject to the Clallam County Right to Practice Forestry, Mining and Agriculture Ordinance (Clallam County Code Chapter 27.10), which states:

If the Property is within 600 feet of property used for forestry, mining or agricultural operations or included within an area zoned for forestry or agricultural purposes or as a designated mining site, you may be subject to inconveniences or discomforts arising from such operations, INCLUDING BUT NOT LIMITED TO NOISE, TREE REMOVAL, ODORS, INSECTS, FUMES, DUST, SMOKE, THE OPERATION OF MACHINERY OF ANY KIND DURING ANY 24 HOUR PERIOD (INCLUDING AIRCRAFT), THE STORAGE AND DISPOSAL OF MANURE, AND THE APPLICATION BY SPRAYING OR OTHERWISE OF CHEMICAL FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES.

Clallam County has determined that the use of real property for forestry, mining or agricultural operations is a high priority and favored use to the County and will not consider to be a nuisance those inconveniences or discomforts arising from forestry, mining or agricultural operations, if such operations are consistent with commonly accepted best management practices and comply with local, State and Federal laws. HOWEVER, THOSE ACTIVITIES WHICH ARE NOT RELATED TO NORMAL FORESTRY, MINING OR AGRICULTURAL OPERATIONS OR WHICH DO NOT FOLLOW BEST MANAGEMENT PRACTICES, AS DEFINED IN THE FOREST PRACTICES ACT, THE SURFACE MINING ACT OR THE CLALLAM COUNTY CONSERVATION DISTRICT FOR AGRICULTURAL PRACTICES, ARE NOT PROTECTED UNDER THE PROVISIONS OF THIS ORDINANCE.

Seller and Buyer authorize and direct Closing Agent to record this disclosure in conjunction with the deed conveying the Property as set forth in the Clallam County Code.

Hannah Meyer 5/11/2021
Buyer Date

Buyer Date

Authentisign
Kelly MK Bonsell 05/06/2021
5:00:45 PM PDT Date

Authentisign
Kevin R. Bonsell 05/06/2021
5:01:28 PM PDT Date

Form 22E
FIRPTA Certification
Rev. 7/19
Page 1 of 1

FIRPTA CERTIFICATION

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The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property ☒ at:

APN# 1232204200000000

Clallam Bay

WA 98326

Address

City

State

Zip

or ☐ (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I ☐ AM ☒ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is PO Box 414

Keyport

WA 98345

Address

City

State

Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Kevin R. Bonsell

01/04/2021

Kelly MK Bonsell

01/05/2021

Seller 01/05/2021 7:48:11 PM PST

Date

Seller 01/05/2021 11:53:09 AM PST

Date

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer

Date

Buyer

Date

Form 36
Counteroffer Addendum
Rev. 8/11
Page 1 of 1

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COUNTEROFFER ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated May 05, 2021,
concerning 16401 HWY 112 Clallam Bay 98326 (the "Property"),
Address City State Zip
by Kevin R Bursell & Kelly MK Bonsell, as Seller
and the undersigned Clallam County, as Buyer
are accepted, except for the following changes.

☒ **The Purchase Price** shall be \$ 90,000.00 Ninety thousand dollars

☒ **Other.**
Conditioned on the formal approval and authorization by the Clallam County Commissioners appointing Hannah Merrill to sign all closing documents.

Feasibility contingency is removed.

This counteroffer shall expire at 9:00 p.m. on _____ (if not filled in, two days after it is delivered),
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor,
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the
Earnest Money shall be refunded to Buyer.

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth.

Hannah Merrill 5/11/2021
Signature Date Signature Date

The above counteroffer is accepted.

Kevin R. Bonsell 05/12/2021
Signature Date

Authentisign

Kelly MK Bonsell 05/12/2021
Signature Date



Order Summary Sheet for Commitment No.: 136677

Enclosed: Preliminary Title Commitment

The following information is for your convenience and not part of the Preliminary Title Commitment. You should read the attached Preliminary Title Commitment very carefully. If you have any questions about your commitment please contact us at (360) 457-2000 during business hours Monday through Friday from 8:00am to 5:00pm PST or email your contact below.

Reference No.: 5883

Loan No.:

Property Address: 16401 Hwy 112, Clallam Bay, WA 98326

Seller: Kevin R. Bonsell and Kelly MK Bonsell

Buyer: Clallam County

Your Escrow Contact:

Escrow Officer/L.P.O.....

Your Title Contact:

Tracey Moore Title Department tracey@clallamtitle.com

Recording Department:

Lucas Watkins Recording Clerk..... lucas@clallamtitle.com

Please be advised that we require an email to release all recordings. Thank you in advance for your assistance!

Clallam County Offices:

204 S. Lincoln Street / PO Box 248, **Port Angeles**, WA 98362 | phone **360.457.2000**

205 W. Washington Street / PO Box 1990, **Sequim**, WA 98382 | phone **360.683.2000**

*We know you have a choice when choosing Title & Escrow Services,
THANK YOU for choosing CLALLAM TITLE COMPANY!*

www.ClallamTitle.com



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: **Clallam Title Company**

Issuing Office: **204 South Lincoln P.O. Box 248
Port Angeles, WA 98362**

Issuing Office's ALTA® Registry ID: **0002992**

Loan ID No.:

Commitment No.: **136677**

Reference No.: **5883**

Property Address:

16401 Hwy 112, Clallam Bay, WA 98326

SCHEDULE A

1. Commitment Date: **May 10, 2021 at 8:00AM**

2. Policy to be issued:

- (a) ☒ ALTA® **Owner Standard** Policy
 Proposed Insured: **Clallam County**
 Proposed Policy Amount: **\$90,000.00**
 Premium: **\$644.00**
 Sales Tax: **\$56.67**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**

4. The Title is, at the Commitment Date, vested in:

Kevin R. Bonsell and Kelly MK Bonsell, husband and wife

Your title officer for this transaction is **Tracey Moore**. If you have any questions concerning this title commitment, please do not hesitate to call me at **(360) 457-2000** or email **tracey@clallamtitle.com**.

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5. The Land is described as follows:

Government Lot 4, Section 20, Township 32 North, Range 12 West, W.M., Clallam County, Washington;
EXCEPT that portion conveyed to Clallam County for road purposes by deed recorded June 12, 1936 under Auditor's File No. 168260;

ALSO EXCEPT that portion lying Northerly and Easterly of the Clallam River acquired by the State of Washington for park purposes, by Decree of Appropriation filed December 24, 1980 in Clallam County Superior Court Cause No. 26137 and recorded February 2, 1981 under Auditor's File No. 516598;

ALSO EXCEPT that portion lying North of the County Road (now SR 112) and East of the West line of tract conveyed to Ralph R. Wall and Catherine A. Wall, husband and wife, by deeds recorded July 26, 1994 under Auditor's File Nos. 709755, 709756, 709757 and 709758, said line described as beginning at a point on the North margin of the County Road 216 feet West of the East line of said Government Lot 4, thence North parallel with said East line 185 feet to the center of the Clallam River and the end of said line description;

ALSO EXCEPT that portion described as follows:

Beginning at the point of intersection of the East line of said Government Lot 4 with the Northerly line of the county road as now established; Thence Westerly along the Northerly line of said county road a distance of 216 feet to the True Point of Beginning of this description;

Thence North parallel with the East line of said Government Lot 4 a distance of 100 feet;

Thence West at right angles a distance of 60 feet;

Thence South parallel with the East line of said Government Lot 4 a distance of 100 feet, more or less, to the Northerly line of said County Road;

Thence Easterly along the Northerly line of said County Road 60 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT that portion lying Southerly of SR 112.

Situate in the County of Clallam, State of Washington.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule B – Part I	

Commitment No.: 136677

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule B – Part II	

SCHEDULE B, PART II
Exceptions (Continued)

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry or persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public record.
6. (A) Unpatented mining claims; (B) reservations or exceptions in patents or in acts authorizing the issuance thereof; (C) water rights, claims or title to water; Whether or not the matters excepted under (A), (B), or (C) are shown by the public records; (D) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, Labor or Material therefore or hereafter furnished, imposed by law and not shown by the public records. Any lien, or right to lien, for services, labor materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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9. Lien of the real estate excise sales tax and surcharge upon any sale of said land, if unpaid.
Tax Code is: 0301

10. General taxes, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

TAX ACCOUNT NO.	YEAR	AMOUNT BILLED	AMOUNT PAID
123220 420000	2021	\$198.51	None Paid

Property ID No. 3422

11. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, **whether or not** the interests or rights excepted in (a) or (b) appear in the Public Records.
12. Any question that may arise due to the shifting and/or changing in the course of the Clallam River.
13. Right of the state of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Clallam River.
14. Rights of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of the state. (Affects all of the premises subject to such submergence)
15. Easement, including terms and provisions contained therein:
Recorded: June 14, 2010
Recording No.: 2010 1252895
In favor of: Clallam County, a political subdivision, by and through its Road Department
For: Trails, path, sidewalks, slopes, drainage and utilities
Affects: Portion of said premises lying Northerly of SR 112
16. According to the application for title insurance, this company has been requested to issue an owner's policy in the following amount, which sale price is less than the assessed value of the property, according to the Clallam County tax rolls. Said policy must "Be issued in an amount at least equal to the full value of the estate insured, without deduction of encumbrances", in accordance with our rating schedule on file in the office of the state insurance commissioner.
- Sale price: \$90,000.00
Assessed value: \$17,559.00
17. Any loss or damage, because **Clallam** County, Washington or the State of Washington chooses to not accept the amount of excise tax tendered or chooses to record a lien against the property because the correct amount of excise tax was not paid at the time of the sale.

INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to auditor's discretion.
- B. Any sketch hereto is done so as a courtesy only and is not part of any title commitment or policy, it is furnished solely for the purpose of assisting in locating the Land and Clallam Title Company expressly disclaims any liability which may result from reliance made upon it.
- C. The legal description in this commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
- D. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

PTN GL 4 LYING N OF HWY 20-32-12
- E. As of the date hereof there are no matters against Clallam County, which would appear as exceptions in the policy to issue, except as shown herein.

PLEASE NOTE: THERE WILL BE A FEE OF \$5.44 PER E-RECORDED DOCUMENT INCLUDED ON ALL RECORDING INVOICES.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE OF THE COMPANY.

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2017-1359156

Page 1 of 5 Warranty Deed

Clallam Title Company
Clallam County Washington 12/29/2017 02:52:24 PM

When recorded return to:

Kevin R. Bonsell
Kelly MK Bonsell
PO Box 414
Keyport, WA 98345

NO 114038
CLALLAM COUNTY
TRANSACTION EXCISE TAX

DATE 272.0
PAID DEC 29 2017

AMOUNT 15,000
COUNTY TREASURER
BY: *A. Bertutz*

STATUTORY WARRANTY DEED

Escrow No.: 4967

Title Order No.: 125975 - C

THE GRANTOR(S)

Joy A. Stohr, as her separate estate and Linda N. Olson, as her separate estate and Randall E. Olson, sole heir of Eugene G. Olson, as his separate estate and Eddie D. Bryson, as Trustee of the Olson Shelter Trust under the Olson Family Living Trust dated December 24, 2014 and Eddie D. Bryson, as Trustee of the Surviving Trustor's Trust under the Olson Family Living Trust dated December 24, 2014, as their interests may appear

for and in consideration of ten dollars and other good and valuable consideration in hand paid, conveys, and warrants to

Kevin R. Bonsell and Kelly MK Bonsell, husband and wife

the following described real estate, situated in the County of Clallam, State of Washington:

Abbreviated legal: GL 4, 20-32-12 WWM Exc Ptns

Government Lot 4, Section 20, Township 32 North, Range 12 West, W.M., Clallam County, Washington;

EXCEPT that portion conveyed to Clallam County for road purposes by deed recorded June 12, 1936 under Auditor's File No. 168260;

ALSO EXCEPT that portion lying Northerly and Easterly of the Clallam River acquired by the State of Washington for park purposes, by Decree of Appropriation filed December 24, 1980 in Clallam County Superior Court Cause No. 26137 and recorded February 2, 1981 under Auditor's File No. 516598;

ALSO EXCEPT that portion lying North of the County Road (now SR 112) and East of the West line of tract conveyed to Ralph R. Wall and Catherine A. Wall, husband and wife, by deeds recorded July 26, 1994 under Auditor's File Nos. 709755, 709756, 709757 and 709758, said line described as beginning at a point on the North margin of the County Road 216 feet West of the East line of said Government Lot 4, thence North parallel with said East line 185 feet to the center of the Clallam River and the end of said line description;

ALSO EXCEPT that portion described as follows:

Beginning at the point of intersection of the East line of said Government Lot 4 with the Northerly line of the county road as now established; Thence Westerly along the Northerly line of said county road a distance of 216 feet to the True Point of Beginning of this description;

Thence North parallel with the East line of said Government Lot 4 a distance of 100 feet;

Thence West at right angles a distance of 60 feet;

Thence South parallel with the East line of said Government Lot 4 a distance of 100 feet, more or less, to the Northerly line of said County Road;

Thence Easterly along the Northerly line of said County Road 60 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT that portion lying Southerly of SR 112 and Easterly of the Northerly prolongation of the West line of Lot 1, Block 3, of the Townsite of Clallam, as recorded in Volume 3 of Plats, page 35, records of Clallam County, Washington.

SUBJECT TO: Easement recorded under Auditor's File No. 2010 1252895

Tax Parcel Number(s): 123220420000/123220420010

Dated: 12/22/17

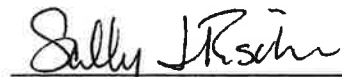
Attached to Statutory Warranty Deed
Stohr / Olson / Olson Trusts to Bonsell


Joy A. Stohr

STATE OF WASHINGTON)
) ss
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Joy A. Stohr is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 27, 2017


Notary Public in and for the state of Washington
Residing at Lakewood
My appointment expires 9-29-21



Linda N. Olson

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Linda N. Olson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the state of Washington
Residing at _____
My appointment expires _____

Attached to Statutory Warranty Deed
Stohr / Olson / Olson Trusts to Bonsell

Joy A. Stohr

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Joy A. Stohr is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the state of Washington
Residing at _____
My appointment expires _____

Linda N. Olson
Linda N. Olson

STATE OF WASHINGTON)
) ss
COUNTY OF King)

LUCRECIA WHITE
Notary Public
State of Washington
My Appointment Expires
Dec 9, 2021

I certify that I know or have satisfactory evidence that Linda N. Olson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-22-17

Lucricia White
Notary Public in and for the state of Washington
Residing at King County
My appointment expires Dec 9, 2021

Attached to Statutory Warranty Deed
Stohr / Olson / Olson Trusts to Bonsell

Randall E Olson

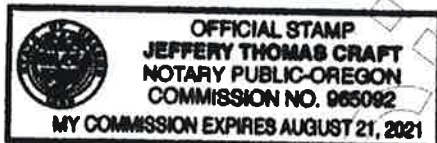
Randall E. Olson

STATE OF OREGON)
) ss
COUNTY OF Deschutes)

I certify that I know or have satisfactory evidence that Randall E. Olson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-26-17

Jeffery Thomas Craft
Notary Public in and for the state of Oregon
Residing at Oregon
My appointment expires Aug 21, 2021



Attached to Statutory Warranty Deed
Stohr / Olson / Olson Trusts to Bonsell

Olson Shelter Trust

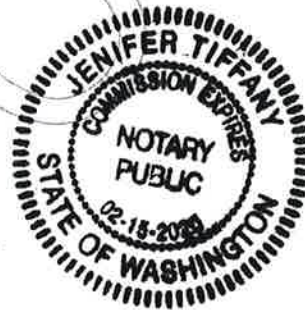
BY: E.D. Bryson
Eddie D. Bryson, Trustee

STATE OF WASHINGTON)
)ss
COUNTY OF King)

I certify that I know or have satisfactory evidence that Eddie D. Bryson is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he is authorized to execute the instrument and acknowledged it as the Trustee of the Olson Shelter Trust to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

Dated: 12/26/2017

Jenifer Tiffany
Notary in and for the state of Washington
Residing at Kirkland, WA
My appointment expires: 02/15/2020



Surviving Trustor's Trust

BY: E.D. Bryson
Eddie D. Bryson, Trustee

STATE OF WASHINGTON)
)ss
COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Eddie D. Bryson is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he is authorized to execute the instrument and acknowledged it as the Trustee of the Surviving Trustor's Trust to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

Dated: 12/26/2017

Jenifer Tiffany
Notary in and for the state of Washington
Residing at Kirkland, WA
My appointment expires: 02/15/2020



WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Right Of Way Easement

THE GRANTOR Arlen A. and Donnalynn Olson, husband and wife
for and in consideration of mutual benefits of a public trail and other valuable consideration grants
and conveys to **CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH
ITS ROAD DEPARTMENT**

an easement over, under, upon and across the hereinafter described lands, situate in the County of
Clallam, State of Washington, for the purpose of trails, paths, sidewalks, slopes, drainage and
utilities, being a portion of Tax Parcel No:123220420000

SEE LEGAL ATTACHED

Dated

6/14

20 10

Donnalynn F Olson

Arlen A Olson

GRANTOR:

GRANTOR:

STATE OF WASHINGTON)

STATE OF WASHINGTON)

COUNTY OF CLALLAM) ss.

COUNTY OF CLALLAM) ss.

On this day personally appeared before me
Arlen A and Donnalynn
Olson
to me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that ~~they~~ signed the same
as ~~their~~ free and voluntary act and deed,
for the uses and purposes therein mentioned.

Given under my hand and official seal this
14 day of June, 20 10

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 7/10/10

On this day of 20 before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared
and _____ to me known to be the
President and _____ Secretary, respectively, of _____ the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

That portion of the following described "Parcel A" lying within 70 feet northerly from the existing Centerline of SR 112 and being a portion of Government lot 4, section 20, township 32 north, range 12 west, W. M., Clallam County, Washington

"PARCEL A"

Government lot 4, section 20, township 32 north, range 12 west, W. M., Clallam County, Washington:

EXCEPT that portion thereof described as follows:

Beginning at the point of intersection of the east line of said government lot 4 with the northerly line of the county road as now established; thence westerly along the northerly line of said county road a distance of 216 feet to the true point of beginning of this description; thence north parallel with the east line of said government lot 4 a distance of 100 feet; thence west at right angles a distance of 60 feet; thence south parallel with the east line of said government lot 4 a distance of 100 feet, more or less, to the northerly line of said county road; thence easterly along the northerly line of said county road 60 feet more or less to the true point of beginning.

ALSO EXCEPTING that portion of government lot 4 in said section 20, township 32 north, range 12 west, W. M., described as follows:

A tract 16 feet by 300 feet, commencing at the southeast corner of said government lot 4; thence northerly 16 feet; thence westerly a distance of 300 feet; thence southerly 16 feet; thence easterly along the south boundary of said government lot 4, a distance of 300 feet to the point of beginning.

ALSO EXCEPT that portion thereof described as follows:

Beginning at a point on the north line of the right of way of the county road, said point being 55 feet west of the east line of lot 4 in section 20, township 32 north, range 12 west, W. M., measured at right angles to said east line; thence continuing westerly along the north line of the right of way of said county road, a distance of 97 feet; thence north parallel with the east line of said lot 4 a distance of 120 feet to a point; thence east a distance of 97 feet, more or less, to a point which is due north of the point of beginning of this description; thence south, a distance of 120 feet, more or less, on a line parallel to the east line of said lot 4 to the point of beginning.

ALSO EXCEPT that portion thereof described as follows:

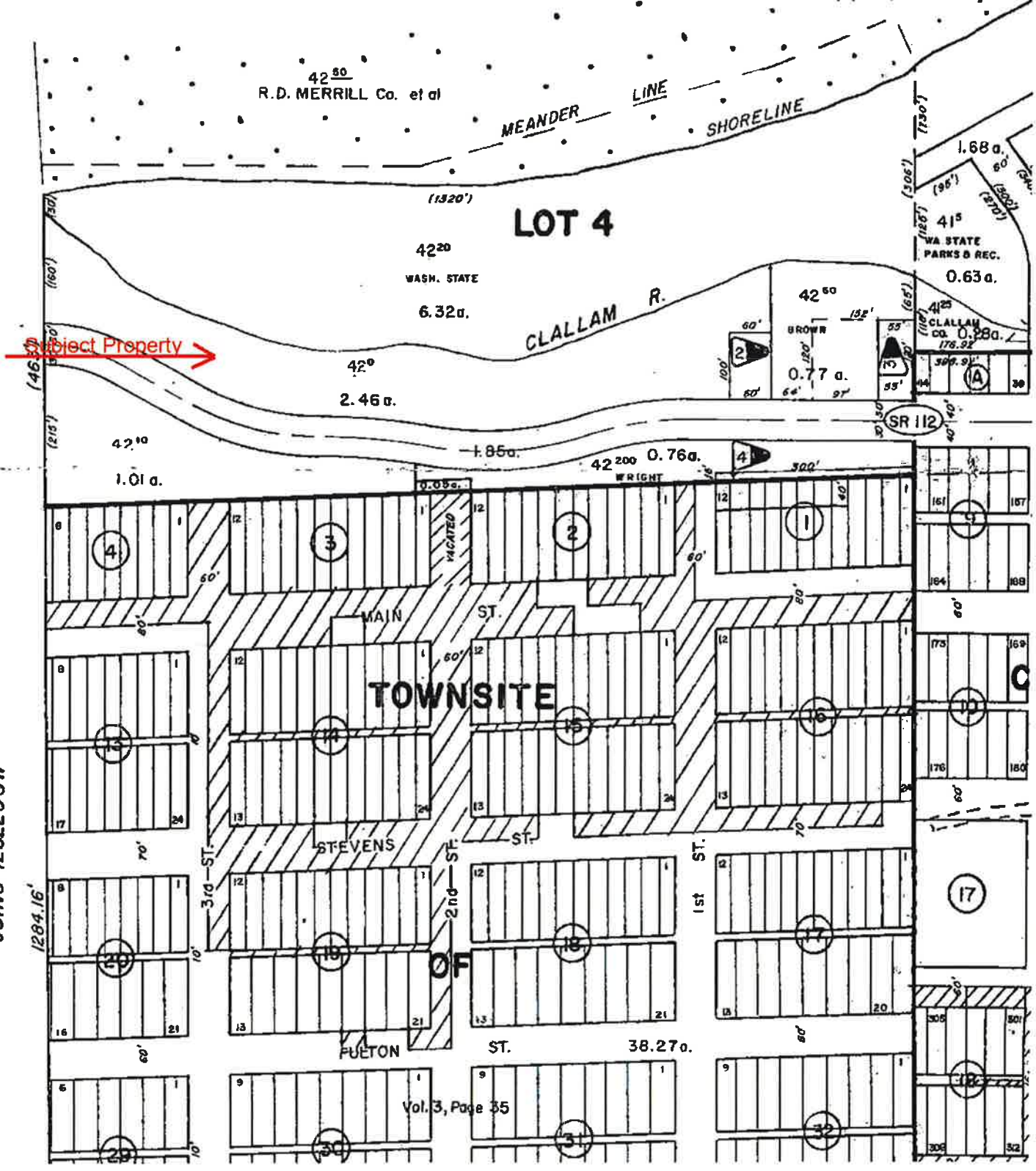
Beginning at the intersection of the north line of the county road with the east line of said government lot 4; thence westerly along the north line of the right of way of said county road, a distance of 55 feet, which point is the southeast corner of a tract of land conveyed to Glen Corliss et ux by instrument recorded under auditor's file No. 329052; thence north parallel with the east line of said lot 4 and along the easterly line of said Corliss tract, a distance of 120 feet; thence east a distance of 55 feet more or less to the east line of said lot 4; thence south along the east line of said lot 4 to the true point of beginning.

ched.
to this sketch.
information.

CLALLAM

BAY

~~TIDELANDS~~





AGENDA ITEM SUMMARY

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

6
5/17/21

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** 05/17/2021

REGULAR AGENDA ☒ **Meeting Date:** 05/25/2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #101-19-013C | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☐ Other |
| ☐ Draft Ordinance | ☐ Final Ordinance | |
- Documents exempt from public disclosure attached: ☐

Executive summary:

This is a third amendment to our RAP Project Agreement which increases our funding to \$495,000.

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

This adds an additional \$171,900 of RATA funding to this project.

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

That the Board reviews, approves and authorizes the Chair to sign this agreement.

County Official signature & print name: Mary Peterson for Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler & Joe Donisi

Relevant Departments: Public Works/Road Dept.

Date submitted: 05/12/2021

* 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)

101-19-D13C

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD
RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL

AMENDMENT NO. 3

Submitting County: Clallam

Project Number: 0519-02

Date Approved: 04/25/2019

Road Number(s)	Road Name(s)	BMP(s)	EMP(s)	Segment #
93110	Laird Road	0.000	0.800	1

This is Amendment No. 3 to the above described Project Agreement, between the County of Clallam, hereinafter the "County" and the State of Washington County Road Administration Board, hereinafter the "CRABoard."

WHEREAS, the COUNTY and CRABoard desire to amend the original Project Agreement to allow an increase to authorized RATA funds under the conditions described in WAC 136-161-070.

NOW, THEREFORE, pursuant to chapter 36.79 RCW and in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The following new language is added as section 17 to the Project Agreement:

Authorized RATA funding is increased to \$495,000 per CRABoard approval dated April 29, 2021.

2. All other terms and conditions of the original Project Agreement shall remain in full force and effect except as modified by this Amendment No. 3.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT No. 3 as of the PARTY's date last signed below.

COUNTY ROAD ADMINISTRATION BOARD:

Clallam COUNTY:

By: _____

By: _____

Date: _____

Date: _____



AGENDA ITEM SUMMARY

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

7
5/17/21

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: May 17, 2021**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Public Works-Roads Department requests approval to create a full-time, Trail Maintenance Worker and Volunteer Coordinator position. This position will support maintenance, repair, and improvement of those segments of the regional Olympic Discovery Trail (ODT) corridor managed by the County. It will also help the Department to coordinate and support important and cost saving ODT volunteer maintenance, repair and improvement work.

This position is best suited as a County employee versus continued use of employment contract staff services due to: the full-time and year-round nature of the work; regular need to coordinate work with other Department staff; and use of County computer, vehicles, tools, equipment and other resources to perform job functions. It is also a highly visible position representing the County through frequent interactions with volunteers and trail users.

Attached are a job description and responses to the position need assessment questionnaire to support this request. Also attached is an updated Organizational Chart and Schedule A that includes the requested position.

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

Sufficient funds to support this position are available in the Road Budget.

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

The Public Works-Roads Department recommends Board approval of this new position request. The requested position addresses the need for a full-time, year-round staff person dedicated to ODT maintenance, repair, and improvements, including the Department's ability to timely respond to immediate issues (e.g., down trees). In addition, this position is vital for the Department to

* 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)

coordinate and support volunteers that leverage significant ODT trail maintenance, repair and improvement work at no cost or minimal cost to the County.

County Official signature & print name: Joe Donisi

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works/Roads

Date submitted: May 12, 2021

* 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)

The job description is intended to describe the general nature and level of work being performed by the incumbent, and is not to be construed as an exclusive list of responsibilities, duties and skills required by the incumbent on this position. The job description does not imply an offer of employment, nor a contract for employment. It is subject to change at the discretion of the employer.

Job Title: Trail Maintenance Worker and Volunteer Coordinator

Salary Range: 50

Department: Public Works-Roads Division

Reports to: Transportation Program Manager Pages: 1 - 7

Summary

Performs general labor and a variety of semi-skilled and skilled work primarily associated with the construction, maintenance, repair and improvement of County-managed sections of the Olympic Discovery Trail (a paved and gravel surface trail) and the Olympic Adventure Trail (a natural surface, single-track trail) and related structures (e.g., signs, picnic tables) and facilities (e.g., parking areas). The majority of time is spent working outdoors either alone or with small work parties in mostly rural and remote field settings under varied terrain and weather conditions. This position includes organizing, leading and working with volunteers and volunteer work parties.

Scope of Responsibility

Individuals assigned to this classification are expected to perform a wide range of trail construction, maintenance, repair and improvement projects and activities. Work includes operation of a variety of maintenance vehicles, equipment and tools. Responsibilities also include organizing, supporting, and directing volunteer work projects that compliment Department trail maintenance, repairs and improvement activities. This position may also occasionally perform similar duties to assist with the construction, maintenance and repair of County roads and facilities as assigned. Supervision is provided by the Transportation Program Manager and project specific and technical direction may also be provided by other department and supervisory personnel.

This position involves significant field work and ability to work independently under general direction. There is considerable expectation and latitude for independent action and decisions within the scope of authority particularly for regular and routine maintenance and repair projects. Errors in judgment and performance could result in significant and costly issues for the County.

Typical Duties

- Maintain and repair of asphalt, gravel and natural surface trail surfaces.
- Work the majority of time outdoors either alone or with a small work party in mostly rural and remote field settings under varied terrain and weather conditions.
- Frequent travel to trail corridor areas that can be one to two hours away, including some trail sections limited to walk-in or bike-in only from access points.
- Perform frequent manual labor tasks including, but not limited to: digging holes and ditches; shoveling and spreading dirt, gravel and other materials; raking; using push and bag pack blowers for trail surface cleaning; loading and unloading materials and equipment; cutting and

removal of larger trail debris; picking up small to large size dumped items; carrying tools and materials to work sites; and other general labor tasks.

- Perform regular and routine trail maintenance tasks including, but not limited to: clear trail of surface debris; vegetation management (i.e., mow, brush, limb) adjacent to trail; moss control on paved surfaces; removal and proper disposal of litter; repair of holes, cracks, and damage to asphalt surface; and other tasks as assigned.
- Perform work specific to natural tread trail sections including, but not limited to: tread maintenance and repair; trail width creep and expansion management; erosion control; drainage maintenance and improvements; culvert cleaning and minor installations; frequent fallen and leaning tree clearing; trail bridge repair and minor installations; equestrian and other animal trail damage repairs; trail side slope stabilization; and other maintenance common to natural tread trails in forested and foothill terrain.
- Maintain, repair, construct and install a variety of trail-related structures including, but not limited to: signs, bollards, benches and picnic tables, and other structures.
- Remove and clear fallen, leaning, and/or otherwise hazard trees that obstruct trail use or present potential hazards to trail users within limits of training and safety.
- Clean existing drainage ditches, culverts, and other drainage features, and occasionally install and/or construct small culverts, ditches, and other minor drainage improvements to address localized drainage issues.
- Perform occasional basic fence repair and installation.
- Perform tasks using a variety of hand tools (e.g., shovels, rakes, hammers, screwdrivers).
- Operate a variety of power tools and equipment including, but not limited to: chain saw, pole saw, and other types of saws, mowers, brush trimmer, weed eater, bag pack and push blowers, power wheelbarrow, auger, and other equipment as assigned to perform duties.
- Operate striping machines and other paint equipment to support various trail pavement markings.
- Perform routine repair and maintenance tasks on tools and equipment.
- May occasionally operate larger maintenance equipment such as dump truck, road sweeper, brusher, backhoe, or other equipment as assigned and trained upon to perform duties.
- Provide traffic and/or access control in assigned maintenance areas; place cones, barriers and signs to define the work area and protect co-workers, volunteers, and the general public.
- Conduct periodic inspections of County-managed sections of the Olympic Discovery Trail and Olympic Adventure Trail to identify trail maintenance and repair project needs.
- Meet regularly with supervisor to identify maintenance and repair needs and projects, establish priorities, and to schedule work.
- Respond to unscheduled projects that require immediate or timely attention (e.g., fallen tree across trail) which will occur.
- Investigate and respond to reports received from the public and others on trail maintenance issues (e.g., downed trees, illegal dumping, etc.) on County-managed trail corridor sections, or provide report to the appropriate jurisdiction.
- Organize, coordinate, support, lead and work with volunteers and volunteer work parties.
- Orientate volunteers on project objectives, expectations and proper methods.
- Instruct volunteers on basic operation and safe use of hand, power-operated tools, and other equipment.
- Coordinate with representatives of volunteer organizations approved by the Road Department to conduct trail maintenance and improvement projects on County-managed trail sections.

- May occasionally attend and participate in public meetings of the Board of Clallam County Commissioners and Clallam County Trails Advisory Committee and meetings held by outside organizations related to the Department's trail maintenance program or to promote volunteer projects and programs.
- Understand and promote trail user etiquette/courtesy best practices and regulations when interacting with trail users and the general public.
- Respond to public inquiries in a courteous manner; provide information within scope of knowledge and authority or refer to supervisor.
- Work and coordinate with the Sheriff's Chain Gang on various trail maintenance, repair, improvement, and clean-up projects as assigned.
- Collaborate with other local, state, federal and Tribal agencies and governments that also manage parts of the Olympic Discovery Trail or where the trail crosses their lands.
- Assist with noxious weed removal within trail corridor in coordination with Clallam County Noxious Weed Control staff and Road Department Integrated Weed Management Plan.
- Prepare and maintain records of work performed and completed, including reporting of volunteer work hours and projects.
- Perform all work in accordance with sound safety practices.
- Perform other duties as assigned.

Essential Functions

- Meet attendance standards necessary for successful job performance
- Exercise sound judgment in the performance of assigned duties on the basis of law, applicable policies and procedures, and ethical responsibilities
- Prepare clear, concise, coherent, and grammatically correct written work product
- Be attentive to detail
- Communicate clearly and concisely, both orally and in writing
- Work independently
- Work well with others
- Prioritize work assignments
- Operate a variety of office equipment including, but not limited to, computers and installed software applications
- Establish and maintain positive and effective working relationships with those contacted in the course of work

Key Competencies for this Position

- **Ethics and Integrity:** Respects and maintains confidentiality. Earns trust, respect, and confidence through honesty, forthrightness, and professionalism in all interactions
- **Valuing Diversity:** Help create a work environment that embraces and appreciates diversity treats all with acceptance and respect; and values diverse perspectives
- **Communication:** Effective communication skills to convey thought and information clearly and concisely to a broad audience. Strong writing and editing skills

- Relationship Building: Proven skills to create and maintain effective teams and partnerships
- Multi-tasking: Proven multi-tasking skills with the ability to handle multiple assignments in various stages simultaneously. Ability to work in a fast-paced environment with changing priorities
- Analytical Skills: Analytical skills with exceptional attention to detail

Qualifications

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Knowledge of the job assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description
- Knowledge of customer service etiquette
- Knowledge of relevant information, including applicable policies, procedures, laws and regulations
- Knowledge of specialized terminology
- Knowledge of software applications; keyboarding skills (may vary according to position assignment)
- Knowledge of appropriate physical standards for computer work such as appropriate seating, arm and/or wrist use
- Knowledge of trail construction, maintenance and repair methods and procedures
- Knowledge of operating methods and functions of construction and maintenance equipment
- Knowledge of safety hazards and procedures; cognizance of public safety matters
- Knowledge of maintenance and construction materials, methods and terminology
- Knowledge of methods and techniques of grounds keeping including mowing, fertilizing and application of chemicals
- Knowledge of practices and procedures of traffic control and flagging
- Knowledge of basic mathematical principles

Skill in:

- Skill in interpersonal relationships
- Skill in organization
- Skill in being analytical
- Skill in research skills
- Skill in problem-solving and troubleshooting
- Skill in conflict resolution
- Skill in oral and written communications
- Skill in word processing, spreadsheets and specialized software programs
- Skill in adapting to changes in work load demand

- Skill in working on multiple projects simultaneously
- Skill in maintaining confidentiality of sensitive matters
- Skill in responding to emergencies
- Skill in following oral and written instructions
- Skill in composing/generating and editing correspondence
- Skill in communicating with people of diverse backgrounds
- Skill in meeting deadlines
- Skill in working in stressful environments
- Skill in prioritizing work
- Skill in working independently
- Skill in working in a team setting
- Skill in determining validity of information received
- Skill in reading and interpreting applicable documents specific to position assignment
- Skill in performing manual labor
- Skill in the safe use and operation of a chain saw
- Skill in the safe use, care and operation of hand tools and power equipment necessary to perform various maintenance, repair and improvement tasks
- Skill in performing a variety of tasks in the maintenance and repair of paved, gravel and natural tread trails
- Skill in responding to requests and inquiries from the general public
- Skill in reading and performing basic math
- Skill in ensuring adherence to safe work practices and procedures.

Ability to:

- Ability to demonstrate competency in required job skills and knowledge
- Ability to communicate clearly and effectively, both verbally and in writing, with coworkers, other government agencies, contractors, and the general public
- Ability to work independently and as part of a team, coordinating with others to facilitate teamwork
- Ability to perform multiple tasks simultaneously under tight deadlines, prioritizing work and managing own time
- Apply common sense understanding when carrying out instructions furnished in written or oral form
- Ability to learn and apply new skills
- Ability to keep abreast of current developments using available resources effectively
- Ability to be inquisitive
- Ability to be methodical and logical
- Ability to demonstrate attention to detail
- Ability to demonstrate accuracy and thoroughness at all times
- Ability to be organized, showing excellent administrative skills
- Ability to select and use appropriate communication methods
- Ability to get along well with others
- Ability to cooperate in a team environment
- Ability to problem solve in a group environment

- Ability to confront difficult situations while maintaining objectivity
- Ability to keep emotions under control
- Ability to establish and maintain effective relations
- Ability to exhibit good listening and comprehension
- Ability to meet attendance standards necessary for successful job performance
- Ability to walk into limited access parts of the trail system in varied terrain conditions.
- Ability to perform a variety of tasks in the construction, maintenance and repair of County trail and related structures and facilities
- Ability to perform manual labor
- Ability to safely operate hand, power-operated tools, and equipment
- Ability to operate large vehicles and maintenance equipment
- Ability to learn how to safely operate new equipment
- Ability to read and perform basic math
- Ability to respond to requests and inquiries from the general public
- Ability to ensure adherence to safe work practices and procedures

Education and Experience Required

Requires knowledge of the field of assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description

Education/Training

High school diploma or general education degree (GED); post high school technical or college education and training preferred.

Experience

Prior work experience and/or training in road or trail maintenance and repair projects and activities, including the operation of typical equipment and tools used is preferred. Prior experience working with or organizing volunteers is desirable.

Licensing/Certification Requirements

Washington State Driver's License
 U.S. citizenship (selected positions)
 Pass polygraph test (selected positions)
 Pass Psychological Evaluation (selected positions)
 Pass Physical (selected positions)
 Drug testing (selected positions)
 Pass Background Check
 Pass OSHA/Designated Required Training

Note: Any first aid rendered by such persons is rendered only as a collateral duty responding solely to injuries resulting from workplace incidents, generally at the location where the incident occurred.

Physical Demands and Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this Job, the incumbent will be working primarily in a field work setting. Requires working in all types of weather and temperature conditions. Requires walking on various types of surfaces, often times for long periods, including rough terrain, sitting, standing, ability to maintain balance, climb stairs, ladders and inclines, ability to kneel, bend, stoop, crouch, reach, push, pull and twist; requires a sense of touch, finger dexterity, gripping with fingers and hands, shoveling, digging, and lifting and carrying 50-100 pounds; ability to operate passenger vehicles, trucks, heavy construction equipment, working at heights, alone and in remote areas; exposure to direct sunlight, outside temperature extremes dampness, ice and snow, work in water; inclement weather conditions are expected, exposure to smoke, noxious odors, fumes, chemicals, liquid and epoxy chemicals, solvents and oils, exposure to noxious weeds and plants, dust, pollens, and insect stings; ability to hear voice conversations and alarms; requires far, side, night, color vision with depth perception. Requires the wearing of safety equipment, to include but not limited to: hard hats, safety glasses and goggles, ear plugs or muffs, wearing of respirators, rubber or plastic gloves, safety shoes and rubber boots.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

High Exposure Designation

The employee assigned to this position may work within a high exposure classification as defined under the Occupational Safety & Health Act and Washington Administrative Code governing Washington Industrial Safety & Health Act for blood borne pathogens protocols.

Essential Worker Designation

The employee assigned to this position may be designated as an “essential worker.” Essential workers are required by the county to respond and perform work functions during an emergency in order to ensure the protection of the health, safety, and welfare of the citizens of Clallam County and public facilities and property located therein. The county maintains the right to recall essential workers during any emergency and/or as necessary to restore governmental functions during extended emergencies.

Requirement for Confidentiality

The employee assigned to this position works in the capacity of a confidential employee and is required to maintain confidentiality with regard to a broad range of matters including, but not limited to: employee performance, the management of protected health information, and matters protected by the attorney – client privilege. Any breach of this requirement of employment may result in immediate discipline, up to and including termination.

General Disclaimer

The statements contained herein reflect general details as necessary to describe the principal functions of this position, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. The individual may be directed to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.



CLALLAM COUNTY
HUMAN RESOURCES DEPARTMENT
COUNTY COURTHOUSE
223 E. 4TH ST., SUITE 16
PORT ANGELES, WA 98362-3015
PHONE: (360) 417-2242
FAX: (360) 417-2550

RICH SILL, COUNTY ADMINISTRATOR | HR DIRECTOR

POSITION REQUEST NEED ASSESSMENT QUESTIONNAIRE

In order to move forward with your hiring request (PRF), please submit your answers to the questions below that will assist in the decision making process for approval of the position.

(1) Not filling the position will have a direct, significant and measurable impact on revenue generation for the County; Yes ☒ No ☐

If Yes, Please Explain: **This position will support maintenance, repair and improvement of the regional Olympic Discovery Trail (ODT) that connects North Olympic Peninsula communities and destinations. Although the County does not receive direct revenue generation from the ODT, both local and visiting trail users benefit our local economy by frequenting a variety of area businesses. Trail events held throughout the year attract thousands of participants and their travelling companions that also frequent local businesses (e.g., bike shops, lodging, restaurants, stores, etc...). Sales and lodging taxes generated related to use of the trail benefits County revenue generation.**

(2) Not filling the position will significantly impede the provision and quality of mandated services vital to the operation of the County and its citizens; Yes ☒ No ☐

If Yes, Please Explain: **The Public Works-Roads Division is responsible for maintaining the County's transportation system and related facilities and improvements. The ODT is a very popular and heavily used regional transportation and recreation facility. Not filling this position will result in significant impacts to the Road Division's ability to timely respond to trail maintenance needs and also to keep up with ongoing maintenance and repair needs to both protect the public investment and ensure a quality and safe experience for trail users.**

(3) Position opening created by promotion (where we need to back fill the role to enable the promoted person to fulfill their new duties) where there is no capacity for the promoted person or other department personnel to retain/absorb the promoted person's prior duties;

Yes ☐ No ☒

If Yes, Please Explain:

(4) Position's salary and benefits are fully funded through grant funds; Yes ☐ No ☒

If Yes, Please Explain:

(5) Position is required to be filled in order to perform specific duties required by contractual commitments the County has under an existing contract/agreement for which there is no other available personnel to perform those duties without significantly impairing the delivery of mandated services; Yes ☒ No ☐

If Yes, Please Explain: **Parts of the ODT managed by Clallam County were funded by grants that have a contractual commitment to maintain those trail segments. The County has significantly invested its own local public funds in development of the trail. Failure to adequately maintain the trail would be in violation of grant contracts and negatively impact the existing public investment. In addition, regular maintenance and repair is needed to keep the trail open and safe for users.**



CLALLAM COUNTY
HUMAN RESOURCES DEPARTMENT
COUNTY COURTHOUSE
223 E. 4TH ST., SUITE 16
PORT ANGELES, WA 98362-3015
PHONE: (360) 417-2242
FAX: (360) 417-2550

RICH SILL, COUNTY ADMINISTRATOR | HR DIRECTOR

Trail maintenance, repair, improvements, and volunteer coordination is a year-round need on the ODT. It also requires available resources to timely respond to immediate issues (e.g., down trees) that occur on a regular basis. In addition, this position is vital for the County to continue to coordinate, support and expand volunteer efforts that leverage significant trail maintenance and repair work at no cost or minimal cost to the County.

The County's three road maintenance districts will continue to support ODT construction, maintenance, repair, and other improvements, particularly projects requiring significant staff resources, larger equipment (e.g., dump trucks), and/or specialized equipment/skills. However, none of the three Road Maintenance District have available staff resources to primarily dedicate on a daily and regular basis to respond in a timely matter to ongoing trail maintenance, repair and improvement needs; or to coordinate volunteer effort critical to maintaining the trail corridor.

(6) Not filling the position will put the department at significant risk of violating RCW or other regulatory requirements; Yes ☒ No ☐

If Yes, Please Explain: **The ODT is part of the County's multi-modal transportation system. Maintenance of the ODT like County roads is a responsibility of the County under state law.**

(7) Not filling the position will lead to additional overtime, extra help, excessive turnover, or professional services costs being incurred that equal or exceed the cost savings of not filling the position;

Yes ☒ No ☐

If Yes, Please Explain: **This position is best suited as a full-time County employee versus contract worker. The work needed is year-round (not seasonal) and requires full access and use to County computers, vehicles, tools, and equipment to perform job functions. It is also a highly visible position representing the County through frequent interactions with volunteers and trail users. Making this a full-time position will be at a minimum added cost to the already approximately \$50,000 (typical 30-plus hour work weeks) spent on contract employee services annually over past two years.**

(8) The position is being filled with an acting or provisional appointment; Yes ☐ No ☒

If Yes, Please Explain:

(9) The position will be funded through the end result of a department reorganization effort; Yes ☐ No ☒

If Yes, Please Explain:

(10) The position is a budgeted seasonal worker position; Yes ☐ No ☒

(11) Is the position budgeted and do you have sufficient budget remaining within your department budget to fund the full cost and benefits of the position? Yes ☒ No ☐

Please Explain: **The 2021 Road Division budget has sufficient funding allocated to fund the full cost and benefits for the requested full-time Trail Maintenance Worker and Volunteer Coordinator position. The budget line used to pay for the current contract employee work is 10101.611.54260.41.7777.**



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RICH SILL, COUNTY ADMINISTRATOR | HR DIRECTOR

Please include the following additional documents with your request and completed questionnaire:

1. Current (including the requested position) Organizational Chart
2. Schedule A
3. Other supporting schedules/analysis/documents as needed for each question requiring an explanation

SIGNATURE

 For Ross
Tyler

Department Head/Elected Official Requestor



Date

Public Works/Roads Department

County Engineer

Ross Tyler

Administration	Accounting	Trails	Engineering	Utilities	ER&R PA Shop	District 3 Road Crew	District 2 Road Crew	District 1 Road Crew	Water Resource
Operations Manager	Public Works Accountant	Transportation Program Manager	Assistant County Engineer	Program Manager	ER&R Manager	Maintenance Supervisor	Maintenance Supervisor	Maintenance Supervisor	Program Manager
Mary Peterson	Hilary Steeby	Steve Gray	Joe Donisi	Meggan Uecker	Brian Wahlsten	Allen Rancourt	Adam Roening	Rick Nichols	Carol Creasey
Customer Service Specialists	Fiscal Specialists	Trail Mtes Worker/Volunteer Coordinator	Engineers		RD Facility Foreman	Crew Foreman	Shop Foreman	Crew Foreman	
Julie Smith	Amanda Saiz		Development Review Engineer Open		Jim Steeby	Brad Archibald	Timothy Morris	Chad Springfield	
Mia Sagewood	Marilyn Westman		Dave Bibler - II		Purchasing Agent	Maintenance Workers	Mechanics	Maintenance Workers	
			Nick Dostie - II			Cameron LeDuke - I	Alan Money - I	Richard Wright - I	
			Steve Hoffman - II			Joe Maneval - I	Brad Martin - Express	Ed Beck - II	
			Pat McElroy - II			Ken Olson - II	Crew Foreman	Adam Carmichael - II	
			Jason O'Dell - III			James Brown - III	Justin McGinley	Ed Hoard - II	
			Garrett Swordmaker - Inspector (Express)			Adam Campbell - III	Maintenance Workers	Jeff Stark - II	
			Right of Way			Troy Cragun - III	Kyle Blankenship - I	Tracy Betts - III	
			Joe Swordmaker - Lead			Wayne Davis - III	Cole Gormley - I	Jim Cooke - III	
			Linda Capps - Agent			Jeremy Fraker - III	Tyler Orsborn - I	Chad Hull - III	
			Bill Huizinga - Express			Matthew King - III	Raymond Parke - II	Tim Johnson - III	
			RD Facilities Foreman (Inspector)			Huey Simmons - III	Colby Adamich - II	ER&R Equipment Mechanic	
			Jim Steeby			ER&R Equipment Mechanic	Chris Amsdill - III	Gary Beck	
			Survey Crew			Joe Gaydeski	Dustin Horn - III		
			County Surveyor				Jeremy Reeves - III		
			Don Lindorfer				Michael Wilson - III		
			Engineering Tech						
			Jerry Gilleland						
			Surveyor V						
			Don Sparks						
			Environmental Coordinator						
			Deb Kucipeck						

Department Name: PW - Roads
Department Number: 10101.611.
BARS Number: 54490.10

2021 Salary Budget Worksheet - Schedule A Version 2

Employee Number	Position	Employee Name	Union Status	Hours Per Week	As of January 1		Step Increase	Salary	Salary Adjustment "A"	Current Adopted Salary	Future Budgeted Salary	FICA/Medicare 0.0765	Plan	Retirement @ 0.1286	401A Match/Contribution		Employee Medical Insurance	Unemployment @ 0.2%	Industrial Insurance		Pension Trust 1.00	Future Estimated Comp	Yearly COLA 1.5%	Paid Days in a Year	
					Range Step	Monthly Salary									%	Expense			Rate	Expense					
000026	Public Works Director	Ross Tyler	DH	36.00	81	8		8,764	1	0	102,081	106,746	8,166	P2	13,728	0.03	3,202	12,816	213	0.4779	898	145,769	1,578	260	
000092	Assistant County Engineer	Joseph Donisi	MP	36.00	70	9		6,846	13	0	81,740	83,384	6,379	P2	10,723	0.02	1,668	12,300	167	0.4779	898	115,519	1,232	260	
000029	Transportation Program Manager	Steve Gray	MP	40.00	71	9		7,797	13	0	93,092	94,967	7,265	P3	12,213	0.02	1,899	12,300	190	0.4779	998	129,832	1,403	260	
000124	Lead Right of Way Agent	Joe Swordmaker	TU	40.00	60	9		5,942	13	0	70,949	72,648	5,558	P3	9,343	0.02	1,453	12,300	145	0.4779	998	102,445	1,070	261	
000129	County Surveyor	Donald Lindorfer	TU	40.00	65	9		6,723	13	0	80,278	82,196	6,288	P2	10,570	0.02	1,644	12,300	164	0.7098	1,482	114,644	1,210	261	
000101	Engineer II	David Bibler	TU	40.00	60	9		5,942	13	0	70,949	72,648	5,558	P2	9,343	0.02	1,453	12,300	145	0.4779	998	102,445	1,070	261	
000114	Engineer II	Stephen Hoffman	TU	40.00	60	9		5,942	13	0	70,949	72,648	5,558	P2	9,343	0.02	1,453	12,300	145	0.4779	998	102,445	1,070	261	
-	Engineering Technician Construction Inspector	OPEN	TU	40.00	50	1		3,848	6	3,944	46,178	47,731	3,651	P2	6,138	0.02	955	12,300	95	0.4779	998	71,868	703	261	
000103	Engineer II	Patrick McElroy	TU	40.00	60	9		5,942	13	0	70,949	72,648	5,558	P2	9,343	0.02	1,453	12,300	145	0.4779	998	102,445	1,070	261	
000186	Engineering Technician Development Review Engineer	OPEN	TU	40.00	50	1		3,848	6	3,944	46,178	47,731	3,651	P2	6,138	0.02	955	12,300	95	0.4779	998	71,868	703	261	
002201	Engineer III	Jason O'Dell	TU	40.00	65	4		5,942	9	6,091	69,795	73,256	5,604	P2	9,421	0.02	1,465	12,300	147	0.4779	998	103,191	1,079	261	
002202	Engineer II	Nicholas Dostie	TU	20.00	65	2		2,840	2	2,899	40,441	35,384	2,707	P2	4,550	0.02	708	12,300	71	0.4779	499	56,219	521	261	
000187	Surveyor V - Party Chief	Donald Sparks	TU	40.00	60	9		5,942	13	0	69,363	72,648	5,558	P2	9,343	0.02	1,453	12,300	145	0.7098	1,482	102,929	1,070	261	
000189	Engineering Technician	Jerry Gilleland	TU	40.00	50	9		4,642	13	0	55,431	56,754	4,342	P2	7,299	0.02	1,135	12,300	114	0.7098	1,482	83,426	836	261	
001962	Environmental Coordinator III	Deborah Kucipeck	TU	40.00	56	9		5,384	13	0	64,542	65,825	5,036	P2	8,465	0.02	1,317	12,300	132	0.4779	998	94,073	969	261	
002360	Right of Way Agent	Linda Capps	TU	40.00	54	5		4,642	9	4,758	50,741	57,227	4,378	P2	7,359	0.02	1,145	12,300	114	0.4779	998	83,521	843	261	
000067	Administrative Operations Manager	Mary Peterson	MP	40.00	64	5		5,942	3	6,091	67,538	73,886	5,652	P2	9,502	0.02	1,478	12,300	148	0.1339	280	103,246	1,092	260	
001057	Facilities Foreman	James Steeby	TU	40.00	59	9		5,797	13	0	68,799	70,875	5,422	P2	9,115	0.02	1,418	12,300	142	0.7098	1,482	100,754	1,043	261	
-	Trail Maintenance Work and Volunteer	OPEN	TU	40.00	50	1		3,848	6	0	46,176	47,330	3,621	P2	6,087	0.02	947	12,300	95	0.7098	1,482	71,862	289	261	
000206	Maintenance Supervisor - East	Ricky Nichols	MP	40.00	64	9		6,559	13	0	78,317	79,889	6,112	P2	10,274	0.02	1,598	12,300	160	0.7098	1,482	111,815	1,181	260	
000241	Crew Foreman	Chad Springfield	TU/PT	40.00	59	9		5,624	13	0	67,112	68,760	5,260	P2	8,843	0.02	1,375	12,300	138	0.7098	1,482	2,088	100,246	1,012	261
-	Maintenance Worker III	OPEN Scott Moore	TU/PT	40.00	48	1		3,453	1	0	59,073	62,217	3,230	P2	5,429	0.02	844	12,300	84	0.7098	1,482	2,088	67,674	622	261
000250	Maintenance Worker III	Tim Johnson	TU/PT	40.00	54	9		4,950	13	0	59,073	60,519	4,630	P2	7,783	0.02	1,210	12,300	121	0.7098	1,482	2,088	90,133	891	261
000255	Maintenance Worker III	Michael Wilson	TU/PT	40.00	54	9		4,950	13	0	59,073	60,519	4,630	P2	7,783	0.02	1,210	12,300	121	0.7098	1,482	2,088	90,133	891	261
001953	Maintenance Worker II	Ed Hoard	TU/PT	40.00	51	4		4,032	7	4,137	47,490	49,938	3,820	P2	6,422	0.02	999	12,300	100	0.7098	1,482	2,088	77,149	735	261
000996	Maintenance Worker III	Chad Hull	TU/PT	40.00	54	9		4,950	13	0	58,574	60,519	4,630	P2	7,783	0.02	1,210	12,300	121	0.7098	1,482	2,088	90,133	891	261
001140	Maintenance Worker III	Tracy Betts	TU/PT	40.00	54	8		4,826	5	4,950	57,092	60,015	4,591	P3	7,718	0.02	1,200	12,300	120	0.7098	1,482	2,088	89,514	884	261
001435	Maintenance Worker III	James Cooke	TU/PT	40.00	54	5		4,469	4	4,585	52,974	55,702	4,261	P2	7,163	0.02	1,114	12,300	111	0.7098	1,482	2,088	84,221	820	261
001957	Maintenance Worker III	Ed Beck	TU/PT	40.00	54	2		4,137	7	4,245	47,490	51,239	3,920	P2	6,589	0.02	1,025	12,300	102	0.7098	1,482	2,088	78,745	754	261
001779	Maintenance Worker II	Adam Carmichael	TU/PT	40.00	54	5		4,469	8	4,585	52,523	55,229	4,225	P2	7,102	0.02	1,105	12,300	110	0.7098	1,482	2,088	83,641	813	261
001871	Maintenance Worker II	Jeff Stark	TU/PT	40.00	54	3		4,245	8	4,356	49,891	52,465	4,014	P2	6,747	0.02	1,049	12,300	105	0.7098	1,482	2,088	80,250	772	261
000253	Maintenance Supervisor - PA	Adam Roening	MP	40.00	64	9		6,559	13	0	77,361	79,889	6,112	P2	10,274	0.02	1,598	12,300	160	0.7098	1,482	111,815	1,181	260	
002293	Maintenance Worker I	Kyle Blankenship	TU/PT	40.00	48	3		3,637	1	0	42,277	44,467	3,402	P2	5,718	0.02	889	12,300	89	0.7098	1,482	2,088	70,435	655	261
002108	Maintenance Worker I	Cole Gormley	TU/PT	40.00	48	2		3,544	2	3,637	42,185	44,372	3,394	P2	5,706	0.02	887	12,300	89	0.7098	1,482	2,088	70,318	653	261
002302	Maintenance Worker I	Richard Wright	TU/PT	40.00	48	2		3,544	2	3,637	42,185	44,372	3,394	P3	5,706	0.02	887	12,300	89	0.7098	1,482	2,088	70,318	653	261
002157	Maintenance Worker II	Sheldon Orsborn	TU/PT	40.00	51	2		3,830	2	3,930	43,293	47,947	3,668	P2	6,166	0.02	959	12,300	96	0.7098	1,482	2,088	74,706	706	261
-	Maintenance Worker I	OPEN Michael Degnan	TU/PT	40.00	48	1		3,453	1	0	41,637	42,217	3,230	P2	5,429	0.02	844	12,300	84	0.7098	1,482	2,088	67,674	622	261
000252	Crew Foreman	Justin McGinley	TU/PT	40.00	59	7		5,345	12	5,483	62,301	65,489	5,010	P2	8,422	0.02	1,310	12,300	131	0.7098	1,482	2,088	96,232	964	261
000249	Maintenance Worker III	Dustin Horn	TU/PT	40.00	54	9		4,950	13	0	59,073	60,519	4,630	P2	7,783	0.02	1,210	12,300	121	0.7098	1,482	2,088	90,133	891	261
001874	Maintenance Worker II	Colby Adamich	TU/PT	40.00	51	4		4,032	7	4,137	46,284	49,938	3,820	P2	6,422	0.02	999	12,300	100	0.7098	1,482	2,088	77,149	735	261
001346	Maintenance Worker III	Jeremy Reeves	TU/PT	40.00	54	7		4,704	10	4,826	55,057	57,885	4,428	P2	7,444	0.02	1,158	12,300	116	0.7098	1,482	2,088	86,901	852	261
001695	Maintenance Worker III	Chris Amsdill	TU/PT	40.00	54	6		4,585	10	4,704	50,973	56,421	4,316	P2	7,256	0.02	1,128	12,300	113	0.7098	1,482	2,088	85,104	831	261
001828	Maintenance Worker III	Raymond Parke	TU/PT	40.00	54	4		4,356	2	4,469	49,249	54,524	4,171	P2	7,012	0.02	1,090	12,300	109	0.7098	1,482	2,088	82,776	803	261
000207	Maintenance Supervisor - West	Allen Rancourt	MP																						



AGENDA ITEM SUMMARY

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

8
5/17/21

Department: DCD

WORK SESSION ☒ **Meeting Date:** 5/17/2021

REGULAR AGENDA ☒ **Meeting Date:** 5/25/2021

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 Presentation of Ecology changes |

Documents exempt from public disclosure attached: ☐

Executive summary:

On October 30, 2018 the Board adopted Resolution 91 to approve an updated Clallam County Shoreline Master Program (SMP) for submittal to the Washington State Department of Ecology (Ecology) for state review and approval. Ecology responded March 29, 2021 with specific changes necessary to make the proposed SMP approvable, which include required and recommended changes to the locally adopted SMP. Environmental Science Associates will be in attendance to provide the Board and the public information regarding Ecology's requests and the language decided for the Lake Sutherland buffers. The BoCC will solicit comments from the public at a hearing to be scheduled June 15, 2021.

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

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

Approve the attached Call for Hearing to be scheduled June 15, 2021.

County Official signature & print name: _____

Donella Clark

Name of Employee/Stakeholder attending meeting: _____ Donella Clark _____

Relevant Departments: _____

Date submitted: 5/5/2021

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



RESOLUTION _____, 2021

CALL FOR PUBLIC HEARING ON UPDATE OF THE CLALLAM COUNTY SHORELINE
MASTER PROGRAM (SMP) AND ADMINISTRATIVE PROCEDURES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Washington Shoreline Management Act (SMA), RCW 90.58, requires the County to review and update the existing Clallam County Shoreline Master Program (SMP) consistent with the SMA and state SMP guidelines under WAC 173-26.
2. Under the SMA, the County and Washington State Department of Ecology (Ecology) share joint authority and responsibility for the update and administration of the SMP. Updates to the SMP require approval by Ecology to be effective.
3. On October 30, 2018, the Clallam County Board of Commissioners adopted Resolution 91 to approve the updated Clallam County SMP for submittal to the Washington State Department of Ecology for state review and approval.
4. Comments from Ecology were received March 29, 2021 identifying specific changes necessary to make the proposed SMP approvable.

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

1. That the Board will hold a public hearing on Tuesday, June 15, 2021 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, to obtain public comment on the required and recommended changes proposed by the Department of Ecology to the Locally Adopted Clallam County Shoreline Master Program (SMP) and procedures for the administration of the SMP by the repeal and replacement of Chapter 35.01, Shoreline Management, of the Clallam County Code (CCC) under Title 35 CCC, Shorelines.

PASSED AND ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach

PUBLIC HEARING

Update of Clallam County Shoreline Master Program (SMP) and Administrative Procedures

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, June 15, 2021 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The purpose of the public hearing is to receive public testimony on the required and recommended changes proposed by the Department of Ecology to the Locally Adopted Clallam County Shoreline Master Program (SMP) and procedures for the administration of the SMP by the repeal and replacement of Chapter 35.01, Shoreline Management, of the Clallam County Code (CCC) under Title 35 CCC, Shorelines.

SUMMARY OF PROPOSAL: The SMP addresses compliance with the state Shoreline Management Act (SMA), RCW 90.58, and state SMP update guidelines (WAC 173-26). It includes goals and policies, regulations for new development and uses, and administrative procedures for shoreline permitting process. As required by the SMA, the SMP applies to all marine waters, reaches of rivers and streams where the mean annual flow is more than 20 cubic feet per second, and lakes and reservoirs 20 acres or greater in size that are within the jurisdiction of Clallam County; and to lands adjacent to these water bodies (together with lands underlying them) extending landward 200 feet in all directions from the ordinary high water mark; floodways and contiguous floodplain areas landward 200 feet from such floodways; and associated wetlands and river deltas. To consolidate regulations associated with SMP water bodies, the proposed SMP would also include the full extent of the mapped 100-year floodplain and land necessary to protect critical areas as defined in RCW 36.70A that are overlapping or otherwise coincident with the shoreline jurisdiction as allowed pursuant to RCW 90.58.030(2)(d)(i,ii).

Under the SMA, the County and Washington State Department of Ecology share joint authority and responsibility for the update and administration of the SMP. Updates to the SMP require approval by Ecology to be effective. The Board of Clallam County Commissioners will consider public comment received prior to taking action on the required and recommended changes proposed by the Department of Ecology necessary to finalize the County's SMP update.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015. Comments may also be submitted online: <http://www.clallam.net/landuse/smp.html>

SMP DOCUMENTS AND INFORMATION: Ecology's response to the Locally Adopted SMP is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA and on the County's SMP Update web page at: <http://www.clallam.net/LandUse/SMP.html>

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

Publish: May 30 and June 6

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board

ATTACHMENT A: FINDINGS AND CONCLUSIONS FOR PROPOSED COMPREHENSIVE UPDATE OF CLALLAM COUNTY SHORELINE MASTER PROGRAM

SMP Submittal accepted December 4, 2018, Resolution No. 91-2018

Prepared by Michelle McConnell, March 12, 2021

INTRODUCTION

Ecology's Findings and Conclusions (presented herein), including reference to **Attachment B** (Required Changes) and **Attachment C** (Recommended Changes), provide the factual basis for the Department of Ecology's (Ecology) decision on the Clallam County (County's) comprehensively updated Shoreline Master Program (SMP). This document is divided into three sections providing an Introduction; the Findings of Fact regarding amendment history, the submittal, and local and state review; and Conclusions.

Description of Proposed Amendment

Clallam County has submitted a comprehensive update to their Shoreline Master Program (SMP) for review and approval by Ecology. The updated master program will regulate some 620 miles of shorelines, including approximately 131 miles of marine shoreline, six (6) lakes totaling over 1,500 acres, and some 481 miles of streams and rivers located within Clallam County. The SMP applies to Lake Sutherland, Lake Pleasant, Dickey Lake, Wentworth Lake, Elk Lake, and Beaver Lake. The County has seven (7) waterbodies designated shorelines of statewide significance: the marine waters of the Strait of Juan de Fuca and Pacific Ocean, as well as the Bogachiel, Calawah, Elwha, Quillayute and Sol Duc Rivers. The updated shoreline program will replace the county's existing shoreline program first adopted in 1976, last amended in 1992. The updated program establishes new goals, policies, and regulations to encourage and manage appropriate shoreline uses, public access, and protection and restoration of natural shoreline resources.

The comprehensive amendment contains locally tailored shoreline management policies, environment designations, regulations, and administrative provisions. SMP Chapter 7 establishes shoreline specific critical areas provisions. Critical areas within the shoreline jurisdiction will be regulated solely by SMP Chapter 7, and the Critical Areas Code located in CCC Title 27.12 will not apply within shoreline jurisdiction. Additional reports, and supporting information and analyses as noted throughout this document, were considered by Ecology during its review.

Need for the Amendment

The County currently manages shorelines under an SMP originally adopted and approved in 1976, last amended in 1992. The proposed amendment is needed to comply with the statutory requirement (RCW 90.58.080) for a comprehensive update to the County's SMP, consistent with the SMP Guidelines in WAC 173-26. The update also ensures the SMP is consistent with land use management policies provided by the County's Comprehensive Plan.

This Shoreline Master Program (SMP) amendment is intended to satisfy the statutory requirements of RCW 90.58.080(2)(a)(iii) to comprehensively update the County's SMP.

The record submitted by the County to Ecology as part of the SMP update, including Resolution No. 91-2018, reports, analyses and local approval materials, provides additional details to describe the jurisdiction's specific need for the proposed amendment.

SMP provisions to be changed by the amendment as proposed

The SMP comprehensive update is intended to entirely replace the County's existing SMP, including policies, regulations, the shoreline environment designations & maps, and administrative provisions. The updated SMP establishes standard shoreline buffers based on type of development, size of the lot, and the upland shoreline designation (SMP 6.3 Table 6-1), and regulates critical areas within shoreline jurisdiction with provisions of the SMP, including critical area buffers (SMP 6.3 Table 6-2). The updated SMP regulates activities and development along the County's shorelines using six (6) new shoreline environment designations, each containing designation criteria, purpose statements, and management policies:

- Aquatic
- Natural
- Resource Conservancy
- Shoreline Residential - Conservancy
- Shoreline Residential - Intensive
- Marine Waterfront

The proposed SMP uses these designations to tailor use and development allowance, prohibition, and other provisions based on shoreline conditions, as indicated at SMP 2.9 in Table 2-1 Residential Use Table and Table 2-2 Non-Residential Use Table.

FINDINGS OF FACT

Amendment History, Local Review Process

The County initiated the local planning process in November 2009 by entering into a grant agreement with Ecology (#G1000062). The record shows that extensive public outreach and engagement began early and was continuous throughout the process. Overall, the County's efforts far exceed the minimum standard, holding some 110 open public meetings and events. The general timeline below with key highlights outlines the local process:

- **Public Participation Strategy** was adopted in 2010, revised in 2011;
- **Public Forums** – The County held six (6) multi-event series of public forums at various locations across the County (typically at Forks, Sekiu, Port Angeles, and Sequim) to inform the public, gather input, and for presentation of various draft documents, for a total of thirty-three (33) individual forum events held from 2010 – 2017;
- **Consistency Review** – The County compared the existing SMP with state requirements under the SMA (RCW 90.58) and SMP Guidelines (WAC 173-26). The *Draft Consistency Review Report* (March 2011) and a *Final Consistency Review Report* (July 2011) identified and provided recommendations to: address inconsistencies, gaps and omissions; improve clarity and administration; and achieve Ecology approval of the updated SMP.
- **Focus Groups & Visioning Reports** – Approximately 130 citizens attended a series of stakeholder focus group discussions in January 2011, held at locations across the County. Three events focused one each on east, central and west end property owners, and the other two focus group events were for water-related business owners and recreation shoreline users. A focus group summary report helped inform preparation of the SMP visioning documents. Two reports were produced, including *Clallam County Shorelines in Transition - A Vision Statement for Clallam County SMP Update* (August 2011) for WRIAs 17 - 19; and *WRIA 20 Visioning Forum and Interview Report* (June 2011) specific to the rivers and lakes that drain to the Pacific Ocean.

- **Advisory Committees** – The County convened agency and technical experts as the No Net Loss Work Group that met twice in 2010 – 2011; and convened a broad array of over thirty (30) citizens and stakeholders as the SMP Update Committee that met thirteen (13) times in 2012;
- **Public outreach** methods included direct mailings to shoreline property owners, frequent messages to email distribution list of 600+ recipients, frequent project status and materials on a multi-page website, display ads in three (3) local newspapers, press releases to local papers and radio, listening sessions and guest presentations with over a dozen local entities including salmon recovery, marine resource, watershed planning, land use, trade, and civic groups/organizations.
- **Affected tribes** were on distribution lists, and involved in the committees and outreach groups. Tribal representatives were part of the No Net Loss Work Group, and natural resources/fisheries staff from the Quileute, Lower Elwha Klallam, Jamestown S’Klallam and Makah Tribes participated as representatives on the SMP Update Committee.
- **Planning Commission** – The County Planning Commission was briefed on project status, committee work, reviewed public input, and various drafts of related background documents at thirteen (13) meetings from 2011 - 2013. The group held four (4) legally noticed public hearings in February 2015 at locations across the County. They reviewed a 2014 Draft SMP and comments received at nineteen (19) meetings from March 2015 – April 2016. The Planning Commission then reviewed a 2017 Revised Draft SMP at seven (7) meetings, and recommended approval of a draft comprehensive SMP update amendment to the Board of County Commissioners (Board) on September 20, 2017.
- **Board of County Commissioners** – The Board was briefed on project status along the way, including a June 2017 overview of the Revised Draft SMP under final review by the Planning Commission. The Board held three (3) study sessions to review the September 2017 Planning Commission Recommended Draft SMP prior to holding a public hearing in December 2017. The Board deliberated on the merits of the proposal and considered public comments received at sixteen (16) work sessions from January - October 2018. The Board reviewed a September 2018 Draft SMP at two (2) work sessions in September – October 2018 that contained revisions based on their discussions and corrections identified by staff.

On December 12, 2017, the Board held a public hearing on the proposed comprehensive SMP update. Notice of the hearing was published October 15, November 5 and 26, 2017 in the *Peninsula Daily News*. The Board considered the proposed SMP and comments received at thirteen (13) meetings in January to August 2018, and then reviewed a 2018 Revised Draft SMP at three (3) further meetings. On October 30, 2018, the Board adopted Resolution No. 91-2018, approving the County’s comprehensive SMP update for submittal to Ecology for final review and approval.

Below are some highlighted features of the submittal package:

Inventory and Characterization (WAC 173-26-201)

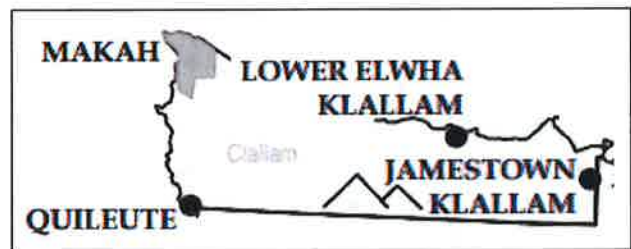
Documentation of current shoreline conditions is a key part of the SMP update process and meeting the requirement to address the no net loss standard of the SMP Guidelines (WAC 173-26-186). The County worked with two consulting groups, one focused on the shorelines of WRIAs 17 – 19 along the Strait of Juan de Fuca, and one focused on the shorelines of WRIA 20 that drain to the Pacific Ocean. Draft and final reports were prepared to document existing shoreline conditions and help inform

preparation of the County's SMP, including environment designations, policies and use regulations, thereby presenting the County's overall inventory and characterization (ICR) as a two volume set:

- *Draft Shoreline Inventory and Characterization Report for Portions of Clallam County Draining to the Strait of Juan de Fuca* (ESA; June 2011);
- *Final Shoreline Inventory and Characterization Report for Portions of Clallam County Draining to the Strait of Juan de Fuca* (ESA; March 2012);
- *Draft WRIA 20 Shoreline Inventory and Characterization Report* (UW-ONRC; June 2011)
- *Revised WRIA 20 Inventory and Characterization Report* (UW-ONRC; May 2012).

Federal Lands - Clallam County is unique in that it includes considerable areas of federal lands in the Olympic National Forest and Olympic National Park located in the interior and along the Pacific coast. Olympic National Park is an area of exclusive federal jurisdiction thereby removing Lake Crescent, Lake Ozette, and the marine areas from ordinary high water mark (OHWM) to extreme low tide from SMA and SMP jurisdiction; areas that would otherwise be considered shorelines of statewide significance. In addition, an abundance of other public and private commercial forest lands exist across the County, an especially predominate zoning designation in the West End with 66% along marine shores and 40% of the freshwater shorelines.

Tribal Lands - The County also shares geography with four (4) federally recognized Tribal nations including the Makah, Quileute, Lower Elwha S'Klallam, and Jamestown S'Klallam that have trust land reservations located at Neah Bay, La Push, mouth of the Elwha River, and the head of Sequim Bay, respectively.



Channel Migration Zones - The Strait ICR identifies twelve (12) rivers with mapped channel migration zones (CMZs) where the natural process of gradual or sudden shifts in channel location are likely to occur. The Pacific ICR notes channel migration along the Bogachiel, Calawah, and Sol Duc Rivers. The County considered the channel migration information from the most current and accurate sources, including a detailed Dungeness River CMZ delineation prepared by the Jamestown S'Klallam Tribe and the series of channel migration assessments & maps initially prepared by Ecology in 2011 – 2013, and finalized in 2018 (corrections/clarifying edits but no additional technical analysis). The Ecology CMZ reports do not provide detailed delineations or specific locations for CMZs at the parcel scale, but rather coarse scale assessments and approximate boundaries as planning-level channel migration zones (pCMZs). These pCMZs are based on professional geomorphic assessment prepared in accordance with standard practice. The boundaries should be refined for project level development activities to more accurately reflect the risk on a site scale. The Puget Sound pCMZs assess eleven (11) streams/rivers and the Pacific pCMZs address twenty-five (25) streams/rivers. The collection of reports includes:

- Delineation of the Dungeness River Channel Migration Zone - River Mouth to Canyon Creek; by Byron Rot and Pam Edens, Jamestown S' Klallam Tribe, October 1, 2008;
- Final Washington Department of Ecology Channel Migration Assessments for Clallam County: Puget Sound WRIAs 18-19 (April 2018);
- Final Washington State Department of Ecology Channel Migration Assessments for Clallam County: Pacific WRIA 20 (April 2018); and

- Washington State Department of Ecology Revised Channel Migration Assessment and Boundaries for Lower Morse Creek, Clallam County (January 2013).

Feeder Bluffs - The Straits ICR also identifies and discusses the variety of marine shoreforms present, including marine feeder bluffs as a distinct type of geomorphic feature. Chapter 3 provides reach scale assessment and differentiation for feeder bluffs, feeder bluff exceptional, feeder bluff talus, transport zones, accretion shoreforms,

modified areas, and areas of no appreciable drift. The Appendix A Map Folio, especially Maps 1a – 1c Physical Characteristics for East, Central, and West Regions of the Strait of Juan de Fuca (respectively), depicts the location of feeder bluffs, drift cells, and shoreform type.

Table 3-6. Strait of Juan de Fuca shoretype mapping and criteria for Clallam County (CGS 2011)

Marine Shoretype	Percent of Shoreline
Accretion Shoreform	30.5%
Transport Zone	19.2%
No Appreciable Drift	12.7%
Feeder Bluff - exceptional	10.3%
Feeder Bluff	9.2%
Feeder Bluff-talus	8.1%
Modified	10.0%

The County's two-volume ICR and companion map portfolios provide watershed and reach-level analyses of existing shoreline environmental and land use conditions for each water body organized by water resource inventory area (WRIA) and by marine or freshwater reach segments. Reaches are delineated based on significant changes in the physical and biological composition of the regulated waterbody's shoreline and their relative intensity of land use patterns, physical landscape, and various ecosystem processes.

Finding: Ecology finds that the two Inventory & Characterization Reports for WRIAs 17 – 19 and WRIA 20 adequately inventoried and analyzed the current conditions of the shorelines located in Clallam County. The reports synthesized existing information and were used to inform the master program update as well as provide a basis for future protection and restoration opportunities in County shoreline jurisdiction (WAC 173-26-201(3)(c) and (d)(1)).

Shoreline Jurisdiction and Shoreline Environment Designations (WAC 173-26-211)

The extent of shoreline jurisdiction is defined in RCW 90.58.030(2). Clallam County has opted to establish the maximum jurisdiction allowed by statute, including the optional full extent of the 100-year floodplain and land necessary for buffers for critical areas that occur within shorelines of the state. SMP 1.8 Jurisdictional Limits provides the detailed description.

Clallam County jurisdictional shorelines of the state need to be provided in a list of shoreline waterbodies; this required change is identified in **Attachment B** for consistency with WAC 173-18-044 and WAC 173-22-044, and is anticipated to be provided as an exhibit appended to the SMP.

Local governments are required to classify shoreline areas into shoreline environment designations (SEDs) based on the existing use pattern, biological and physical character of the shoreline, and the goals and aspirations of the community as expressed in their comprehensive plan. The Inventory and Characterization Reports are used to determine the relative degree of impairment and biophysical capabilities and limitations for individual shoreline reaches. Based on this assessment, along with consideration of anticipated future development, zoning and other regulatory overlays, local jurisdictions may apply the designation criteria provided in WAC 173-26-211 or develop their own tailored designation criteria.

The updated SMP proposes to establish six (6) SEDs: Aquatic; Natural; Resource Conservancy; both Shoreline Residential-Conservancy and Shoreline Residential-Intensive; and Marine Waterfront. The County mostly relies on the designation criteria established by WAC 173-26-211 with some local tailoring to the names and applicability as follows:

- Rural Conservancy is renamed as Resource Conservancy and primarily focused on forest lands;
- Shoreline Residential has two versions for differing density and intensity of residential uses;
- High Intensity is renamed as Marine Waterfront to better reflect local character and existing development patterns.

SMP 2 Shoreline Environment Designations describes the designation criteria, a purpose statement, and a set of management policies for each as follows: SMP 2.3 Aquatic; SMP 2.4 Natural; SMP 2.5 Resource Conservancy; SMP 2.6 Shoreline Residential-Conservancy; SMP 2.7 Shoreline Residential-Intensive; and SMP 2.8 Marine Waterfront.

Consistent with WAC 173-26-211(4)(iv)(A), the County's SMP 2.9 Allowed Use Table 2-1 Residential Development and Table 2-2 Non-Residential Uses identify the different types of shoreline activities that are permitted, conditionally permitted, and prohibited in each shoreline environment.

The mapped designations, illustrated in SMP Exhibit A Shoreline Environment Designations, are based upon and implement the designation criteria provided in SMP Chapter 2.

Finding: Ecology finds that the County SMP defines shoreline jurisdiction consistent with the Act and the record sufficiently documents the basis for assigning shoreline environment designations. The County's shorelines are adequately identified in SMP Section 1.8 Jurisdictional Limits, mapped in the Exhibit A Shoreline Environment Designations maps and, subject to a required change in **Attachment B**, a List of Shoreline Waterbodies will be appended to the SMP. Shoreline designations are adequately identified in SMP Chapter 2 and in the Exhibit A Shoreline Environment Designations maps. Ecology finds, subject to a required change in **Attachment B**, that for each environment designation the SMP includes a purpose statement, designation criteria, management policies, and regulations as required by WAC 173-26-211(4)(a).

General Master Program Provisions (WAC 173-26-221)

The SMP Guidelines in WAC 173-26-221 list general provisions that are intended to apply broadly to all of types of shoreline development regulated by master programs, including the following subsections: (1) Archaeological and Historic Resources; (2) Critical Areas; (3) Flood Hazard Reduction; (4) Public Access; (5) Shoreline Vegetation Conservation; and (6) Water Quality, Stormwater and Nonpoint Pollution.

In addition, WAC 173-26-191 requires SMP contents to address elements including, but not limited to, economic development, public access, conservation, historical, cultural, scientific and educational values, and flood damage. WAC 173-26-201 requires SMPs to ensure ‘at minimum, no net loss of shoreline ecological functions necessary to sustain shoreline natural resources’. The County’s SMP Chapters 5 through 8 include the following general provisions:

5.2 Clearing, Grading and Filling Policies at 5.2.1 and Regulations at 5.2.2 help conserve shoreline vegetation by setting standards that limit vegetation removal and minimize adverse impacts including stormwater pollution. A required change is included in **Attachment B** to ensure consistency with the WAC requirements for fill activities.

5.3 Public Access Policies at 5.3.1 and Regulations at 5.3.2 set standards to ensure the public’s ability to reach, touch, and enjoy the water’s edge, to travel on the waters of the state, and to view the water and the shoreline from adjacent locations. Select provisions focus on balancing access with ecological protection and property rights, maintaining, improving and expanding existing views and facilities, and providing new access opportunities, as well as encouraging collaboration with State Parks and other public land owners, future preparation of an integrated shoreline access plan, and implementation of the County’s Park & Recreation Plan. A required change is included in **Attachment B** to ensure consistency with the WAC requirements for multifamily residential development activities.

5.4 Water Quality and Water Management Policies at 5.4.1 and Regulations at 5.4.2 set standards to address the physical, chemical, and biological condition of water resources for human use, drinking water and recreation, fish and shellfish. Provisions limit pollution from direct discharge, stormwater, chemical use, erosion, septic systems, industry, and building materials such as treated wood.

5.5 Archaeological, Historical, and Cultural Resources Policies at 5.5.1 and Regulations at 5.5.2 set minimum standards for site inspection at locations with known resources, and for stop work upon inadvertent discovery, and establish additional provisions to protect known sites/resources.

6 Shoreline Buffers and Vegetation Conservation Policies at 6.2 and Regulations at 6.3 General, 6.4 Shoreline Buffer Averaging, 6.5 Shoreline Buffer Clearing, 6.6 Development Allowed in the Buffer, and 6.7 View Protection Common Line Buffer set standards for vegetation conservation to protect people and property from natural hazards and to protect shoreline ecological resources from the impacts of human activities. When multiple shoreline and/or critical area buffers are contiguous or overlapping, the landward-most edge of all such buffers applies. A required change is included in **Attachment B** to ensure the Lake Sutherland reduced buffer allowance is consistent with WAC requirements for mitigation and no net loss of ecological functions.

7 Critical Areas within Shoreline Jurisdiction General Policies at 7.2 and General Regulations at 7.3 set standards for protection of shoreline critical areas, including critical freshwater and critical saltwater habitats; these provisions are separate from the County’s critical areas ordinance (CCC 27.12). Additional regulations for specific critical areas are included as follows:

7.4 – 7.6 Wetlands - Designation, Delineation, Mapping & Classification; Buffers; and Protection Standards. A required change is included in **Attachment B** to ensure

consistency with the most current technical guidance and the WAC requirements for wetland alteration activities.

- 7.7 – 7.9 Aquatic Habitat Conservation Areas** - Designation & Mapping; Buffers; and Protection Standards
- 7.10 – 7.11 Class I & II Terrestrial Habitat Conservation Areas** - Designation & Mapping; and Protection Standards. A required change is included in **Attachment B** to correct an internal reference error.
- 7.12 – 7.14 Geologically Hazardous Areas** - Designation, Classification & Mapping; Buffers; and Protection Standards, for landslide, erosion, and seismic hazards, including feeder bluff, and channel migration areas;
- 7.15 – 7.16 Frequently Flooded Areas** - Designation & Mapping; and Protection Standards
- 7.17 – 7.18 Critical Aquifer Recharge Areas** - Designation, Mapping & Classification; and Protection Standards

These provisions ensure shoreline critical areas are protected to achieve no net loss of ecological functions. The regulations include allowances to adjust the standard buffer width through various mechanisms such as buffer averaging or buffer reduction without a shoreline variance, when site-specific conditions meet certain criteria.

8 Mitigation and No Net Loss Policies at 8.2, General Mitigation Requirement Regulations at 8.3, Compensatory Mitigation Plan Content Regulations at 8.4, and critical area-specific Mitigation Plan Regulations as follows: 8.5 Wetlands; 8.6 Aquatic and Wildlife Habitat Conservation Areas; 8.7 Frequently Flooded Areas; and 8.8 Critical Aquifer Recharge Areas. Collectively these provisions establish requirements for NNL of ecological function, mitigation sequencing, and evaluation of cumulative impacts.

***Finding:** Ecology finds that, subject to required changes in **Attachment B**, the general policies and regulations are consistent with WAC 173-26-221.*

Shoreline Modifications (WAC 173-26-231)

The SMP Guidelines in WAC 173-26-231 define “shoreline modifications” as: “...generally related to construction of physical elements such as a pier, floating structure, shoreline stabilization, dredged basin, or fill...” and WAC 173-26-231(2)(b) establishes a general principle that master programs should: “Reduce the adverse effects of shoreline modifications, and as much as possible, limit shoreline modifications in number and extent.” These shoreline modification principles and standards contained in WAC 173-26-231 are reinforced through associated requirements for mitigation sequencing (WAC 173-26-201(2)(e) and the no net loss of shoreline ecological function standard (WAC 173-26-186) noted above.

Clallam County’s SMP regulates shoreline modifications in SMP Chapter 4 including the policies and regulations of 4.1 Beach Access Structures; 4.2 Boating Facilities and Moorage; 4.3 Dredging and Dredge material Disposal; 4.4 Flood Hazard Management and Flood Control Structures; 4.5 In-stream and In-water Structures; and 4.6 Shoreline Stabilization. The County SMP addresses both boating facilities per WAC 173-26-241(3)(c) and piers and docks per WAC 173-26-231(3)(b) collectively as Chapter 4.2 Boating Facilities and Moorage, including non-residential and those accessory to residential development. A required change is included in **Attachment B** to ensure the non-residential docks/piers/floats standard is consistent with WAC requirements for public access.

Finding: Ecology finds that, subject to required changes in **Attachment B**, the shoreline modification policies and regulations are consistent with WAC 173-26-231.

Shoreline Use Provisions (WAC 173-26-241)

The SMP Guidelines in WAC 173-26-241 are intended to both recognize existing uses and ensure that future development will be appropriately managed consistent with the underlying policies of the SMA. Avoidance of use conflicts through coordinated planning and recognition of “preferred” shoreline uses is a primary tenant of the SMA (RCW 90.58.020). Updates to local SMPs are intended to support these goals through development of appropriate master program provisions, based on the type and scale of future shoreline development anticipated within a particular jurisdiction.

Consistent with WAC 173-26-186(5), the County SMP reflects the principle that the regulation of private property needs to be consistent with all relevant constitutional and other legal limitations. The updated SMP varies the allowed uses within each SED depending on the current level of impairment of shoreline functions. This is based on the inventory and characterization, existing land use patterns, and use preferences. No Net Loss and Mitigation Sequencing requirements are contained in SMP Chapter 8, described above.

Clallam County’s SMP provides context and regulates specific types of shoreline use with the Applicability, Policy, Regulation, and Application Requirement provisions of SMP Chapter 3, including:

- | | |
|---|---------------------|
| 3.1 Agriculture | 3.7 Recreation |
| 3.2 Aquaculture | 3.8 Residential |
| 3.3 Commercial and Industrial Development | 3.9 Restoration |
| 3.4 Forest Practices | 3.10 Signs |
| 3.5 Mining | 3.11 Transportation |
| 3.6 Parking | 3.12 Utilities |

A required change is included in **Attachment B** to ensure the allowance for accessory parking is consistent with WAC requirements for parking that supports shoreline public access.

Preferred uses, other priority uses, and property rights are explicitly addressed by these provisions:

- 3.2.1 Aquaculture Policy #1;
- 3.3.1 Commercial & Industrial Policy #2;
- 3.3.2 Commercial & Industrial Regulation #8;
- 3.7.1 Recreation Policies #1 and 2; and
- 3.7.2 Recreation Regulations #10 and 14

Finding: Ecology finds that, subject to required changes in **Attachment B**, the County has established a system of use regulations consistent with WAC 173-26-241 along with related environment designation provisions that accommodate preferred and priority uses, protect property rights while implementing the policies of the SMA, reduce use conflicts, and assure no net loss of shoreline ecological functions.

Shorelines of Statewide Significance (WAC 173-26-251)

RCW 90.58.020 specifically calls out Shorelines of Statewide Significance (SSWS) for special consideration, declaring that “the interest of all of the people shall be paramount in the management” of these shorelines. The seven (7) shorelines of statewide significance in the County include:

- Pacific Ocean;
- Strait of Juan de Fuca;
- Bogachiel River;
- Calawah River;
- Elwha River;
- Quillayute River; and
- Sol Duc River.

The Shoreline Guidelines in WAC 173-26-251 require that local master programs recognize the specific use preferences identified in the SMA and provide for “*optimum implementation*” of the statutory policy. This is done by providing SMP provisions that implement: (a) statewide interest, (b) preserve resources for future generations and (c) give preference to uses identified in RCW 90.58.020.

The SMP as a whole is consistent with the policies of RCW 90.58.020. Specifically, SMP 9 Shorelines of Statewide Significance including 9.1 Adoption of Policy and the order of preference, 9.2 Designation of SSWS for shorelines in Clallam County, and 9.3 Additional Policies for SSWS to ensure consistency with the Act and WAC 173-26-251, address these special considerations. Additionally, the provisions of SMP 3.2.5 Aquaculture Application Requirements for Cumulative Impact Analysis; 3.4.2 Forest Practices Regulation #2; 3.10.1 Signs Policy #1; and 4.5.1 In-stream & In-water Structures Policy #3 contribute to the optimum implementation of the SSWS statutory policy.

Finding: Ecology finds that the SMP has accurately identified SSWS within the County’s jurisdiction, is consistent with RCW 90.58.020 and WAC 173-26-251, and provides for optimum implementation of the statutory policy.

Cumulative Impact Analysis (WAC 173-26-201(3)(d)(iii))

Addressing no net loss of ecological functions is a critical element in any SMP update. Ecology rules require that “Master programs shall contain policies and regulations that assure at minimum, no net loss of ecological functions necessary to sustain shoreline natural resources.”¹ A cumulative impacts analysis (CIA) documents how an SMP update addresses no net loss of ecological functions. The *Final Cumulative Impacts Analysis and No Net Loss Report*, prepared by ESA June 2017, includes review and analysis of current circumstances and shoreline ecological functions, potential impacts, reasonably foreseeable future shoreline uses, effects on shoreline functions, applicable SMP provisions, and development tracking & response. The County created a *Shoreline Checklist & Statement of Exemption Form* as a permit application and review tool for demonstrating project consistency with the SMP policies and regulations (Appendix A to the CIA).

The CIA concludes that based on the current circumstances, reasonably foreseeable future development/use, and potential beneficial effects of established regulatory programs:

¹ WAC 173-26-201(2)(c)

- The regulatory provisions of the SMP will be effective in preventing cumulative impacts on habitat, hydrology and water quality functions, provided they are effectively implemented; and
- The County will achieve no net loss through the adoption and implementation of the SMP.

Finding: Ecology finds that the County's Cumulative Impact Analysis (CIA) provides an adequate examination of anticipated development and potential effects to shoreline ecological functions per WAC 173-26-201(3)(d)(iii).

Shoreline Use Analysis (WAC 173-26-201(3)(d)(ii))

The County analyzed current and future potential land uses and trends to address the SMP Guidelines requirement to project future shoreline development, identify potential use conflicts and ensure preference is given to water oriented uses, particularly preferred uses that are unique to or dependent upon a shoreline location.

WRIA 17 – 19

The Straits ICR and the CIA-NNL Report present related parts of the analysis for approximately 2,700 individual parcels of land that directly adjoin shorelines of the state, including the following findings:

Marine Shores

- Much of the land is vacant or “underdeveloped” and includes both sub-dividable and non-sub dividable parcels likely to be developed in the future.
- Pertinent issues include residential use (particularly in the East End) and shoreline vegetation management.
- Commercial forestry is the second most dominant land use (particularly in the West End) however, forest practices are generally not regulated by the Shoreline Management Act.
- Unincorporated portions of Clallam County marine shorelines have little commercial, industrial, or port use.
- Key management considerations include:
 - New residential development on/near feeder bluffs, landslide hazards, and erosion hazard areas.
 - New residential development on low bank accretion shores.
 - New in-water and overwater structures such as docks, piers, marinas.

Table 2-2. Potentially Developable Lands within SMP Jurisdiction along the Marine Shoreline (excluding WRIA 20)

Planning Region	Total Area Within SMP Jurisdiction (acres)	Potentially Developable Lands (acres)	Percent (%) Developable Lands
East	2,538	760	30%
Middle	866	146	17%
West	971	264	27%

Freshwater Shores

- Future use and development of freshwater shorelines, especially in the west, will put additional pressure on freshwater ecosystems.
- Key management considerations include:
 - Conversion of forest land and removal of existing forest cover along river corridors may degrade habitat, reduce water quality, alter flow patterns, and destabilize river banks.
 - Placement of structures in floodplains, channel migration zones, and landslide hazard areas increases the risk to human health and safety, adversely alters water quality and flows, degrades habitat, and increases the risk of downstream flooding and erosion.
 - There is significant restoration potential for reforestation, placement of large woody debris, barrier removal, and other restoration projects in many watersheds as outlined in detail in the NOPE strategy and individual watershed recovery plans.

Table 2-3. Potentially Developable Lands within SMP Jurisdiction along Freshwater Shorelines (excluding WRIA 20)

Planning Region	Total Area Within SMP Jurisdiction (acres)	Potentially Developable Lands (acres)	Percent (%) Developable Lands
East	3,601	434	12%
Middle	4,049	981	24%
West	6,814	3,073	45%

WRIA 20

For the 735,000 acre WRIA 20, the Pacific ICR and the CIA-NNL Report present related parts of the analysis. Overall, residential development is the dominant shoreline use although the pattern is light and scattered, mostly located along the side of the shoreline closest to major roads, with few bridges and very little bank armoring. The mill on Lake Pleasant is the only industrial facility in SMP jurisdiction. Agricultural use is very limited with just a few small-scale cattle operations located along the shoreline.

Countywide Analysis

The CIA-NNL Report identified twenty-four (24) Analysis Areas with the greatest potential for future development within a 20-year planning horizon: 15 in WRIs 17-19 and 9 in WRIA 20. This subset comprises approximately 37% of the County's total shoreline miles, and includes all areas where future development is anticipated to be most intense. Some key findings include:

Marine Analysis Areas

- Of nearly 1,200 residential parcels, about 74% are occupied, about 26% are vacant or undeveloped, and 88% of the occupied parcels are not sub-dividable.
- Approximately 136 new shoreline lots could be created through subdivision along the Strait of Juan de Fuca, for an 11% increase in the number of residential lots. About 60 new lots (44%) would be located in a 2-mile stretch between Morse Creek and Port Angeles.

Freshwater Analysis Areas – WRIs 17 - 19

- Of nearly 1,025 residential parcels, about 72% are occupied, about 28% are vacant/undeveloped, and 92% of the occupied parcels are not sub-dividable.
- All of the Analysis Areas have some potential for subdivision, for approximately 140 new lots, a 13% increase in residential lots. About 46 new lots (33%) would be located along Morse Creek, with another 22 new lots (16%) along Clallam River.

Freshwater Analysis Areas – WRIA 20

- 62% of the approximate 909 residential parcels are vacant and about 38% are developed.
- Nearly all of the Analysis Areas have potential for subdivision, although it is generally limited by the wide extent of mapped floodplains associated with WRIA 20 Rivers.

Table 5-1. Shoreline Analysis Areas and Proposed Shoreline Environment Designations (SEDs) with High Potential for New Development – WRIAs 17, 18, and 19	
Marine Analysis Areas (Proposed SED)	River and Lake Analysis Areas (Proposed SED)
Discovery Bay bluffs (SR-C)	Clallam River (SR-C)
Diamond Point (SR-I)	Dungeness River (SR-C, some Natural)
Travis Spit (SR-C)	Elwha Tributaries (SR-C)
Sequim Bay (primarily SR-C)	Lake Sutherland (SR-I)
3 Crabs (primarily SR-I)	Lyre River (SR-C, some SR-I)
Dungeness Harbor (primarily SR-C)	McDonald Creek (SR-C)
Dungeness Bluffs (primarily SR-C)	Morse Creek (SR-I, SR-C, and Natural)
Morse Creek to Port Angeles (SR-C)	Pysht River (SR-C)
East Angeles Point (primarily SR-C; some Natural)	Salt Creek (SR-C)
Freshwater Bay (SR-C and SR-I)	
Whiskey Creek beach (SR-C; some Marine Waterfront)	
Lyre River vicinity (SR-C; some RC)	
Clallam Bay (Marine Waterfront, SR-I, SR-C, some Natural)	
Hoko River vicinity (SR-C, SR-I, some Natural)	
Bullman Beach (SR-I)	
N = Natural ; RC = Resource Conservancy; SR-C = Shoreline Residential - Conservancy; SR-I = Shoreline Residential- Intensive; MW = Marine Waterfront;	

The majority of shorelines outside of these Analysis Areas have relatively low potential for new residential, commercial and/or industrial development due to remote location, lack of public infrastructure, zoning for active timber management, or other limitations.

Finding: Ecology finds that the County has adequately considered current patterns, projected trends, SMA preferred uses and the potential for use conflicts consistent with WAC 173-26-201 (2)(d) and WAC 173-26-201 (3)(d)(ii).

Restoration Plan (WAC 173-26-201(c) and (f))

Local governments are directed to identify restoration opportunities as part of the SMP update process and to include policies that promote restoration of impaired shoreline ecological functions (WAC 173-26-201 (2)(c) and (f)). It is intended that local government, through the master program, along with other regulatory and non-regulatory programs, contribute to restoration by planning for and fostering such actions. These are anticipated to occur through a combination of public and private programs and actions.

The restoration planning component of the SMP is focused on voluntary mechanisms, not regulatory provisions. Clallam County prepared a *Countywide Shoreline Restoration Plan* (ESA, Draft August

2013; Final February 2016), based on information gathered in both Inventory & Characterization Reports which identified programmatic and site specific restoration opportunities organized by WRIA and river systems. The County's restoration planning is focused on restoration goals and objectives, existing plans, opportunities to improve impaired/degraded shoreline ecological functions, and implementation strategies such as funding, technical assistance, voluntary actions, environmental indicators/benchmarks, timelines, priorities, and potential partners.

The Plan addresses restoration in relation to protection, mitigation, and no net loss. Tables 3-1 through 3-7 identify specific actions by region, basin, river system, and reach based on the type of impairment/degradation, development potential, other restoration efforts completed, potential projects and opportunities for ecosystem/shoreline function improvement. Chapter 4 recognizes key challenges for implementation, identifies voluntary actions for private property owners, and sets targets for accomplishments at 2, 5, and 7 years after adoption.

The County's SMP 3.9 Restoration includes policies and regulations that establish the Restoration Plan goals and promote integrated and cooperative restoration efforts. The SMP 2.9 Allowed Uses in Each Shoreline Environment Designation Table 2-2 allows restoration and enhancement as a permitted use in all shoreline designations, and some specific types of projects are exempted from the permit process at SMP 10.2.5 Exemptions from Shoreline Substantial Development Permit.

Finding: Ecology finds that the Restoration Plan is based on appropriate technical information available during the SMP update and meets the requirements of WAC 173-26-201(2)(c) and (f).

Consistency Review

Consistency with the Shoreline Management Act (RCW 90.58): The proposed amendments have been reviewed for consistency with the policy and procedural requirements of RCW 90.58.020 and the approval criteria of RCW 90.58.090.

Consistency with applicable guidelines (WAC 173-26): The proposed amendments have been reviewed for compliance with the requirements of the applicable Shoreline Master Program guidelines (WAC 173-26-171 through 251 and -020 definitions). This included review of a SMP Submittal Checklist, which was completed by the County.

Consistency with SEPA Requirements: The County submitted evidence of compliance with RCW 43.21C, the State Environmental Policy Act (SEPA) in the form of a SEPA checklist and issued a Determination of Non-Significance (DNS) for the proposed SMP amendment on May 17, 2017. Ecology did not comment on the DNS.

Other Studies or Analyses supporting the SMP update

Ecology reviewed the following documents prepared by the County in support of the SMP amendment:

- *March 2011 Public Participation Strategy,*
- *July 2011 Consistency Review,*
- *May 2012 WRIA 20 Inventory and Characterization Report*
- *March 2012 Final Shoreline Inventory and Characterization Report for Portions of Clallam County Draining to the Strait of Juan de Fuca,*
- *February 2016 Countywide Shoreline Restoration Plan,*

- *June 2017 Cumulative Impacts Analysis and No Net Loss Report.*
- *October 2018 SMP Submittal Checklist*
- *October 2020 Clallam County 2020 Shoreline Master Program Update – Review of Lake Sutherland Proposed Buffer Technical Memorandum*

Department of Ecology review process

The proposed SMP comprehensive update was received by Ecology for state review on November 8, 2018. Ecology is required to determine if SMP submittals are complete and in compliance with Washington Administrative Code (WAC) 173-26-100 and 110.

Pursuant to WAC 173-26-100 and -110, Clallam County has satisfied the submittal requirements for a comprehensive SMP update as indicated below:

- A signed Resolution was provided to Ecology that indicated the County's approval of the proposed SMP with the adoption of Resolution 91-2018 on October 30, 2018 (WAC 173-26-110(1) & WAC 173-26-100(7));
- This comprehensive SMP update is intended to entirely replace the County's existing SMP (WAC 173-26-110(2));
- Updated shoreline environment designation maps were submitted to Ecology (WAC 173-26-110(3));
- Materials summarizing the update process were provided to Ecology (WAC 173-26-110(4));
- Evidence of compliance with the State Environmental Policy Act (SEPA) was provided to Ecology including a Determination of Nonsignificance issued by the County on October 16, 2017, along with a completed Environmental Checklist (WAC 173-26-110(5) & WAC 173-26-100(6));
- Evidence of compliance with the public notice and consultation requirements of WAC 173-26-100 was provided to Ecology (WAC 173-26-110(6));
- The County provided numerous opportunities for public and Ecology review and comment throughout the SMP update effort between 2010 and 2018. Notice of public hearings before the Planning Commission and Board of County Commissioners were duly advertised in the *Peninsula Daily News* newspaper and the hearings held on February 4, 12 & 18, 2015, and December 12, 2017. (WAC 173-26-110(7) & WAC 173-26-100(1-3));
- The County provided evidence that the public notice clearly stated the Shoreline Master Program update was required in compliance with RCW 90.58 and WAC 173-26;
- The County solicited comments on the draft SMP from Ecology as part of the 2015-2017 local process (WAC 173-26-110(5));
- A copy of the completed SMP submittal checklist was provided to Ecology (WAC 173-26-110(8));
- Copies of the County's shoreline inventory and characterization report, shoreline restoration plan, and cumulative impacts analysis were submitted to Ecology (WAC 173-26-110(9)).

Ecology provided the County with a letter verifying the submittal was complete on December 4, 2018.

Ecology Public Comment Period

Ecology held a public comment period from January 14 to February 28, 2019, at 5 p.m. Interested parties were notified using mail and email. Notice of the state comment period was distributed to state

task force members and interested parties identified by the County on December 28, 2018 in compliance with the requirements of WAC 173-26-120. Four (4) tribal governments were individually and specifically notified and invited to comment: the Makah, Quileute, Lower Elwha Klallam, and Jamestown S'Klallam. This notice identified that the SMP amendment is intended to satisfy the state statutory requirements of RCW 90.58.080 to comprehensively update the County's SMP. Notice of the comment period, including a description of the proposed SMP and the authority under which the action is proposed along with the manner in which interested persons may obtain copies and present their views, was also provided on Ecology's website². All interested parties were invited to provide comment on the proposed update during this public comment period. No public hearing was held during the state comment period. Thirteen (13) comment letters were received from individuals, industry, tribal governments, state and federal agencies, and non-governmental organizations.

Consistent with WAC 173-26-120 Ecology provided a comment summary to the County on April 10, 2019. This comment summary matrix organizes the thirteen comment letters into 132 individual comments listed by topic based on the pertinent SMP chapter/section in numerical order. On June 4, 2019 the County submitted its responses to the issues raised during the state comment period.

Ecology review timeline

Comprehensively updated County SMPs are generally very complex and address multiple uses and activities. For a variety of reasons, Clallam County's local SMP adoption was delayed past the original due date. The County's final adoption coincided with the receipt of documents related to numerous efforts by other local governments operating under SMP periodic review grant deadlines. This left Ecology with limited staff capacity to complete the final steps in the approval process in a timely manner. Ecology's decision was further delayed in order to explore options with the County in an effort to reach resolution on proposed changes. Ecology collaborated with the county to reach mutual understanding about legally defensible alternatives to locally adopted provisions that Ecology could incorporate into final required and recommended changes.

The timeline below outlines the progress and challenges during the state review process.

Between June and December 2019, Ecology completed initial review of the locally adopted SMP and drafted preliminary required and recommended changes. In January 2020 Ecology staff requested and attended a meeting with Washington Department of Fish and Wildlife (WDFW) to discuss issues around riparian buffers, specifically on Lake Sutherland. This meeting was intended to improve Ecology's understanding and provide WDFW an opportunity to clarify the concerns outlined in their comment letter. This resulted in an additional comment letter submitted to Ecology on April 17, 2020.

Ecology believes in its partnership with local government and as part of this, is committed to avoiding surprises when proposing changes to locally adopted SMPs. In this spirit, initial changes were compiled into discussion drafts of required and recommended changes and sent to the County for their review on April 20, 2020. County and Ecology staff met to discuss these changes on June 18, 2020. Discussions identified specific issues that County and Ecology staff understood would take some time to resolve. These issues included the addition of Ocean Resources Management Act (ORMA) regulations and inclusion of companion state Marine Spatial Plan (MSP) provisions, addressing

² <https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Status-of-local-Shoreline-Master-Programs-SMP/Clallam-County>

WDFW concerns with the shoreline buffers on Lake Sutherland, and the need for the County to compile a full updated list of shoreline waterbodies for inclusion in the SMP. Subsequent coordination meetings occurred with County staff July – October 2020.

These continued discussions resulted in agreed upon ORMA and MSP provisions as addressed in Attachment B items #2, 4, 17-20 and Attachment C item #4. The County also agreed to compile a list of shoreline waterbodies to be included as part of the SMP, see Attachment B item #27.

On October 26, 2020 Ecology received a technical memorandum³ from the County prepared by ESA intended to address and propose resolution to Lake Sutherland buffer standard issue identified by WDFW. Receipt of this memo was followed by further coordination with WDFW and the County through December 2020, which resulted in agreed upon required changes found in Attachment B Item #8.

One additional Ecology review consideration was related to the County's requirement to complete their SMP Periodic Review per RCW 90.58.080(4). Ecology was under the initial understanding that the County intended to combine this effort with the already locally adopted comprehensively updated SMP during the County's review and acceptance of this Conditional Approval action. However, the County decided they would prefer to complete the comprehensive update through this conditional approval process prior to embarking on the local public engagement and action process steps necessary to complete the SMP periodic review. Ecology completed our review and consistency determination based upon all current statutory and rule requirements, which includes all those listed on the periodic review checklist updated through June 2020. We anticipate that the County may finalize their SMP periodic review with a "finding of adequacy" determination later this year.

Summary of Issues Raised During the Ecology Public Comment Period

The Responsiveness Summary (**Attachment D**) includes a summary of the comments received and Clallam County's responses to SMP topics raised in the comments pursuant to WAC 173-26-120(6). Ecology considered these comments during the state review process. Additional Ecology review considerations are reflected in this section, the discussion and rationale of Attachments B and C and in the section below titled "Summary of Issues Relevant to Ecology's Decision."

Many of the commenters provided supportive statements and acknowledged that the proposed SMP represents a significant improvement over the existing SMP. A general list of topics and concerns raised during the state comment period includes: Aquaculture; Archaeological, Cultural, and Historic Resources; Clearing, Grading & Filling; Climate Change; Critical Areas (aquifers, fish & wildlife habitat, frequently flooded areas, geological hazards, and wetlands); Flood Hazard Management; Hydroelectric Dams; Mining; Mitigation; No Net Loss; Public Access; Shoreline Buffers & Vegetation Conservation; Shoreline Environment Designations & Mapping; Shoreline Stabilization; Tribal Treaty Rights; Water Quality; and the SMP Technical Supporting Documents: Inventory & Characterization Report; Restoration Plan; and Cumulative Impacts Analysis & NNL Report.

Additional discussion is provided below on a subset of topics raised during the state comment period:

³ *Clallam County 2020 Shoreline Master Program Update – Review of Lake Sutherland Proposed Buffer Technical Memorandum* dated October 23, 2021.

CRITICAL AREAS:

Commenters express concerns with the County's geologically hazardous area provisions asserting that the current provisions are not adequate for protecting people, property and ecological functions adjacent to steep slopes, landslide hazard areas, and channel migration zones (CMZ). Comments suggest the County's provisions on riparian buffers should be updated consistent with the recent information published by Washington Department of Fish and Wildlife (WDFW) on management recommendations for riparian ecosystems⁴. The comments recommend 137-foot riparian buffers based on the 200-year Site Potential Tree Height (SPTH), a minimum 200-foot buffer for all water bodies designated as critical habitat for ESA listed species, and a minimum 150-foot buffer for all other streams. Commenters further recommended that the buffer be measured from the edge of the channel, channel migration zone or active floodplain, whichever is wider.

No changes to the SMP are proposed by the County or Ecology. Ecology finds the County considered these comments and adequately responded with applicable SMP provisions. Ecology review shows the SMP 6.3 General Regulations for Shoreline Buffer and Vegetation, including Table 6-1 standard buffer widths and Table 6-2 critical area buffers, 6.4 buffer averaging, and 6.7 common line buffer, are largely consistent with the current science & technical information. Ecology has identified a required revision to Lake Sutherland Buffer to ensure adequate mitigation when locating closer than the standard buffer and to ensure NNL. See Attachment B Item #8. Consistent with the regulations noted above, Ecology finds that the County provides a 150-foot or greater buffer for the majority of the County's shorelines. A buffer of 100 to 125 feet is available for single-family residential and low intensity uses classified as minor new development within the Shoreline Residential-Conservancy SED. With the exception of approximately 4% of the County's shorelines that are designated Shoreline Residential-Intensive and Marine Waterfront, which allow for buffers between 50 and 100 feet. Ecology review shows the SMP 6.3 Table 6-1 shoreline buffers, Table 6-2 critical area buffers, and related buffer and vegetation conservation provisions reflect current science & technical information and local conditions providing appropriate, locally-tailored provisions to protect both people & property and shoreline ecological functions along freshwater shorelines.

Ecology also notes, the County opted to extend shoreline jurisdiction to the full extent of the 100-year floodplain, however, it's possible a CMZ could extend beyond that and the SMP cannot regulate outside of jurisdiction. Ecology finds the Clallam County SMP⁵ relies on the effective FEMA maps to identify the extent of the 100-year floodplain and the floodway. At such time as these maps change, there may be a need to revise the SMP mapping.

SMP 7.14 Regulations for Geological Hazard Protection Standards identify current mapping and establish a locally-tailored three-tiered approach to determining if a proposed use/development will be located in a CMZ, relying on site-specific assessment and delineation to determine any needed buffer rather than an overall prescriptive approach. Additionally, Ecology finds that the SMP established standard marine bluff buffer widths of 150-feet (exceptional feeder bluffs), 100-feet (other feeder bluffs), and 50-feet (non-feeder bluffs). Buffers may be required to be larger based on site specific conditions, findings and recommendations of a geotechnical report (see SMP Sections 7.13.7 and

⁴ These referenced documents include two volumes focused on riparian ecosystems science and management. Volume 1 synthesizes the science and management implications, and Volume 2 provides Management Recommendations.

⁵ The SMP utilizes the FEMA maps for determining floodplain and floodway areas and applicable protection standards under SMP Sections 7.15 and 7.16.

7.14.7). Ecology finds the County's geologically hazardous areas standards are consistent with WAC 173-26-231 (3)(c)).

CLIMATE CHANGE

A number of comments focus on the issue of climate change including related concerns around riparian buffers, geological hazards, and sea level rise and wildfire risks. Commenters express concern about existing environmental degradation and the potential for climate change to compound or amplify the impacts of shoreline uses and developments. Commenters request the County address the risks to the environment, property and human health and safety, by adding policy language, to provide more meaningful consideration of climate change. The comments suggest that this could include increased buffers and setbacks or through technical report requirements.

No additional changes were proposed by the County or Ecology. Ecology finds the County has considered the comments related to climate change, sea level rise and wildfire risk and has chosen not to include additional policies and regulations at this time. The County found that "considering standards to utilize sea level rise projections for regulating location and type of building location in addition to FEMA floodplain maps will require a comprehensive approach and public process that is beyond the scope of the current SMP update effort⁶." The County's further response indicates the County intends to continue its involvement in climate change discussions.

Ecology finds that the SMP does include the following direct and indirect policies and regulations related to climate change:

- *SMP Goals 1.5 set forth goals to inform and increase public awareness of sea level rise projections.*
- *SMP Update Vision (Section 1.4);*
- *SED Policies [Sections 2.5.3(h), 2.6.3(h), 2.7.3(f), 2.8.3.(g)];*
- *Residential Regulation 3.8.2.7;*
- *Restoration Policy 3.9.1.6;*
- *Transportation Policy 3.11.1.8;*
- *Shoreline Stabilization Regulation 4.6.2.14 projects take into account sea level rise and storm surge;*
- *Shoreline Buffer Policies 6.2.1 & 6.2.4; and*
- *Critical Area Policy 7.2.2(f).*

Ecology agrees climate change and related effects are important topics. The agency is actively engaged at the statewide level in work being done on climate change and sea level rise. The Shoreline Management Act (SMA) and the Shoreline Master Program (SMP) Guidelines contain no requirements for SMPs to address climate change or sea level rise. However, they require local jurisdictions to take into account scientific and technical information pertinent to shoreline management issues. The Guidelines require local governments use "the most current, accurate and complete scientific and technical information available" [WAC 173-26-201(2)(a)]. The Guidelines also encourage local governments to consult Ecology's guidance for applicable new information on emerging topics such as sea level rise [WAC 173-26-090(1)].⁷

Ecology finds addressing these topics within the community, and more specifically in a local SMP, is currently left to the discretion of each city and county. Nonetheless, Ecology is seeing increased

⁶ See Attachment D, item# 59 Clallam County Response and Rationale.

⁷ See SMP Handbook Appendix A <https://apps.ecology.wa.gov/publications/parts/1106010part19.pdf>

interest in discussing these issues. Some communities have chosen to address these issues through other regulatory mechanisms including their zoning code. In most cases, the addition of sea level rise policies and regulations to a master program are a result of a community-wide effort, considering the entire geography of the place, and not limited to the comparatively narrow shoreline jurisdictional area. This comprehensive approach has led to more fully integrated responses to these risks within and outside of shoreline jurisdiction in those communities. Ecology supports local communities' comprehensive planning for climate change adaptation recognizing that the SMP is not the only and may not be the best regulatory tool for such.

TRIBAL TREATY RIGHTS

Comments received from the Jamestown S'Klallam Tribe, Quileute Indian Tribe, and the Makah Tribal Council, express concerns related to the SMP impacting treaty-reserved resources and the habitats they depend on, with regard to buffers, no net loss, and mitigation. Other comments were focused on the potential for the SMP to impact Tribal culture, and treaty-reserved rights to fish, hunt, and gather in the County and adjacent waters for tribal economic, subsistence and cultural purposes.

The County proposed no changes at this time, but adds that a number of the Quileute Tribes recommendations were incorporated into the SMP during the local adoption process. In its response, the County expresses its appreciation for the Tribal interests and rights. Ecology review identified Policy 3.2.1(6) and Regulation 3.2.2 both considering treaty fisheries resources and requiring necessary mitigation for impacts to navigation, water quality, sediment quality, benthic & pelagic organisms, wild fish populations, critical saltwater & freshwater habitat, Treaty fisheries resources, water-dependent uses and normal public use of surface waters. Ecology also finds SMP Section 1.7 correctly identifies that this SMP does not apply to: lands held in trust by the U.S. for Indian Nations, Tribes, or individuals; and the exercise of treaty rights per RCW 90.58.350.

AQUACULTURE

Comments related to aquaculture were received from Friends of the Earth, Cooke Aquaculture, Taylor Shellfish, Futurewise et. al., the Quileute Tribe, the Makah Tribe, and one individual. The majority of comments were supportive of the prohibition of commercial net pen operations for non-native finfish. Some comments request retention of, or expansion of, the County's proposed prohibition on non-native finfish (including net pen) aquaculture. Cooke Aquaculture voiced opposition to this same prohibition. Taylor Shellfish requested text edits to two regulations found within Section 3.2.2.

The County response includes reference to the fact that the SMP supports and allows for marine aquaculture consistent with the policies, regulations, application, and permitting requirements applicable to the type and location of aquaculture use. In-water, marine aquaculture is supported as a permitted or conditional use in the Aquatic SED. Only in-water, non-native finfish (including net pens) is prohibited. (SMP Table 2-2 and Section 3.2). The County also acknowledges that if state laws change in regards to authorization of non-native marine finfish aquaculture in Washington State waters, the County would need to review its SMP, at that time.

Ecology review shows the aquaculture allowances are consistent with WAC 173-26-241(3)(b) and other state requirements to recognize this preferred, water-dependent use of statewide interest when appropriately sited, and with the WA Legislature's and Governor Inslee's HB2957 that phases out Atlantic salmon net pens by 2022 and prohibits new commercial aquaculture operations from raising non-native finfish in state waters.

The County supported the text edits proposed by Taylor Shellfish in its formal response to comments (Attachment D). Ecology consulted with the County and incorporated the County's proposed edits in response to the comments into Ecology's recommended changes (Attachment C Items #14&15).

NO NET LOSS:

In addition to the issues included in the above Critical Areas, Climate Change, and Aquaculture sections, commenters expressed the following concerns that buffer widths do not achieve site potential tree height (SPTH) and no net loss (NNL); all uses and developments inside and outside the established buffers shall require compensatory mitigation; and the NNL standard is not sufficient to protect species and improve degraded existing conditions. Additional comments raised questions about how voluntary restoration efforts may be used to offset unmitigated development impacts and about the effectiveness of the County's SMP implementation.

The County response correctly points to the SMP framework as its means to achieve planning level no net loss, stating in part:

The SMP in all its parts from SEDs, policies, and regulations (e.g., use regulations, buffers, etc...), mitigation and NNL requirements, and permitting provisions combined with supporting documents (e.g., shoreline inventory and characterization report, shoreline restoration plan) is designed to help achieve NNL of shoreline ecological functions over- time as new shoreline uses and development occur. (Attachment D Item #20).

The SMA requirement to use the most current, accurate science and technical info does not mean there is any single correct source. The range of information must be considered within the context of the local conditions. Ecology finds that the County considered the most current, accurate science and technical information. Our SMP Handbook Chapter 11 Vegetation Conservation, Buffers & Setbacks includes a Buffer Science Summary graphic at Figure 11-6 that shows scientific sources recommend a range of buffer distances from 15-feet to over 400-feet for specific parameters of shoreline functions and processes. This guidance also notes that "Scientific studies typically include observations of undisturbed areas" and discusses the importance of considering the range of buffer widths in the context of local shoreline conditions and the potential risk of anticipated future development and impacts. We agree that uniform buffer widths are not practical across the landscape, given the range of conditions and need to accommodate preferred uses. The SMP appears to effectively rely on the ICR to establish Shoreline Environment Designations (SEDs) that determine allowed uses (Tables 2-1 and 2-2) and establish shoreline buffer widths (Table 6-1).

These riparian buffer provisions were locally adopted after extensive public review and comment, supported by technical reviews and the Shoreline Inventory and Characterization Report. WDFW provides its recommendation through the lens of its agency mandate. For the purpose of utilizing published WDFW Riparian Management Recommendations within SMPs, local governments must weigh many considerations in balancing the policy of the SMA. To that end, the County's SMP includes appropriate use allowances and restrictions, stream buffers, vegetation management standards, and the requirement for projects to demonstrate mitigation sequencing. As a package, the SMP provides for ecological protection and requires appropriate mitigation to achieve no net loss of shoreline ecological functions, while prioritizing water-oriented uses and increasing public access in the public interest.

Ecology finds the SMP to be consistent with the requirements of the SMP Guidelines in ensuring protection of shoreline ecological resources and ensuring no net loss of ecological functions while also fostering appropriate water-oriented uses and protecting private property rights⁸. Ecology finds that the County's approach to protecting riparian buffers achieves no net loss of shoreline ecological function consistent with the SMA and Guidelines. Ecology review shows the SMP, including Chapter 6 shoreline buffers, Chapter 7 critical area buffers, and Chapter 8 Mitigation & NNL provisions, is consistent with state requirements, given the required changes to SMP 6.3 and 7.6 presented in Attachment B.

The County contends that the SMP requires mitigation sequencing be applied to new uses and development to ensure NNL and that the implementation of the Restoration Plan for voluntary restoration is a separate action that should result in ecological benefit or lift. Ecology finds that voluntary restoration efforts are not relied upon to mitigate for the impacts of new uses or development. Ecology review shows the CIA-NNL Report provides an adequate examination of anticipated development and potential effects to shoreline ecological functions consistent with WAC 173-26-201(3)(d)(iii).

Ecology finds additional regulatory language is unnecessary for ensuring avoidance and minimization. This is more properly addressed during County implementation of the SMP, ensuring applicants clearly document how impacts will be avoided and minimized, identifying appropriate permit conditions, and following through to ensure the proposed project is built consistent with the issued permits. State agencies, including Ecology and the Department of Commerce, are working with local governments to identify how to assess effectiveness in the project review and permitting process, as well as in the on-the-ground results, including mitigation monitoring. To that end, the County has a shoreline monitoring and adaptive management program that includes a mechanism for documenting all project actions necessary for a permit feedback loop and evaluation as part of a monitoring and adaptive management program⁹. Ecology finds that the County's effectiveness monitoring efforts are consistent with the requirements of WAC 173-26-191(2)(iii)(D).

CONCLUSION

Ecology appreciates the level of interest and effort put forth by all commenters in this SMP update. As noted in Attachment D and confirmed by the SMP record, the County considered comments throughout the local adoption process and in some cases made modifications to earlier drafts of the SMP to address issues identified.

Ecology has reviewed the comments received along with the County's responses. Ecology finds the County's responses are consistent with the statutory and rule obligations. Ecology finds the County considered whether to incorporate any amendments to address issues raised during the comment period. Issues raised during the state comment period resulted in one required change (Attachment B Item #8) and eight recommended changes (Attachment C Items #14, 15, 24, 26 & 35-38).

⁸ The SMP Guidelines require the SMP to address environmental protection, accommodate preferred shoreline uses, and "protect the public interest associated with the shorelines of the state while, at the same time, recognizing and protecting private property rights consistent with the public interest" (RCW 90.59.020).

⁹ As explained within the CIA and noted elsewhere in this document, the County created a Shoreline Checklist & Statement of Exemption Form for use as a permit application and review tool for demonstrating project consistency with the SMP policies and regulations (Appendix A to the CIA).

The County determined, and Ecology concurs, that no additional amendments are warranted at this time based upon the significance of this information and the existing SMP provisions¹⁰.

Summary of Issues Identified by Ecology as Relevant to Its Decision

Ecology respects the County process and recognizes that development of an SMP, and implementation of the SMA is a cooperative program with our local government partners. During the course of the Clallam County effort, Ecology acted in a supportive and review capacity by providing grant funds, attending numerous meetings during development of technical documents and draft policies and regulations, and providing technical assistance throughout, including comments on numerous drafts of the SMP. The County locally adopted their comprehensively updated SMP by Resolution 91-2018 on October 30, 2018, Ecology's final review and approval process included consideration of recent statutory and rule changes (Periodic Review checklist items) as well as requirements for consistency with the state's Marine Spatial Plan (MSP), adopted in 2018.

Ecology is required to review all SMPs to ensure consistency with the SMA and implementing rules including WAC 173-26, State Master Program Approval/Amendment Procedures and Master Program Guidelines.¹¹ WAC 173-26-186(11) specifies that Ecology "shall insure that the state's interest in shorelines is protected, including compliance with the policy and provisions of RCW 90.58.020."

Based on review of the locally adopted SMP for consistency with applicable SMP Guidelines requirements and the SMA, and consideration of supporting materials in the record submitted by the County, the following topics remain relevant to Ecology's final decision on the comprehensive update to the Clallam County SMP:

- Administrative Interpretations – ensure local process includes required consultation with Ecology;
- Clearing, Grading & Filling – ensure regulations are consistent with requirements for the location, design & construction of fill activities;
- Critical Areas – ensure allowed wetland activities are appropriately limited and adequately mitigated to ensure 'no net loss'; ensure internal consistency for terrestrial habitat conservation area terms & provisions;
- Definitions – ensure consistency with terms established by statute & WAC, and internal consistency with terms as used in the SMP;
- List of Jurisdictional Waterbodies – ensure a list is included consistent with WAC requirements.
- Ocean Management – include provisions to adequately manage ocean uses as required by statute and adopted plans;
- Parking – clarify the distinction between parking as a primary use and parking accessory to public access;
- Permit Revisions – ensure limitations are consistent with WAC requirements;
- Preferred & Other Priority Uses – clarify the distinction between preferred water-oriented uses and other priority uses such as residential;

¹⁰ WAC 173-26-090(3)(b)(iii)

¹¹ RCW 90.58.050

- Public Access – ensure multi-family residential use and non-residential dock & pier standards are consistent with public access requirements;
- Shoreline Buffers – ensure buffer reduction allowances are appropriately limited and adequately mitigated to ensure ‘no net loss’;
- Shoreline Environment Designations – clarify the intersect between Aquatic SED and management of ocean uses;

The specific issues, proposed changes, and Ecology’s rationale are detailed with 27 items identified in **Attachment B** and some of the key issues are briefly described below:

CRITICAL AREA REGULATIONS

As required by the Growth Management Act (RCW 36.70A.480(3)(d)), upon Ecology approval of an updated shoreline master program, “critical areas within shorelines of the state are protected under chapter 90.58 RCW and are not subject to the procedural and substantive requirements of this chapter...”¹² This requirement means critical area reviews for activities in shoreline jurisdiction occur within the context of the SMP permitting procedures. The SMP addresses critical areas in Chapter 7. Ecology has identified needed changes to the provisions for Wetlands and for Class I & II Terrestrial Habitat Conservation Areas to ensure the SMP and associated critical area provisions are implemented consistent with the requirements of the Act. These changes remove conflicting language and add clarifying provisions. (**Attachment B**, Items 9 & 10):

- 7.6 Wetland Protection Standards – For consistency with WAC 173-26-221(2)(c)(i)(A) and the most current scientific & technical information, provisions allowing impacts to wetlands based on category must be deleted. Replacement provisions are proposed to identify regulated activities, ensure all wetlands in shoreline jurisdiction are protected and mitigation sequencing requirements are met.
- 7.10 Class I & II Terrestrial Habitat Conservation Areas – For internal consistency with the construct and definitions of the SMP, the inclusion of critical saltwater habitat must be deleted as a type of terrestrial habitat.

OCEAN MANAGEMENT

As required by the SMP Guidelines at WAC 173-26-360, local SMPs for affected coastal communities must include ocean uses policies, regulations, and approval criteria consistent with the Ocean Resources Management Act (‘ORMA’; RCW 43.143). And as separate but related, the Marine Waters Planning & Management law (RCW 43.372) requires SMPs to be consistent with the state’s Marine Spatial Plan (MSP), adopted in 2018. While the County’s locally-adopted SMP included some placeholder provisions regarding ORMA and the MSP at 1.4 SMP Update Vision and 2.3 Aquatic SED Management Policy #3.i, the SMP needs a more robust and complete approach to meeting the ORMA and MSP requirements for consistency with statute and rule. Ecology has identified needed changes to the provisions at SMP 1.4 and 2.3, and provides recently prepared draft ORMA & MSP checklist and guidance materials intended to aid local governments, and extensive example language, including definitions. (**Attachment B**, Items 2, 4, 17-20 and Exhibit 1)

Because ORMA was enacted in 1989 the County must meet those requirements as part of the SMP comprehensive update, however the MSP was adopted almost concurrently with the

¹² See also RCW 90.58.610

County's SMP local approval so those requirements would need to be met, at minimum, as part of the required SMP periodic review. While the County is opting to first complete its comprehensive update prior to conducting a separate, subsequent periodic review, consultation with County staff guides our proposed approach to add both ORMA and MSP provisions now as part of the comprehensive update. The intent is that this approach should leave no further ORMA/MSP changes needed at the periodic review phase.

SHORELINE BUFFERS

The SMP Guidelines require local SMPs to protect and ensure no net loss of shoreline ecological functions (WAC 173-26-186(8)(b) and -201(2)(c)), to provide regulations that are of sufficient scope and detail to implement the SMA and SMP policies (WAC 173-26-191(2)(a)(ii)(A)), and establish a system of shoreline environment designations based on current conditions and other factors (WAC 173-26- 211).

SMP Chapter 6 establishes general shoreline buffer and vegetation conservation policies and regulations based on the type of development (minor or major), size of the lot, and the shoreline environment designation (SED), including minimum standards for retaining or enhancing buffer vegetation. The overall strategy reflects the findings of the Inventory & Characterization, meets the WAC requirements, and allows minor buffer reduction in limited situations based on site-specific criteria. Table 6-1 identifies standard shoreline buffers widths ranging from 50-feet to 175-feet, SMP 6.4 allows a reduced width by buffer averaging not to exceed 25% reduction, and SMP 6.7 allows a reduced width by the common line buffer approach for single family residential view protection.

SMP 6.3 Regulation #6 establishes a reduced 35-foot buffer for residential structures at Lake Sutherland and Table 6-1 notes a reduced 35-foot buffer width for all new use & development at Lake Sutherland regardless of lot size or SED; no additional mitigation requirements are described for this buffer width reduction to offset the impacts of locating development within the standard shoreline buffer. As proposed, these provisions are internally inconsistent as to which structures and locations are eligible, and the allowed buffer reduction without additional mitigation is inconsistent with the no net loss standard. Concerns expressed by WDFW noted the importance of ensuring adequate protection for in-water and riparian habitat that supports anadromous fish species, anticipated to soon have greater access to the lake upon the pending removal/replacement of a barrier culvert at the downstream outflow of the lake.

As part of our review & consideration of this issue, Ecology met with WDFW staff in January 2020 to better understand their concerns and to share information on SMA and WAC requirements. In April 2020 WDFW staff provided some follow-up clarifications & technical details to assist our review. In November 2020 Ecology shared a draft of the proposed revisions with WDFW and followed-up with email and virtual check-ins as we collaborated with the County to refine the draft language.

Ecology has identified needed changes to the provisions at SMP 6.3 and Table 6-1 to ensure consistency with WAC 173-26, to clarify the limitations and criteria for a reduced buffer width at Lake Sutherland, and for internal consistency. (**Attachment B**, Item #8)

ADDITIONAL RECOMMENDED CHANGES

In addition to the required changes noted above, we have also identified a number of recommended changes intended to improve document clarity and aid implementation. A general list of the variety of minor issues addressed includes: minimize duplicative text; correction of typos/clerical errors; clarifications for accuracy & internal consistency; accurate phrasing to reflect the final status of an adopted SMP; use of the SMA phrase for current science and technical information rather than the GMA term for best available science; clarification of language regarding ORMA and the MSP; accurate use of the separate terms for various water-oriented use and development; clarification of activities not required for local review & permits or excepted from SMA authority; accurate description of the three periodic review categories; clarification of SED criteria for improved WAC consistency; added language to provide better context for allowing experimental aquaculture; correction/clarification for the definitions and use of separate but related terms ‘appurtenant’ and ‘accessory’; clarification of permit tracking and compliance monitoring; added language that recognizes/defers to definitions established by statute and rule.

These recommended changes were prepared in collaboration with County staff, and are further described as 39 items identified within **Attachment C**.

CONCLUSIONS OF LAW

After review by Ecology of the complete record submitted and all comments received, Ecology concludes that the County’s comprehensive SMP update proposal, subject to and including Ecology’s required changes (itemized in **Attachment B**), is consistent with the policy and standards of RCW 90.58.020, RCW 90.58.090, RCW 36.70A.480 and the applicable SMP guidelines (WAC 173-26-171 through 251) as well as the definitions in WAC 173-26-020 and WAC 173-27. This includes a conclusion that the proposed SMP, subject to required changes, contains sufficient policies and regulations to assure that no net loss of shoreline ecological functions will result from implementation of the new updated master program, per the standards of WAC 173-26-201(2)(c).

Ecology also concludes that a separate set of recommended changes to the submittal (identified during the review process and itemized in **Attachment C**) would be consistent with SMA policy and the guidelines and would be beneficial to SMP implementation. These changes are not required but can, if accepted by the County, be included in Ecology’s approved SMP amendment.

As stipulated in RCW 90.58.610, RCW 36.70A.480 governs the relationship between shoreline master programs and development regulations to protect critical areas that are adopted under chapter 36.70A RCW. Consistent with RCW 36.70A.480(4), Ecology concludes that, subject to and including Ecology’s required changes, the SMP provides a level of protection to critical areas located within shorelines of the state that assures no net loss of shoreline ecological functions necessary to sustain shoreline natural resources.

Ecology concludes that the County has chosen to exercise its option pursuant to RCW 90.58.030(2)(d)(i) or (ii) to increase shoreline jurisdiction to include both i) the full extent of the 100-year floodplain; and ii) buffers for critical areas located within shorelines of the state. Therefore, as required by RCW 36.70A.480(6), for those designated critical areas with buffers that extend beyond minimum SMA jurisdiction the buffer shall be regulated by the SMP.

Ecology concludes those SMP segments relating to shorelines of statewide significance provide for the optimum implementation of Shoreline Management Act policy - RCW 90.58.090(5).

Ecology concludes that the County complied with the requirements of RCW 90.58.100 regarding the SMP amendment process and contents.

Ecology concludes that the County has complied with the requirements of RCW 90.58.130 and WAC 173-26-090 regarding public and agency involvement in the SMP update process.

Ecology concludes that the County has complied with the purpose and intent of the local update process requirements contained in WAC 173-26-100, including conducting open houses and public hearings, notice, consultation with parties of interest and solicitation of comments from tribes, government agencies and Ecology.

Ecology concludes that the County has complied with requirements of Chapter 43.21C RCW, the State Environmental Policy Act.

Ecology concludes that the County's comprehensive SMP update submittal to Ecology was complete pursuant to the requirements of WAC 173-26-110 and WAC 173-26-201(3)(a) and (h) requiring an SMP Submittal Checklist.

Ecology concludes that it has complied with the procedural requirements for state review and approval of shoreline master program amendments as set forth in RCW 90.58.090 and WAC 173-26-120.

Ecology concludes the County's final legislative action will serve to complete the comprehensive SMP update required by RCW 90.58.080(2).

DECISION AND EFFECTIVE DATE

Based on the preceding, Ecology has determined the proposed amendments comprehensively updating the SMP are consistent with the policy of the Shoreline Management Act, the applicable Guidelines and implementing rules, once the required changes set forth in **Attachment B** are accepted by the County. The County may choose to adopt the recommended changes in **Attachment C**. Pursuant to RCW 90.58.090(2)(e), the County must notify Ecology of the approval or denial of the recommended changes. Ecology approval of the proposed amendment with required changes is effective 14 days from Ecology's final action approving the amendment.

As provided in RCW 90.58.090(2)(e)(ii) the County may choose to submit an alternative to all or part of the changes required by Ecology. If Ecology determines that the alternative proposal is consistent with the purpose and intent of Ecology's original changes and with RCW 90.58, then the department shall approve the alternative proposal and that action shall be the final action.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION No.91-2018)

The following changes are required to ensure compliance with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III) and to clarify provisions for implementation:

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
1.	1.5 SMP Goals	5. To accommodate and give priority preference to water-dependent uses such as aquaculture and preferred priority uses such as single-family residential uses when they are consistent with the goal of preserving shoreline ecological functions and processes, in accordance with the policy enunciated in RCW 90.58.020 and WAC 173-26-201(2)(d).	Consistent with WAC 173-26-241(3.j), single family residential use may be considered a <i>priority</i> when pollution and damage are avoided. This priority is separate, and different from, the required order of use <i>preference</i> established by WAC 173-26-201(2.d) where single family residential use is recognized well after ecological functions, water-oriented and mixed use activities. As written, the goal statement is incorrect in referring to single-family residential use as preferred, and inconsistent with rule requirements. Ecology requires text revisions for accuracy and clarity.
2.	2.3 Aquatic Designation	3. Management Policies i. New uses and development in marine waters <u>of the Pacific Ocean</u> should be evaluated for consistency with Chapter 43.372 RCW, Marine Waters Planning and Management, <u>the Marine Spatial Plan for Washington's Pacific Coast (2018 or as revised)</u> , and Chapter 43.143 RCW, Ocean Resources Management Act.	As written, the SMP does not address the requirements of WAC 173-26-360 for implementation of the Ocean Resources Management Act (ORMA; RCW 43.143). The applicability of this provision needs to be clarified to include both shoreline development and activities considered as "new use & development" by the MSP to ensure proper implementation. Ecology requires text revisions for consistency with ORMA and the 2018 MSP, and for internal consistency and improved clarity. See also related edits to SMP 3.13 and Chapter 11 Definitions below; and Attachment C Recommended Changes to SMP 1.4.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE																																																
3.	3.6.2 Parking - Regulations	2. Parking as a primary use shall be prohibited in all shoreline designations, except that within the Marine Waterfront designation of the Clallam Bay Sekiu Urban Growth Area new parking facilities as a primary use that support shoreline public access may be permitted thru a shoreline conditional use permit due to existing significant limitations and environmental constraints on public parking areas in this waterfront community. 4. Parking facilities to accommodate public disabled parking shall be a conditional use in shorelines designated <u>Resource Conservancy and</u> Natural.	2. Consistent with WAC 173-26-241(3.k), parking that supports shoreline public access is accessory parking, not a primary use. Accessory parking is allowed in the Marine Waterfront SED per Table 2-2. 4. Internal inconsistencies between Table 2-2 and this provision regarding disabled parking in Resource Conservancy. <table><tr><td colspan="8">P = Permitted, if it complies with the standards in Chapter 3 and Chapter 4 (via a Shoreline Substantial Development Permit or a Statement of Exemption if it is exempt per WAC 173-27-040. X = Prohibited, C = Conditional Use. See permit criteria in Chapter 10.</td></tr><tr><th>Use/Development/Modification</th><th>Aquatic - Straits¹</th><th>Aquatic - Pacific Ocean¹</th><th>Marine Waterfront</th><th>Shoreline Residential - Intensive</th><th>Shoreline Residential - Conservancy</th><th>Resource Conservancy</th><th>Natural</th></tr><tr><td>Parking: (see Section 3.6)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>As a primary use</td><td>X</td><td>X</td><td>X/C¹¹</td><td>X</td><td>X</td><td>X</td><td>X</td></tr><tr><td>Accessory to a permitted use</td><td>X</td><td>X</td><td>P</td><td>P</td><td>C</td><td>C</td><td>X</td></tr><tr><td>Public disabled parking</td><td>X</td><td>X</td><td>P</td><td>P</td><td>P</td><td>C</td><td>C</td></tr></table>	P = Permitted, if it complies with the standards in Chapter 3 and Chapter 4 (via a Shoreline Substantial Development Permit or a Statement of Exemption if it is exempt per WAC 173-27-040. X = Prohibited, C = Conditional Use. See permit criteria in Chapter 10.								Use/Development/Modification	Aquatic - Straits ¹	Aquatic - Pacific Ocean ¹	Marine Waterfront	Shoreline Residential - Intensive	Shoreline Residential - Conservancy	Resource Conservancy	Natural	Parking: (see Section 3.6)								As a primary use	X	X	X/C ¹¹	X	X	X	X	Accessory to a permitted use	X	X	P	P	C	C	X	Public disabled parking	X	X	P	P	P	C	C
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Accessory to a permitted use	X	X	P	P	C	C	X																																												
Public disabled parking	X	X	P	P	P	C	C																																												
4.	<u>3.13 Ocean Management</u>	<u>3.13 Ocean Management ...</u> [The proposed language is lengthy and therefore presented separately in Exhibit 1 to this Attachment]	As proposed, the SMP includes a vision statement and management policies that mention the 2018 Marine Spatial Plan (MSP) but is lacking specific provisions to implement both the Ocean Resources Management Act (ORMA; RCW 43.143) and the MSP. Ecology requires revision for consistency with WAC 173-26-360 and ORMA; the SMP needs additional provisions to address ocean use definitions, permit criteria, and policies & regulations for general and specific ocean uses. In consultation with County staff, Ecology revisions are suggested here as a new Section 3.13, to include the proposed language of the attached Exhibit 1 that is based on our pending new guidance about approaches to incorporating both ORMA and MSP requirements into local SMPs.																																																

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
			See also related items for SMP 2.3 above and for Chapter 11 Definitions below; and see related item in Attachment C Recommended Changes for SMP 1.4.
5.	4.2.4 Regulations – Piers, Docks, Floats, Non-residential	1. Docks, piers, and floats associated with commercial, industrial, port, or public or private recreational developments may be permitted in all environment designations through a substantial development permit or conditional use permit as indicated in Section 2.9, Table 2-2 when they are consistent with this Program and when the proponent demonstrates that: a. The dock/pier/float is required to accommodate a water-dependent use <u>or public access</u>; and b. The dock/pier/float and designed to avoid or, if that is not possible, to minimize the impacts to nearshore habitats and processes.	WAC 173-26-231(3.b) Piers and docks. New piers and docks shall be allowed only for water-dependent uses or public access.
6.	5.2.2 Clearing, Grading, Filling –	Regulations 2. When allowed, clearing, and/or <u>grading, and filling</u> shall be located, designed, and carried out <u>constructed</u> in a manner that: a. Minimizes land disturbance to the minimum necessary for the intended development; and b. Utilizes mulch, vegetation, or other best management practices to minimize erosion from exposed soils during construction; and c. Includes plans to revegetate or otherwise stabilize areas of exposed soil following construction; and d. Blends in physically and visually with natural topography, so as not to interfere with appropriate use, impede public access, or degrade the aesthetic qualities of the shoreline; and e. Does not impede net shore-drift toward sensitive marine environments such as spits, estuaries, and river deltas; and f. Does not require shoreline armoring or stabilization to protect materials placed unless it is part of an approved shoreline restoration project and shoreline armoring or stabilization measures are needed to keep the material in place ; <u>and</u>	WAC 173-26-231(3.c) Fill. Fills shall be located, designed, and constructed to protect shoreline ecological functions and ecosystem-wide processes, including channel migration.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<u>g. Protects shoreline ecological functions and ecosystem-wide processes, including channel migration.</u>	
7.	5.3.2 Public Access – Regulations	2. <u>Multi-family residential use and s</u> ubdivisions of more than four (4) lots shall include physical and/or visual public access to public waters unless: ...	WAC 173-26-241(3.j.A): New multiunit residential development, including the subdivision of land for more than four parcels, should provide community and/or public access in conformance to the local government's public access planning and this chapter
8.	6.3 General Shoreline Buffer & Vegetation Requirements	6. Lake Sutherland Standard Buffer: The shoreline buffer on Lake Sutherland shall be 35 feet measured in all directions from the ordinary high water mark. Residences and other structures shall be located at least thirty five (35) feet landward from the ordinary high water mark unless this Program specifically allows a lesser distance. In the Shoreline Residential - Intensive designation, single-family residential use and development that qualifies as minor new development under Section 6.3.2(a) above, shall be located at least 35 feet landward of the Ordinary High Water Mark. The minimum 35-foot buffer is not eligible for further buffer reduction under Sections 6.4, 6.7, or 7.8. In addition to meeting the minimum 35-foot buffer, all minor new development shall avoid and minimize shoreline impacts consistent with the mitigation sequencing requirements of this Program. Furthermore, the landowner shall mitigate the impacts by selecting and implementing one of the following options (a or b below) to maximize the ecological functions of the buffer zone: a. <u>Plant woody cover to create a multi-tiered woody riparian area that meets all of the following criteria:</u> i. <u>Trees must be planted at 10-foot spacing (on center) and shrubs must be planted at 6-foot spacing (on center) to create an average density of at least one hundred fifty (150) woody stems per acre or eighty-five percent (85%) areal vegetative cover, whichever is greater; and</u> ii. <u>The planting plan shall be designed to optimize overhanging vegetation and woody debris recruitment; and</u> iii. <u>Trees and shrubs must be retained and maintained in perpetuity; and</u>	Ecology followed-up with our sister-agency to better understand WDFW's comments. WDFW provided additional clarification & technical details regarding the 35-foot buffer at Lake Sutherland. Compared to the Table 6-1 standard shoreline buffers widths that range from 50-feet to 150-feet based on SED and development type/lot size: - Regulation #6 establishes a significantly reduced 35-foot buffer for residential structures at Lake Sutherland, and - Table 6-1 footnote #2 allows a reduced 35-foot buffer width for all new use & development at Lake Sutherland regardless of lot size or SED; - No additional mitigation requirements are described for this buffer width reduction to offset the impacts of locating development within the standard shoreline buffer. As proposed, these provisions are internally inconsistent as to which structures and locations are eligible, and the allowed buffer reduction without additional mitigation is inconsistent with the no net loss standard. Also, concerns expressed by WDFW noted the importance of ensuring adequate protection for in-water and riparian habitat that supports anadromous fish species, anticipated to soon have greater access to the lake upon the pending removal and/or improvement of a barrier culvert at the downstream outflow of the lake.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		iv. <u>Landowner must monitor and document plant establishment annually for at least 5 years and submit a written report of the buffer condition to the County Department of Community Development in October of each year; and</u> v. <u>Landowner must post a bond to cover all or a portion of the cost of the plant maintenance and annual monitoring; and</u> vi. <u>The County may require replanting or supplemental planting if the annual monitoring indicates that the plant density and cover standards are not being met.</u> b. <u>Implement a site-specific habitat management plan (HMP) for the property. The HMP need not necessarily involve planting to achieve the same plant cover and density standards required in option 6.3.6.a above, but shall otherwise maximum fish and wildlife habitat value and meet all of the following criteria:</u> i. <u>Describe the nature and intensity of the proposed development and the effect of the proposed development, activity or use on the wildlife species and habitats that occupy the lake and adjacent shoreline; and</u> ii. <u>Include a map prepared at a readable scale showing: the location of the proposed development site; the relationship of the site to surrounding topographic, water features, and existing and/or proposed building locations and arrangements; and a legend which includes a complete legal description, acreage of the parcel, scale, north arrows, and date; and</u> iii. <u>Identify the specific measures that will be implemented and maintained on the property to avoid, minimize and compensate for any adverse impacts to fish and wildlife habitats created by the proposed development (for example, this could include removing/reducing overwater structures or shoreline stabilization); and</u> iv. <u>Be prepared by a qualified professional who has been educated in fish or wildlife biology or a closely related field, and has professional experience as a biologist; and</u>	Parcels with existing residential development that propose structure expansion/enlargement would be subject to Chapter 5.1 non-conforming standards. In consultation with County staff, Ecology requires revision to both the text of 6.3.6 and to Table 6-1 to clarify the limited application of this buffer reduction allowance, to ensure impacts are adequately mitigated, and to improve internal consistency while still allowing the applicant to determine which approach is used. See also changes to SMP 5.1 Existing (Grandfathered) Use & Developments, 6.3 Regulations – General Shoreline Buffer & Vegetation Requirements, Table 6-1 and Map 15. See also Periodic Checklist #2017.g Nonconforming Uses & Development.

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ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE																											
		v. <u>Use the best available science in all facets of the analyses. The WDFW Priority Habitat and Species Management Recommendations, dated May 1991, and/or bald eagle protection rules outlined in WAC 232-12-292, as now or hereafter amended, and/or similar reference documents may serve as guidance for the plan; and</u> vi. <u>The plan must include performance standards and a program for annual monitoring for at least 5 years; and</u> vii. <u>The landowner must post a bond to cover all or a portion of the cost of the monitoring.</u> c. <u>If the landowner chooses to locate their minor new development at least 50 feet from the OHWM on a parcel that is less than 200 feet deep or at least 75 feet from the OHWM on a parcel that is more than 200 feet deep, no planting or HMP is required.</u> d. <u>All Major New Development on the Lake Sutherland shoreline shall meet the buffer requirements outlined in Table 6-1.</u> Table 6-1. Shoreline Buffer Widths (in feet) by Environment Designation^{1,2} (See examples in Figures 6-2 through 6-6) <table> <tr> <th rowspan="2">Shoreline Environment Designation</th><th colspan="3">Standard Shoreline Buffer Width (feet) based Upon Type of Development and Lot Dimension (Measured from the ordinary high water mark--OHWM)</th></tr> <tr> <th>Minor New Development on existing lots with < 200 ft. of depth from OHWM to rear lot line</th><th>Minor New Development on existing lots with ≥ 200 ft. of depth from OHWM to rear lot line</th><th>Major New Development, including all Land Divisions</th></tr> <tr> <td>Marine Waterfront</td><td>50 feet</td><td>75 feet</td><td>100 feet</td></tr> <tr> <td>Shoreline Residential - Intensive</td><td>50 feet²</td><td>75 feet²</td><td>100 feet</td></tr> <tr> <td>Shoreline Residential - Conservancy</td><td>100 feet</td><td>125 feet</td><td>150 feet</td></tr> <tr> <td>Resource Conservancy</td><td>150 feet</td><td>150 feet</td><td>150 feet</td></tr> <tr> <td>Natural</td><td>175 feet</td><td>175 feet</td><td>175 feet</td></tr> </table>	Shoreline Environment Designation	Standard Shoreline Buffer Width (feet) based Upon Type of Development and Lot Dimension (Measured from the ordinary high water mark--OHWM)			Minor New Development on existing lots with < 200 ft. of depth from OHWM to rear lot line	Minor New Development on existing lots with ≥ 200 ft. of depth from OHWM to rear lot line	Major New Development, including all Land Divisions	Marine Waterfront	50 feet	75 feet	100 feet	Shoreline Residential - Intensive	50 feet ²	75 feet ²	100 feet	Shoreline Residential - Conservancy	100 feet	125 feet	150 feet	Resource Conservancy	150 feet	150 feet	150 feet	Natural	175 feet	175 feet	175 feet	
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Natural	175 feet	175 feet	175 feet																											

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ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		¹In the event that buffers for any shorelines and/or critical areas area contiguous or overlapping, the landward-most edge of all such buffers shall apply. ²Lake Sutherland—New <u>single-family residential</u> developments and uses <u>in the Shoreline Residential – Intensive designation</u> shall be at least 35 feet landward of the OHWM <u>based on the criteria and standards of Section 6.3.6, regardless of lot size or Shoreline Designation.</u>	
9.	7.6 Regulations - Wetland Protection Standards	1. New shoreline uses and developments shall be located, designed, constructed, and maintained to avoid wetland areas and their buffers. Impacts to wetlands and their buffers shall be prohibited except when all of the following applicable requirements are met: a. Category I Wetlands. Activities and uses shall be prohibited from Category I wetlands, except where existing public facilities must be expanded or extended into the wetland, or a utility must be located or expanded in a wetland because there is no other site that can serve the utility's function, or a reasonable use exception or variance allows the impact. b. Category II and III Wetlands. For Category II and III wetlands, where wetland fill is proposed, activities and uses shall be prohibited unless the applicant can demonstrate that: i. The basic project purpose cannot be reasonably be accomplished on another site or sites in the general region while still successfully avoiding or resulting in less adverse impact on a wetland; and ii. All on-site alternative designs that would avoid or result in less adverse impact on a wetland or its buffer, such as a reduction in the size, scope, configuration or density of the project, are not feasible. c. Category IV Wetlands. Activities and uses that result in unavoidable impacts may be permitted in Category IV wetlands and associated buffers in accordance with an approved critical area(s) report and compensatory mitigation plan, and only if the proposed activity is the only reasonable alternative that will accomplish the applicant's objectives. Full compensation for the loss of acreage and functions of wetland and buffers shall be provided under the terms established in these regulations.	As presented, Regulation #1.a – g allows impacts based on wetland category and are not consistent with WAC 173-26-221 Use of scientific and technical information, WAC 173-26-201(2)(c) Protection of ecological functions of the shorelines, and WAC 173-26-221(2.c.i.C) Alterations to wetlands. Wetlands within shoreline jurisdiction contribute to the shoreline ecological function and, as such, all wetlands (regardless of size or category) must be protected within the shoreline. Mitigation sequencing shall be applicable to all wetland impacts. The scientific literature does not support exempting wetlands that are below a certain size. All SMP provisions must use the most current, accurate, and complete scientific and technical information available, as relevant or applicable to the issues of concern. The most recent Ecology Wetland Guidance for CAO Updates – Western Washington Version, June 2016 (Publication No. 16-06-001) does not support the proposed provision. Even in situations where uses or development that impact ecological functions are necessary to achieve other objectives of RCW 90.58.020, master program provisions shall, to the greatest extent feasible, protect existing ecological functions and avoid new impacts to habitat and ecological functions before implementing other measures designed to achieve no net loss of ecological functions. Ecology requires revision to delete the proposed Regulation #1.a – g and replace with inserted text consistent with WAC 173-26-221(2.c.i.A).

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		d. The use or development is specifically allowed by this Program. e. All reasonable measures have been taken to avoid adverse impacts on wetland functions and values as demonstrated through a mitigation plan. f. Compensatory mitigation for acreage and function is provided, in accordance with Section 8.3 through 8.4 of this Program, for all adverse impacts that cannot be avoided. g. The amount and degree of alteration are limited to the minimum needed to accomplish the project purpose. <u>The following shoreline use and development activities in regulated wetlands or buffers shall achieve, at a minimum, no net loss of wetland area and functions, including lost time when the wetland does not perform the function:</u> a. <u>The removal, excavation, grading, or dredging of soil, sand, gravel, minerals, organic matter, or material of any kind;</u> b. <u>The dumping, discharging, or filling with any material, including discharges of stormwater and domestic, commercial, or industrial wastewater;</u> c. <u>The draining, flooding, or disturbing of the water level, duration of inundation, or water table;</u> d. <u>The driving of pilings;</u> e. <u>The placing of obstructions;</u> f. <u>The construction, reconstruction, demolition, or expansion of any structure;</u> g. <u>Significant vegetation removal, provided that these activities are not part of a forest practice governed under chapter 76.09 RCW and its rules;</u> h. <u>Other uses or development that results in an ecological impact to the physical, chemical, or biological characteristics of wetlands; or</u> i. <u>Activities reducing the functions of buffers.</u>	
10.	7.10 Regulations – Class I and II Terrestrial Habitat Conservation Areas	1. Designation: Class I Terrestrial Habitat Conservation Areas shall include the following: a. Critical and priority habitats for species classified as Endangered, Threatened, Sensitive or Candidate under state or federal law which, if altered, may reduce the likelihood that the species will maintain and reproduce over the	As written, #1.b creates internal conflict with definitions/provisions for both Aquatic and Terrestrial HCAs and Critical Saltwater Habitat; Critical saltwater habitat is one of the designation criteria for Aquatic HCAs at 7.7(1.c). Ecology requires revision to correct this error.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		long term. These species/habitats are documented in maps or databases available to Clallam County and its citizens. b. Critical saltwater habitats.	
11.	10.1 Administrative Authority and Responsibility	1. The Director of the Clallam County Department of Community Development or his/her designee (the Administrator) is vested with authority to administer this Shoreline Master Program and to: d. Make administrative decisions and interpretations of the policies and regulations of this Program and the Shoreline Management Act, <u>including formal written interpretations in consultation with Ecology per WAC 173-26-140:</u>	WAC 173-26-140: <i>As required by RCW 36.70B.110(11), each local government planning under chapter 36.70A RCW shall adopt procedures for administrative interpretation of its development regulations, which include shoreline master programs. When developing and adopting procedures for administrative interpretation of its shoreline master program, local government shall include provisions requiring consultation with the department to insure that any formal written interpretations are consistent with the purpose and intent of chapter 90.58 RCW and the applicable guidelines.</i>
12.	10.2.9 Permit Revisions	3. "Within the scope and intent of the original permit" means all of the following: a. No additional overwater construction is involved except that a pier, dock or floating structure may be increased by <u>five hundred (500) square feet or ten percent (10%) over that approved under the original permit, whichever is less;</u> ...	This rule requirement applies regardless of inclusion in the SMP but if this provision is in the SMP it must be consistent. WAC 173-27-100(2): <i>"Within the scope and intent of the original permit" means all of the following:</i> <i>(a) No additional over water construction is involved except that pier, dock, or float construction may be increased by five hundred square feet or ten percent from the provisions of the original permit, whichever is less; ...</i>
13.	11.A	4. Accessory use or structure means any legally established use or structure which is necessary for the full use and enjoyment of the primary use of the property, that is typically associated with the primary use, and is subordinate to or incidental to the primary use of a parcel and which includes the utilities necessary to serve the accessory use. <u>Appurtenant structures are structures that are necessarily connected to the use and enjoyment of a single-family residence and are located landward of the ordinary high water mark and the perimeter of a wetland. Normal appurtenances include a garage; deck; driveway; utilities; fences; installation of a septic tank and drainfield, and grading (per WAC 173-27-040(2.g), but do not include bulkheads</u>	Revision required to delete conflicting statement for consistency with WAC 173-27-040 and internal consistency with other related terms; an accessory cannot be both 'necessary for' and 'incidental to' the primary use. As written this confounds the term accessory with appurtenance. Appurtenance is not defined but used in the SMP at 4.6.5(2.c) New/Expanded Stabilization that addresses 'single-family residence and appurtenant structures pursuant to RCW 90.58.100 (6)' Revision required for consistency with RCW 90.58.620(2) and WAC 173-27-040(2.g), and for internal consistency.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<u>and other shoreline modifications or overwater structures (per RCW 90.58.620 (2)).</u>	
14.	11.F	121. Fill means <u>the addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the OHWM, in wetlands, or on shorelands in a manner that raises the elevation or creates dry land. the addition of solid or semi-solid material such as soil, sand, rock, gravel, sediment, wood chips, mining overburden, earth retaining structure, or other material used to create any structure or infrastructure or that when placed changes the elevation or grade of a receiving site.</u>	As written, the definition is not consistent with WAC 173-26-020(16). Ecology requires revision for compliance.
15.	11.G	144. Grading means <u>the movement or redistribution of the soil, sand, rock, gravel, sediment, or other material on a site in a manner that alters the natural contour of the land, including stripping, cutting, filling, or stockpiling earth to create new grade.</u>	WAC 173-26-020(22): "Grading" means the movement or redistribution of the soil, sand, rock, gravel, sediment, or other material on a site in a manner that alters the natural contour of the land.
16.	11.H	158. Height <u>is measured from average grade level to the highest point of a structure: Provided, That television antennas, chimneys, and similar appurtenances shall not be used in calculating height, except where such appurtenances obstruct the view of the shoreline of a substantial number of residences on areas adjoining such shorelines, or the applicable master program specifically requires that such appurtenances be included: Provided further, that temporary construction equipment is excluded in this calculation.</u> <u>building means the vertical distance from grade plane to the average height of the highest roof surface (cf. International Building Code).</u>	WAC 173-27-030(9): "Height" is measured from average grade level to the highest point of a structure: Provided, That television antennas, chimneys, and similar appurtenances shall not be used in calculating height, except where such appurtenances obstruct the view of the shoreline of a substantial number of residences on areas adjoining such shorelines, or the applicable master program specifically requires that such appurtenances be included: Provided further, that temporary construction equipment is excluded in this calculation.
17.	11.I	<u>Important, Sensitive and Unique Areas (ISUs) are specific areas in state waters that meet one or more of the following criteria:</u> <u>a. Areas that are environmentally sensitive or contain unique or sensitive species or biological communities that must be conserved and warrant protective measures [RCW 43.372.040(6)(c)].</u> <u>b. Areas with known sensitivity and where the best available science indicates the potential for offshore development to cause irreparable harm to the habitats, species, or cultural resources.</u>	As related to Item #4 above about ORMA – MSP provisions, Ecology requires revision for consistency with WAC 173-26-360. See also Exhibit 1.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION No. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<u>c. Areas with features that have limited, fixed and known occurrence.</u> <u>d. Areas with inherent risk or infrastructure (e.g. buoys or cables) that are incompatible with new ocean uses.</u>	
18.	11.M	<u>Marine Spatial Plan for Washington's Pacific Coast (MSP) is a planning document designed to address new ocean use development off Washington's Pacific coast that had not been previously permitted or approved prior to the adoption of the plan in June 2018. The MSP uses a series of data, maps, and analyses in combination with a management framework to evaluate potential the impacts from new ocean use projects on existing uses resources, based on the principles and criteria outlined in the Ocean Resources Management Act (ORMA) [RCW 43.143.030(2)] and the Ocean Management Guidelines [WAC 173-26-360]. It applies a coordinated decision-making process between various governments, tribes, and stakeholders, and includes additional siting recommendations and fisheries protection standards. These principles have been incorporated into this SMP. See Ecology Publication No. 17-06-027, Revised June 2018 (https://fortress.wa.gov/ecy/publications/documents/1706027.pdf; and https://msp.wa.gov/).</u>	As related to Item #4 above about ORMA – MSP provisions, Ecology requires revision for consistency with WAC 173-26-360. See also Exhibit 1.
19.	11.N	<u>New Ocean Uses are uses and developments that have not occurred or were not permitted within Washington's Coastal waters prior to the completion of the Marine Spatial Plan for Washington's Pacific Coast, as revised June 2018. New uses, as defined by the MSP, are in-water uses, with potential adverse impacts to renewable resources or existing uses that have not been previously reviewed or authorized/permitted within the MSP study area. The MSP anticipates new ocean use proposals for activities such as renewable energy, dredged material disposal, mining, marine product harvesting, and offshore aquaculture operations. See also "Ocean Uses".</u>	As related to Item #4 above about ORMA – MSP provisions, Ecology requires revision for consistency with WAC 173-26-360. See also Exhibit 1.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION No. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
20.	11.O	<u>Ocean Disposal Uses involve the deliberate deposition or release of material at sea, such as solid wastes, industrial waste, radioactive waste, incineration, incinerator residue, dredged materials, vessels, aircraft, ordnance, platforms, or other man-made structures.</u> <u>Ocean Energy Production Uses involve the production of energy in a usable form directly in or on the ocean rather than extracting a raw material that is transported elsewhere to produce energy in a readily usable form. Examples of these ocean uses are facilities that use wind, wave action or differences in water temperature to generate electricity.</u> <u>Ocean Mining includes such uses as the mining of metal, mineral, sand, and gravel resources from the sea floor.</u> <u>Ocean Oil and Gas Uses and Activities involve the extraction of oil and gas resources from beneath the ocean.</u> <u>Ocean Salvage Uses share characteristics of other ocean uses and involve relatively small sites occurring intermittently. Historic shipwreck salvage which combines aspects of recreation, exploration, research, and mining is an example of such a use.</u> <u>Ocean Transportation includes such uses as: shipping, transferring between vessels, and offshore storage of oil and gas; transport of other goods and commodities; and offshore ports and airports.</u> <u>Ocean Uses are activities or developments involving renewable and/or nonrenewable resources that occur on Washington's coastal waters and includes their associated off shore, near shore, inland marine, shoreland, and upland facilities and the supply, service, and distribution activities, such as crew ships, circulating to and between the activities and developments. Ocean uses involving</u>	As related to Item #4 above about ORMA – MSP provisions, Ecology requires revision for consistency with WAC 173-26-360. See also Exhibit 1.

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

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		<u>nonrenewable resources include such activities as extraction of oil, gas and minerals, energy production, disposal of waste products, and salvage. Ocean uses which generally involve sustainable use of renewable resources include commercial, recreational, and tribal fishing, aquaculture, recreation, shellfish harvesting, and pleasure craft activity. See also "New Ocean Uses".</u>	
21.	11.P	230. Parties of record means <u>all persons, agencies or organizations who have submitted written comments in response to a notice of application; made oral comments in a formal public hearing conducted on the application; or notified local government of their desire to receive a copy of the final decision on a permit and who have provided an address for delivery of such notice by mail.</u> the land use permit applicant; persons who have testified at the open record hearing; and any persons who have submitted written comments concerning the application that form part of the public record (excluding persons who only signed petitions or mechanically produced form letters).	As written, this definition is not consistent with WAC 173-27-030(12) : <i>"Party of record" includes all persons, agencies or organizations who have submitted written comments in response to a notice of application; made oral comments in a formal public hearing conducted on the application; or notified local government of their desire to receive a copy of the final decision on a permit and who have provided an address for delivery of such notice by mail;</i>
22.	11.R	266. Recreational development means development that includes <u>commercial and public facilities designed and used to provide recreational opportunities to the public.</u> but are not limited to: piers, docks, boat launches, campgrounds, interpretive structures, trails, etc. that support a recreational use. 267. Recreational use means an experience or activity <u>that facilitates public access to shorelines of the state, including but not limited to parks, marinas, piers, and other improvements. in which an individual engages for personal enjoyment and satisfaction.</u> Examples of shore-based recreation include: fishing, hunting, clamming, beach combing, and rock climbing; various forms of boating, swimming, hiking, bicycling, horseback riding, camping, picnicking, watching or recording activities such as photography, painting, bird watching or viewing of water or shorelines, nature study and related activities.	As written, these definitions are not consistent with WAC 173-26-241(3.i) : <i>Recreational development includes commercial and public facilities designed and used to provide recreational opportunities to the public. Master programs should assure that shoreline recreational development is given priority and is primarily related to access to, enjoyment and use of the water and shorelines of the state.</i> Ecology requires revision for consistency with WAC and RCW 90.58.020(7).
23.	11.R	270. Residential development means development of land with dwelling units for non-transient occupancy. For the purposes of this Program, accessory dwelling units, garages, and other similar structures accessory to a dwelling unit shall also	SMP does not contain a definition for 'dwelling unit' and as written, this definition is not consistent with WAC 173-26-241(3.j) :

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		be considered residential development (See also Dwelling unit and Accessory dwelling unit). <u>Residential development also includes multifamily development and the creation of new residential lots through land division.</u>	Residential development - Single-family residences ... Residential development also includes multifamily development and the creation of new residential lots through land division. Ecology requires revision for internal consistency and consistency with WAC.
24.	11.S	307. Shorelines of statewide significance with respect to Clallam County are identified as follows: a. The lakes, whether natural, artificial, or a combination thereof, with a surface acreage of one thousand (1,000) acres or more measured at the ordinary high water mark, including associated wetlands. b. Those areas of Puget Sound and the Strait of Juan de Fuca between the ordinary high water mark and the line of extreme low tide. c. <u>b.</u> The area between the ordinary high water mark and the western boundary of the state including harbors, bays, estuaries, and inlets. d. <u>c.</u> Those areas of Puget Sound and the Strait of Juan de Fuca and adjacent salt waters north to the Canadian line and lying seaward from the line of extreme low tide. e. <u>d.</u> Those natural rivers or segments thereof downstream from a point where the mean annual flow is measured at one thousand (1,000) cubic feet per second or more. f. <u>e.</u> Those shorelands associated with the areas described in subsection a, b, d and e of this definition.	b – This does not apply because none of the Puget Sound or Strait of Juan de Fuca SSWS areas that are specified by statute are located in Clallam County. RCW 90.58.030(2)(f)(ii) <i>Those areas of Puget Sound and adjacent salt waters and the Strait of Juan de Fuca between the ordinary high water mark and the line of extreme low tide as follows:</i> (A) Nisqually Delta (B) Birch Bay (C) Hood Canal (D) Skagit Bay and adjacent area (E) Padilla Bay Ecology requires revisions to correct these errors for consistency with RCW 90.58.030(2.f)
25.	11.S	313. Single-family residence means a <u>detached</u> dwelling unit designed for and occupied by no more than one family, including accessory uses (see definition). Accessory uses include development that is necessarily connected to the use and enjoyment of a single-family residence and located landward of the ordinary high water mark and the perimeter of a wetland and include a garage; deck; driveway; utilities; fences; septic tanks and drainfields; and grading which does not exceed two hundred fifty cubic yards which does not involve placement of fill in any wetland or waterward of the ordinary high water mark, including those structures and developments within a contiguous ownership which are a normal	As written, this definition is not consistent with WAC 173-27-040(2.g) : "Single-family residence" means a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are a normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high water mark and the perimeter of a wetland. On a statewide basis, normal appurtenances include a garage; deck; driveway; utilities; fences; installation of a septic tank and drainfield and grading which does not

ATTACHMENT B: DEPARTMENT OF ECOLOGY REQUIRED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<u>appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high water mark and the perimeter of a wetland. On a statewide basis, normal appurtenances include a garage; deck; driveway; utilities; fences; installation of a septic tank and drainfield; and grading which does not exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high water mark.</u>	<i>exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high water mark.</i> Ecology requires revision for consistency with WAC 173-27-040 and internal consistency with other related terms used/defined in the SMP.
26.	11.W	351. Water-dependent use means a use or portion of a use that requires direct contact with the water and cannot exist at a non-water location due to the intrinsic nature of its operations. Ferry terminals, public fishing piers, aquaculture, and marinas are examples of water dependent uses. Residential development is not a water-dependent use but is a preferred <u>priority</u> use of shorelines of the state (RCW 90.58.020).	Consistent with WAC 173-26-241(3.j), single family residential use may be considered a <i>priority</i> when pollution and damage are avoided. This priority is separate, and different from, the required order of use <i>preference</i> established by WAC 173-26-201(2.d) where single family residential use is recognized well after ecological functions, water-oriented and mixed use activities. As written, the goal statement is incorrect in referring to single-family residential use as preferred, and inconsistent with rule requirements. Ecology requires text revisions for accuracy and clarity.
27.	Missing	<u>Exhibit B - List of SMP Waterbodies</u>	WAC 173-18-044 and 173-20-044 require the SMP to include a list of stream and lake shorelines of the state under local jurisdiction. The list established by a comprehensively updated SMP replaces the older WAC lists that Ecology no longer maintains. While the SMP Exhibit A mapping is extensive and appears to be complete, no list of waterbodies is provided. The list must include all freshwater waterbodies covered by the SMP, and may also include marine shorelines. Ecology requires revision for consistency with the WAC requirements and proposes to add this list as a new SMP Exhibit B after the Exhibit A Shoreline Environment Designation maps. The Table of Contents will also need revision to reflect this change.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION No.91-2018)

The following changes are recommended to clarify provisions for implementation, as consistent with the SMA (RCW 90.58) and the SMP Guidelines (WAC 173-26, Part III):

ITEM	SMP PROVISION	BILL FORMAT CHANGES <u>[underline = additions; strikethrough = deletions]</u>	ECOLOGY DISCUSSION/RATIONALE
1.	Cover Page	Note: This Clallam County Shoreline Master Program (SMP) is intended to update and replaces: (1) the 1976 SMP (last amended 1992); and (2) Clallam County Code (CCC) Chapter 35.01 SMP administrative standards under Title 35 CCC, Shorelines. The County is in has <u>completed</u> the process of for a comprehensive update ing of the SMP for consistency with the Washington State Shoreline Management Act (SMA), RCW 90.58, and state shoreline master program guidelines (WAC 173-26, WAC 173-27). The County and the Washington State Department of Ecology share joint authority and responsibility for the update and administration of the SMP (RCW 90.58.050). <u>Updates All amendments to the County's SMP require approval by Ecology to be effective. Per RCW 90.58.090, this SMP will be submitted to Ecology for state review and approval and additional public review. ...</u>	As written, this language is out of sync for the final status of the SMP. Ecology recommends text revisions to update wording for the final approved SMP.
2.	General	...the <u>most current, accurate, complete, available and applicable</u> best available science...	Global Change - 'Best available science' (BAS) is a term/convention derived from the Growth Management Act (GMA). Under SMA, WAC 173-26-201(2.a) requires use of the "most current, accurate, and complete scientific and technical information available that is applicable to the issues of concern". Ecology recommends the County consider scrubbing the document to replace "best available" with the SMA terminology (i.e. "most current, accurate, complete available information") or similar, including, but not limited to, the following locations: Chapter 1.2; 1.8(3); 1.12(2); 2.2(3); 3.2.4(14); 7.14(10.a); and 10.3.2(2).
CHAPTER 1 INTRODUCTION & OVERVIEW			
3.	1.1 Background Information	[second to last paragraph on page 1-3]: ... Following the public hearing, the BOCC held 16 work sessions to consider the Planning Commission recommendation and public comments received and took final action to locally approve <u>adopt</u> the SMP on in October 2018 (Resolution 91-2018 Insert Date of Adoption). The final SMP adopted by the BOCC will be submitted to After the Department of Ecology for state review <u>and conditional approval, the BOCC adopted the final SMP in [[Month Year]] (Ordinance No. [[###-###]]) and subject to additional public review. This SMP is effective as of [[Month Day, Year]], 14 days after Ecology's notice of final action.</u>	As written, this language is out of sync for the final status of the SMP. Ecology recommends text revisions to update wording for the final approved SMP.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION No. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
4.	1.4 SMP Update Vision	Marine spatial planning is another important tool that is increasingly being used around the country and world to coordinate decisions for coastal and ocean environments — <u>including in Washington State. In June of 2018, the Marine Spatial Plan for Washington's Pacific Coast was finalized. This was the result of a multi-year planning process beginning in 2010 when the State enacted a marine spatial planning law to address resource use conflicts and the potential for new ocean development. The plan was developed by an interagency team with input from stakeholders represented by the Washington Coast Marine Advisory Council (WCMAC).</u> Marine spatial planning uses data on the location of important marine resources, human activities, and other key components to determine the most appropriate locations for particular uses to achieve ecological, economic and social objectives.	As related to the Ocean Resources Management Act (ORMA) requirements of WAC 173-26-360, the collaborative work of the State Ocean Caucus and Washington Coastal Marine Advisory Council (WCMAC) has continued since earlier draft SMP language was written. The <i>Marine Spatial Plan for Washington's Pacific Coast</i> was finalized in June 2018. Ecology recommends text revisions to better reflect the final MSP and ongoing WCMAC efforts for consistency with WAC 173-26-360. See also related changes in Attachment B Required Changes for SMP 2.3, SMP 3.13 and Chapter 11 Definitions.
5.	1.5 Shoreline Master Program Goals	10. To preserve shorelines for <u>water-dependent and</u> water-related commerce and industry that are essential to the County's economy, and to discourage interference with established water- oriented related use of shorelines.	WAC 173-26-241(3.d) gives first preference to water-dependent commercial use over non-water dependent commercial use, and secondly to other water-oriented commercial use over non-water oriented commercial use. As written, this goal only mentions water-related commercial and industrial use, omitting the more preferred water-dependent uses. Ecology recommends revision to improve accuracy and clarity.
6.	1.7 Exceptions to Applicability	1. This Program shall not apply to: a. lands held in trust by the United States for Indian Nations, Tribes, or individuals; b. lands within the boundaries of the Olympic National Park in accordance with RCW 37.08.210, including inter-tidal lands between the ordinary high water mark and extreme low water located within the Park along the Pacific Coast; and c. The exercise of treaty rights, as acknowledged and provided for in RCW 90.58.350, the Shoreline Management Act of 1971. <u>2. Developments not required to obtain shoreline permits or local reviews. Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:</u> <u>a. Remedial actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued</u>	WAC 173-27-044 and -045 identify limited activities that are not subject to local SMP review and permitting or to the SMA (respectively), as different and separate from the activities exempted from substantial development permit requirements per -040. These exceptions are in effect regardless of inclusion in the SMP, but are helpful to note for implementation. Ecology recommends revision to add language that specifically identifies these exceptions to aid both applicants and practitioners. See also Periodic Review Checklist #2017.c. This item also identified by S. Gray Feb '19 email re: PR items.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<u>pursuant to RCW 70.105D, or to the Department of Ecology when it conducts a remedial action under chapter 70.105D RCW.</u> <u>b. Boatyard improvements to meet NPDES permit requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit.</u> <u>c. WSDOT facility maintenance and safety improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review.</u> <u>d. Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.</u> <u>e. Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.</u>	
7.	1.10 Authority	3. Consistent with RCW 90.58.080 the County will conduct a periodic review of this Program and, if necessary, revise this Program to assure: a. That the Program complies with applicable law and guidelines in effect at the time of the review, including the Shoreline Management Act, Chapter 90.58 RCW; State Master Program Approval/Amendment Procedures and Master Program Guidelines, Chapter 173-26 WAC; and Shoreline Management Permit and Enforcement Procedures, Chapter 173-27 WAC. b. Continued consistency of this Program with the Clallam County Comprehensive Plan and development regulations adopted under the Washington State Growth Management Act (GMA), RCW 36.70A, as applicable. <u>c. That the Program reflects any changes in local circumstance, new information or improved data.</u> 4. The County shall convene a citizen review panel to assist in the periodic review process and shall report the findings to the public at-large.	WAC 173-26-090 describes the minimum scope of review, and requires revision as needed, for three categories including 'changing local circumstance, new information or improved data' and the two presented as written. Ecology recommends text revisions to add the third required category for clarity.
8.	1.12 Limitations and Disclaimer	1. The degree of environmental protection required by this Program is considered reasonable for regulatory purposes. This Program does not imply that lands outside of shoreline jurisdiction do not provide beneficial functions, nor does it imply that any lands within or outside of shoreline jurisdiction will be free from hazards. This Program shall not create liability on the part of Clallam County, any officer, <u>public official</u>, or employee thereof, for any damages that result from reliance on this Program, <u>providing assistance</u>	Clarifying edit suggested by County staff to reflect that the Administrator of this Program is a publically elected official, and that Section 8.2.5 requires the County to provide "assistance." Ecology supports the change.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<u>to applicants/proponents as specified under Section 8.2.5,</u> or any administrative decision lawfully made pursuant to the spirit and purpose of this Program.	
CHAPTER 2 SHORELINE ENVIRONMENT DESIGNATIONS			
9.	2. Shoreline Environment Designations	2.1 Basis of the Designations ... <u>4. Figure 2-2 shows example photographs representing typical river and marine shorelines that are designated Natural, Resource Conservancy, Shoreline Residential – Conservancy, Shoreline Residential – Intensive, or Marine Waterfront.</u> 2.4 Natural Designation; 1. Criteria: <u>Figure 2-2 shows sample photographs representing typical river and marine shorelines that are designated Natural.</u> The Natural designation is applied to shoreline areas landward of the ordinary high water mark...	Global Change - This statement about Figure 2-2 photographs is repeated for each SED at SMP 2.4 – 2.8. Photos of example shoreline reaches do not establish designation criteria; this text is better located elsewhere, stated once as a courtesy for readers. Ecology recommends text revisions to minimize repetition, shown here for 2.4 Natural, and also located at: 2.5 Resource Conservancy Designation; 2.6 Shoreline Residential – Conservancy Designation; 2.7 Shoreline Residential – Intensive Designation; and 2.8 Marine Waterfront Designation And we suggest moving the text deleted from 2.4 – 2.8 to SMP 2.1 as a new #4 as shown here.
10.	2.4 Natural Designation	1. Criteria: ...The Natural designation is applied to shoreline areas landward of the ordinary high water mark located outside of County forest lands of long-term commercial significance designated pursuant to RCW 36.70A.170 (see also Section 2.5, Resource Conservancy Designation) <u>and are ecologically intact, unable to support new use or development without significant adverse impacts to ecological functions or risk to human safety, or have particular scientific or educational interest.</u> These shorelines are characterized as also having a preponderance of the following characteristics: ...	Ecology recommends text revisions for clarity, for better consistency with WAC 173-26-211(5.a.iii), and for internal consistency with the Management Policies of 2.4(3).
11.	2.5 Resource Conservancy	1. Criteria: ... The Resource Conservancy designation is applied to shoreline areas landward of the ordinary high water mark located <u>outside a UGA,</u> within or bordering forest lands of long-term commercial significance designated under the Clallam County Comprehensive Plan, Title 31 CCC, pursuant to RCW 36.70A.170, and zoned Commercial Forest (CF), Commercial Forest/Mixed Use 20 (CFM20), and Commercial Forest/Mixed Use 5 (CFM5) on the Clallam County Comprehensive Plan Land Use and Clallam County SMP October 2018 2-7 Zoning Maps. These shorelines are characterized as also having a preponderance of the following characteristics:	This 'locally tailored' SED appears to be a primarily timber/forest practices-focused version of the WAC's Rural Conservancy. There is some internal inconsistency with another SED and, as written, some of the aspects addressed by the WAC version are lacking here (i.e. low intensity/density, historical/cultural) but not covered by any other SED. Ch 11 Definition 109. Low intensity land use means a land use that has limited impact upon the land, resources an adjoining properties in terms of the scale of development, and frequency, amount, or concentration of use. Low intensity uses are

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE																
		a. Typically associated with large, contiguous blocks of forest lands and natural <u>resource</u> areas; b. Dispersed, scattered and/or relatively isolated <u>low-density</u> residential, <u>low-intensity</u> recreational, or other <u>water-oriented</u> developments; c. High percentages of closed-canopy forest, but may include areas of recent timber harvests and related forest practices; d. Minimal constraints to overbank flooding and/or channel migration; or e. Forest fragmentation or conversion of forest cover to other land cover types is minimal; <u>f. High recreational value or unique historic or cultural resources; or</u> <u>g. LAMIRDs with low-intensity water-dependent uses.</u> 2. Purpose: The purpose of the Resource Conservancy designation is to maintain resource lands in a predominantly forested condition for sustained timber production, habitat conservation, and/or <u>low-intensity</u> outdoor recreational use <u>while protecting existing ecological functions and processes.</u>	mostly passive uses that do not substantially consume resources or leave noticeable or lasting adverse impacts. 1. Criteria – The Shoreline Residential – Conservancy Criteria include areas inside UGAs so it seems this Resource Conservancy would be the counterpart for locations outside UGAs. The Management Policies at 2.5(3) below reflect the WAC language so the Criteria need to match for consistency: a. Natural resource areas are different than natural areas; b. Low density/intensity, water-oriented uses f. Recreational, historic, cultural g. Low intensity water-dependent uses in LAMIRDs Ecology recommends text revisions for clarity and better consistency with WAC 173-26-211(5.b), and internal consistency.																
12.	2.9 Allowed Uses in Each Shoreline Environment Designation	Table 2-2 Non-Residential Uses <table><tr><th>Use/Development/Modification</th><th>Aquatic - Straits¹</th><th>Aquatic - Pacific Ocean¹</th><th>Marine Waterfront</th><th>Shoreline Residential - Intensive</th><th>Shoreline Residential - Conservancy</th><th>Resource Conservancy</th><th>Natural</th></tr><tr><td>Dredging and dredge material disposal (see Section 4.3)</td><td>see notes 1 & 2</td><td>C²</td><td>C</td><td>C</td><td>C</td><td>C</td><td>X</td></tr></table>	Use/Development/Modification	Aquatic - Straits ¹	Aquatic - Pacific Ocean ¹	Marine Waterfront	Shoreline Residential - Intensive	Shoreline Residential - Conservancy	Resource Conservancy	Natural	Dredging and dredge material disposal (see Section 4.3)	see notes 1 & 2	C ²	C	C	C	C	X	In consultation with County staff about a clarifying edit suggested to address dredge disposal under an approved DMMP, the Table 2-2 reference to Footnote #2 was recognized as erroneous, as it regards agricultural uses on agricultural lands. See also Periodic Review Checklist Item #2019.b. Ecology supports the change to correct the typo.
Use/Development/Modification	Aquatic - Straits ¹	Aquatic - Pacific Ocean ¹	Marine Waterfront	Shoreline Residential - Intensive	Shoreline Residential - Conservancy	Resource Conservancy	Natural												
Dredging and dredge material disposal (see Section 4.3)	see notes 1 & 2	C ²	C	C	C	C	X												
CHAPTER 3 POLICIES & REGULATIONS FOR SPECIFIC SHORELINE USES & DEVELOPMENTS																			
13.	3.2.1 Aquaculture - Policies	8. <u>The County recognizes that potential locations for aquaculture may be restricted due to specific requirements for water quality, temperature, flows, oxygen, adjacent land uses, wind protection, commercial navigation, and/or salinity, and that technology associated with some forms of existing aquaculture is still in its formative stages. These limiting factors necessitate some experimental latitude in the development of this use as long as its potential impacts are taken into account.</u> Experimental aquaculture projects in water bodies should be limited in scale and duration until their effects can be adequately understood. Flexibility to experiment with new aquaculture techniques should be	Ecology recommends text revisions for improved consistency with WAC 173-26-241(3.b.i.B) by adding context for why experimental aquaculture is allowed.																

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES <i>[underline = additions; strikethrough = deletions]</i>	ECOLOGY DISCUSSION/RATIONALE
		allowed when consistent with state and federal regulations and this Program and when properly monitored to prevent adverse impacts.	
14.	3.2.2 Aquaculture Regulations - General	15. Where aquaculture use and development are authorized to use public county facilities, such as boat launches or docks, the Administrator shall reserve the right to condition the permit to require the project proponent to pay a portion of the maintenance costs and any required improvements commensurate with the project proponent's use. The County shall seek comment from the public agency managing any public facility proposed to be used as part of the aquaculture operations on applicable use fees or other use restrictions or requirements.	County proposed to accept the requested change, and added another suggested revision, to address issues raised by Taylor Shellfish comments in the Comment Response Summary (Attachment D) Item #49. The County's proposed revision is not necessary for consistency with SMA, but is acceptable. In consultation with County staff, Ecology supports the County's revisions.
15.	3.2.2 Aquaculture Regulations - General	18. The County shall require applicants for aquaculture developments provide a bond or similar financial surety to fund the removal of any abandoned or failed aquaculture facility. The amount of the bond shall be determined based upon the cost to remove the facility value of the facility and the gross value of the annual facility production. The County shall waive this requirement where sufficient bond to address the intent of this standard is part of the state Aquatic Land Lease Authorization.	County proposed to accept the requested change and suggested revisions to address issues raised by Taylor Shellfish comments in Comment Response Summary (Attachment D) Item #50. The County's proposed revision is not necessary for consistency with SMA, but is acceptable. In consultation with County staff, Ecology supports the County's revisions.
16.	3.2.5 Aquaculture – Application Requirements	5. An application for commercial geoduck aquaculture shall include: ... n. Whether the site contains existing public access to publicly owned lands <u>Where the site contains existing public access to publicly owned lands, consider recommendations from the department of natural resources or other landowning agencies regarding protection of the existing public access;</u> and ...	Ecology recommends text revisions for improved consistency with WAC 173-26-241(3.b.iv.LXII) : <i>Where the site contains existing public access to publicly owned lands, consider recommendations from the department of natural resources or other landowning agencies regarding protection of the existing public access.</i>
17.	3.11.2 Transportation Regulations – Design & Operations	6. Private road access to private development sites may be permitted to cross wetlands, streams and/or their buffers if there are no feasible alternative alignments. Alternative access shall be pursued to the maximum extent feasible, including through the provisions of RCW 8.24. Exceptions or deviations from technical standards for width or other dimensions, and specific construction standards to minimize impacts, may be specified, including placement on elevated structures as an alternative to fill, if feasible. Proponents of such wetland or stream crossings must demonstrate that all of the following criteria are met: a. There is no other feasible alternative route with less impact on shorelines or critical areas. ...	Clarifying edit suggested by County staff for internal consistency. Ecology supports the clarification.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
18.	3.12.0 Utilities - Applicability	<u>This section applies to all</u> utilities including distribution lines and related facilities, as defined in Chapter 11, shall be consistent with the following policies and shall conform to the following regulations, except as applies to residential utilities described in Section 3.8.2 of this Program.	Clarifying edit suggested by County staff for internal consistency with SMP 3.8 Residential Development provisions. Ecology supports the clarification.
CHAPTER 4 POLICIES AND REGULATIONS FOR SHORELINE MODIFICATIONS			
19.	4.1.2 Shoreline Modifications – Beach Access Structures - Regulations	2. New beach access structures shall comply shall comply with the applicable provisions of Chapters: 6, Buffers; 7, Critical Areas; 8, Mitigation and No Net Loss; and with the applicable sections: 5.2, Clearing, Grading and Filling; 5.3, Public Access; 5.4, Water Quality/Water Management and 5.5, Archeological, Historical and Cultural Resources.	Clarifying edit suggested by County staff to delete duplicate language. Ecology supports the change to correct the typographical error.
CHAPTER 5. GENERAL POLICIES AND REGULATIONS			
20.	5.1.0 General Policies & Regulations – Existing (Grandfathered) Uses & Development - Applicability	2. Consistent with RCW 90.58.620 and WAC 173-27-080, single-family residences and accessory appurtenant structures located landward of the ordinary high water mark that were legally established prior to the effective date of this Program, but do not conform to the regulations of this Program, are considered conforming structures and uses for the purposes of this Program. For the purposes of this section, accessory structures do not include shoreline modifications or over water structures.	In consultation with County staff about a clarifying edit for consistency with Attachment B Required Change to SMP 11 Definitions for ‘accessory’ and ‘appurtenant structures’, it was recognized that consistency with the noted statutory citation would provide better clarity. Further, the last sentence as presented can be deleted as duplicative of the SMP 11. Definition for Appurtenance/Appurtenant Structures. Ecology supports the change and proposes alternative phrasing for consistency with RCW 90.58.620(1.a) "Residential structures and appurtenant structures that were legally established..." and (2) "For purposes of this section, "appurtenant structures" means garages, sheds, and other legally established structures. "Appurtenant structures" does not include bulkheads and other shoreline modifications or overwater structures"
21.	5.1.3 General Policies & Regulations – Existing (Grandfathered) Uses & Development –	7. Expansion/Enlargement of Single-family Residence or Accessory Appurtenant Structure: a. Administrative Approval: The Administrator may allow a one-time enlargement, expansion or addition to a grandfathered, single-family residence or accessory appurtenant structure that would not otherwise be allowed under this Program, if all of the following criteria are met:	Same as #20 above, replace ‘ accessory ’ with ‘appurtenance’ for accuracy and internal consistency.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
	Regulations – Existing Structures	c. Variance Approval Required: Enlargement or expansion of a single-family residence or necessary appurtenant structure that do not meet all of the criteria in part “(a)” above that would extend waterward beyond the existing foundation walls, further into a shoreline buffer or critical area, or that increases the structure height above the limits established by this Program shall require a variance pursuant to Chapter 10 of this Program.	
CHAPTER 7 CRITICAL AREAS WITHIN SHORELINE JURISDICTION			
22.	7.3 General Critical Areas Regulations	8. Land Divisions: Land divisions in critical areas and/or buffers shall meet all of the following conditions and the policies and regulations in Section 3.8 (Residential) of this Program: a. Proposals to create new lots for development shall demonstrate an adequate building envelope (including access and utilities) that is suitable for development and is not within a wetland, aquatic and terrestrial habitat conservation area, floodplain, or landslide hazard area or their buffers. ...	Upon consultation with County staff, omission of this term was an unintended oversight. For internal consistency this list should also include Terrestrial Habitat Conservation Areas. Ecology recommends revision to add ‘and terrestrial’.
23.	7.9 Regulations – Aquatic Habitat Conservation Area Protection Standards	2. New shoreline uses and developments shall be located, designed, constructed, and maintained to avoid impacts on Aquatic HCAs Type F, Np and Ns Waters and their buffers. Impact avoidance measures shall include, but not be limited to, reducing the number, size or scale of buildings, driveways and other features; altering the configuration or layout of the proposed development; using environmentally favorable construction materials; foregoing construction of accessory structures; directing lights away from the water body; preserving native vegetation; and other reasonable measures. 3. New uses and developments may be allowed in Aquatic HCAs Type F, Np and Ns Waters and/or their buffers, as specified in this Program, when all reasonable measures have been taken to avoid adverse impacts on species and habitats; when compensatory mitigation is provided, in accordance with Section 8.3 of this Program, for all adverse impacts that cannot be avoided; and the amount and degree of the alteration are limited to the minimum needed to accomplish the project purpose. 4. The Administrator may impose conditions on any new shoreline uses and developments in Aquatic HCAs Type F, Np and Ns Waters and their buffers as needed to: ...	Overall, Aquatic HCAs are designated & classified at 7.7(1) to include Type S, F, Np & Ns waters, plus TSE aquatic habitat and Critical FW & Saltwater habitats. By only using the Typed waters terms in Regulations #2, 3, and 4 they would not apply to the other classes of Aquatic HCAs. Ecology recommends revision to use the more inclusive term Aquatic HCAs.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
24.	7.14 Regulations – Geologically Hazardous Areas Protection Standards	10. Channel Migration Zone Protection Standards: ... b. CMZ Checklist and Review. Applicant's that propose new shoreline uses and development in the mapped potential CMZ within the shoreline jurisdiction shall submit a completed CMZ checklist available from the Administrator with their shoreline application. The Administrator will perform and document the results of the following steps to determine whether to require the applicant to prepare a CMZ assessment report: ... ii. Consult maps and related supporting data bases and reports on the location and extent of the potential CMZ that are available to the public; iii. Review whether any significant channel movement has occurred between available County aerial orthophoto data layers since Year 2000 <u>photo series spanning at least 30 years where available</u>; ... c. CMZ Assessment Report. If required by the Administrator, the CMZ assessment report shall be prepared by a geologist, engineering geologist, professional engineer licensed in the state of Washington, or other qualified professional that demonstrates the following: ... ii. The proposed use or development site has minimal risk of channel migration as indicated by the existing channel type, land cover (and low likelihood of future alterations in land cover); surficial geology, low soil erosion potential; lack of evidence of likely avulsion pathways (including areas upstream of, but proximate to, the site); low inundation frequency(ies); whether channel movement has occurred between <u>an</u> aerial photo series spanning at least 30 years <u>where available</u>; and other available information. ...	County suggested revisions to address issues raised by Futurewise comments in Comment Response Summary (Attachment D) Item #100. The County's proposed revision is not necessary for consistency with SMA, but is acceptable. In consultation with County staff, the photo series timeline was corrected from 50- to 30-years; Ecology supports the County's revisions for accuracy.
CHAPTER 8 MITIGATION &>NNL			
25.	8.2 Mitigation & No Net Loss - Policies	3. The County should work cooperatively with shoreline property owners and with other local, state, federal, and Tribal resource management agencies to <u>track new development and redevelopment subject to this Program, violations and remediation of violations of SMP permits issued under this Program, and collect information pertaining to environmental indicators, monitor the effects of development and track gains and losses in ecological functions using a set of specific environmental indicators. The following</u> specific environmental <u>indicators</u> that should be measured <u>tracked on frequent and regular basis</u> at least once every five years and compared to 2012 previous baseline levels	Clarifying edits requested by County staff to better describe the type of data collection anticipated to occur given availability/capacity of staffing resources, new data sets, and permit details. Tracking permits & readily available information is a more reasonably achievable target than the County obligating itself to conducting scientific field surveys to measure on the ground changes in ecological conditions. Ecology supports the change to clarify these actions towards cumulative impacts and no net loss evaluations.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
		<u>when data is reasonably obtainable and publically available from either governmental sources, the scientific community or aerial imagery include:</u> a. Percent of mapped feeder bluffs with armoring (percent classified as modified); b. Status of salmon stocks; c. Status of shellfish beds (frequency of closures); d. Length of stream bordered by/confined by levees, excluding setback levees; e. Number of overwater structures per mile of shore and number of overwater structures per mile of sediment transport zone; f. <u>Number Length of shoreline</u> tidal barriers; g. Percent of aquatic area supporting submerged aquatic vegetation (e.g., kelp, eelgrass); h. Percent closed canopy forest within two hundred (200) feet of the ordinary high water mark; i. Percent impervious surface within two hundred (200) feet of the ordinary high water mark; and j. Area of undeveloped floodplains/channel migration zone.	
26.	8.3 Regulations – General Mitigation Requirements	3. The Administrator shall require compensatory mitigation for development proposals that: a. Do not fully conform to one or more of the dimensional requirements, performance standards, and/or design criteria in this Program; or b. Result in measureable damage <u>adverse impacts</u>, loss and/or displacement of <u>shoreline ecological functions including</u> a wetland, aquatic habitat conservation area, terrestrial habitat conservation area, flood storage or conveyance area, or critical aquifer recharge area <u>or geologic and hydraulic processes</u>; or c. Result in measureable damage <u>adverse impacts</u>, loss and/or displacement of kelp beds, eelgrass beds, spawning and holding areas for forage fish, such as herring, smelt and sand lance; subsistence, commercial and recreational shellfish beds; mudflats; intertidal habitats with vascular plants; and areas with which priority species have a primary association.	County suggested revisions to address issues raised by Futurewise comments in Comment Response Summary (Attachment D) Item #103. The County's proposed revision is not necessary for consistency with SMA, but is acceptable. In consultation with County staff, Ecology supports the County's revisions.

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
CHAPTER 10 ADMINISTRATIVE PROCEDURES			
27.	10.2.5 Exemptions from SSDP	11. No statement of exemption is required for emergency development pursuant to WAC173-27-040(2)(d)- <u>but after the fact permitting and/or removal of temporary structures may be required once the emergency situation is over.</u>	WAC 173-27-040(2.d): <i>Emergency construction necessary to protect property from damage by the elements. An "emergency" is an unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow full compliance with this chapter. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the administrator to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to chapter 90.58 RCW, these regulations, or the local master program, obtained. All emergency construction shall be consistent with the policies of chapter 90.58 RCW and the local master program. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency;</i> Ecology recommends revision for clarity & to aid the reader during implementation
CHAPTER 11 DEFINITIONS			
28.	11. Definitions	<u>Many of the terms and concepts used in this Program have definitions established by the SMA (RCW 90.58) or implementing rules (WAC 173-18, -20, -22, -26, and -27). In the event of a conflict between the definitions provided herein and those established by statute and rule, the RCW and WAC definitions shall prevail.</u>	Because many of the definitions provided at SMP 11 are comparable to but not the exact wording of the RCW/WAC version, Ecology recommends adding text to provide context and clarity.
29.	11.A	16. Agricultural land means those specific land areas on which agriculture activities are conducted as of the date of adoption of this Program pursuant to the state guidelines (WAC 173-26) as evidenced by aerial photography or other documentation. After the effective date of the Program, land converted to agricultural use is subject to compliance with the requirements of the Program. 17. Agricultural products means to includes, but is not limited to, horticultural, viticultural, ... poultry and poultry products, and dairy products. WAC 173-26-020. <u>Upland finfish aquaculture use and development is subject to the Aquaculture policies and regulations of this Program.</u>	RCW 90.58.065(2)(b) and (d), and WAC 173-26-020(3)(b) and (d): "Agricultural land" means those specific land areas on which agriculture activities are conducted. "Agricultural products" includes but is not limited to horticultural, viticultural, floricultural, vegetable, fruit, berry, grain, hops, hay, straw, turf, sod, seed, and apiary products; feed or forage for livestock; Christmas trees; hybrid cottonwood and similar hardwood trees grown as crops and harvested within twenty years of planting; and livestock including both the animals themselves and animal products

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
			<i>including but not limited to meat, upland finfish, poultry and poultry products, and dairy products;</i> Regulatory clauses are better presented as separate provisions rather than as part of a definition. As written, the added text at #16 and #17 is not part of the RCW/WAC definitions, and is duplicative of other text at SMP 3.1.2 Agriculture: • Regulation #4 that addresses agriculture existing prior to the adoption date of the Program; and • Regulation #7 that addresses upland finfish aquaculture. Ecology recommends text revisions for improved consistency with RCW 90.58.065.
30.	11.A	25. Aquatic Habitat Conservation Areas means the subset of fish and wildlife habitat conservation areas listed in WAC 395-365 -190-130(21) that occur in the water.	Ecology recommends text revisions for accuracy and consistency with WAC 365-190-130.
31.	11.C	81. Critical freshwater habitats includes critical areas as designated in CCC 27.12 and this Program that are associated with freshwater shorelines, including streams and associated riparian zones, wetlands, aquatic and wildlife habitat conservation areas, and areas with which priority species, as defined by WAC 173-26-020(3120), have a primary association.	Incorrect WAC citation, should be -020(31)
32.	11.D	89. Development or Development Activities means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to this Program at any state of water level. <i>"Development" does not include dismantling or removing structures if there is no other associated development or re-development.</i>	Ecology recommends this revision for added clarity to aid both applicants and practitioners. See also Periodic Review Checklist #2017.b This item also identified by S Gray Feb '19 email re: PR items
33.	11.F	132. Floodway means the area of a river valley that conveys flood waters with reasonable regularity, although not necessarily annually. At a minimum, the floodway is that which has been established in Federal Emergency Management Act flood insurance rate maps or Federal Emergency Management Act floodway maps. <i>The floodway does not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state.</i>	Ecology recommends revision for consistency with RCW 90.58.030(2.b): "Floodway" means the area, as identified in a master program, that either: (i) Has been established in federal emergency management agency flood insurance rate maps or floodway maps; or (ii) consists of those portions of a river valley lying streamward from the outer limits of a watercourse upon which flood waters are carried during periods of

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
			<i>flooding that occur with reasonable regularity, although not necessarily annually, said floodway being identified, under normal condition, by changes in surface soil conditions or changes in types or quality of vegetative ground cover condition, topography, or other indicators of flooding that occurs with reasonable regularity, although not necessarily annually.</i> <i>Regardless of the method used to identify the floodway, the floodway shall not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state;</i> See also Periodic Review Checklist #2007.a
34.	11.T	331. Terrestrial Habitat Conservation Areas means the subset of fish and wildlife habitat conservation areas listed in WAC 365 395 190-130 that occur on land.	Ecology recommends text revisions for accuracy and consistency with WAC 365-190-130.
APPENDICES			
35.	Exhibit A. Shoreline Environment Designation (SED) Maps	Map 2 - Change the reach of Sequim Bay owned by USFWS from Shoreline Residential-Conservancy to Natural.	County suggested revisions to address issues raised by USFWS comments in Comment Response Summary (Attachment D) Item #117. The County's proposed revision is not necessary for consistency with SMA, but is acceptable. In consultation with County staff, Ecology supports the County's revisions.
36.	Exhibit A. SED Maps	Map 2 – Depict USFWS lands similar to other publicly-owned parcels; inquire with USFWS how this block of USFWS owned land should be referenced on the map.	County suggested revisions to address issues raised by USFWS comments in Comment Response Summary (Attachment D) Item #118. The County's proposed revision is not necessary for consistency with SMA, but is acceptable. In consultation with County staff, Ecology supports the County's revisions.
37.	Exhibit A. SED Maps	Map 7 – Evaluate potential options to better distinguish between separate but similar blue lines depicting shorelines and non-SMP streams.	County suggested revisions to address issues raised by USFWS comments in Comment Response Summary (Attachment D) Item #119. The County's proposed revision is not necessary for consistency with SMA, but is acceptable. In consultation with County staff, Ecology supports the County's revisions.

Did these changes happen?

ATTACHMENT C: DEPARTMENT OF ECOLOGY RECOMMENDED CHANGES TO THE CLALLAM COUNTY 10/30/2018 SHORELINE MASTER PROGRAM UPDATE - (RESOLUTION NO. 91-2018)

ITEM	SMP PROVISION	BILL FORMAT CHANGES [underline = additions; strikethrough = deletions]	ECOLOGY DISCUSSION/RATIONALE
38.	Exhibit A. SED Maps	Map 7 - Consider rectifying the green Natural SED boundaries for Dungeness National Wildlife Refuge where the outline of the spit and sand areas shown are based on the 2011 aerial photo. However, the spit is dynamic and the boundary of the sand spit will continue to change over-time.	County suggested revisions to address issues raised by USFWS comments in Comment Response Summary (Attachment D) Item #120. The County's proposed revision is not necessary for consistency with SMA, but is acceptable. In consultation with County staff, Ecology supports the County's revisions.
39.	Exhibit B. Shoreline Checklist & Statement of Exemption Form	Exhibit B Shoreline Checklist & Statement of Exemption Form for Ensuring Consistency with SMP Policies and Regulations and No Net Loss Policy... If the County accepts this deletion, the following changes are also recommended: 8. Mitigation & NNL: Note: ... The County has prepared a draft shoreline restoration plan that will also help improve ecological functions such that there is a net gain overall. The County has also prepared a draft approach and strategy (see Exhibit B) to track the effects of shoreline development on a programmatic scale to ensure that the no net loss requirement is met. 8.2 Policies: 4. The County should use a the checklist <u>application form in Exhibit B</u> to track new development proposals against the list of indicators in Section 8.2.3. Changes in indicators should be tracked and monitored at the shoreline reach and watershed scales. 10.2.5 Exemptions from SSDP: #9. All statements of exemption shall be in writing on forms attached to this Program (Exhibit B). As appropriate, statements of exemptions shall contain conditions and/or mitigating measures of approval to achieve consistency and compliance with the provisions of the Program and RCW 90.58. The granting of a statement of exemption shall constitute a valid authorization to engage in the activity or development.	This Exhibit B checklist exemption form is referenced at three locations in the SMP: 8. Mitigation & NNL 8.2 Policies 10.2.5 Exemptions from SSDP: #9 In consultation with County staff, Ecology recommends removing this form from the SMP to use as a separate companion document/application form so that any future edits to the form do not trigger a formal SMP amendment. Upon its removal, we also recommend the above text edits to eliminate references to it.



AGENDA ITEM SUMMARY

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

9
9/12/21

Department: DCD

WORK SESSION ☒ Meeting Date: 5-17-2021

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County staff has been working with the Planning Commission to address Recreational Uses, primarily RV's. Code Enforcement deals with a large number of complaints related to RV use, which is not well defined in the Clallam County Code. This draft ordinance would require RV's be connected to proper sewage disposal, deal with solid waste, and provides a table of allowed number of days of RV use.

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?)

DCD would like to provide a copy of the draft ordinance to the Board prior to the scheduling of the public hearing with the Planning Commission in order to address any comments and/or concerns with the ordinance.

County Official signature & print name: Mary El Clark

Name of Employee/Stakeholder attending meeting: Greg Ballard and Donella Clark

Relevant Departments: DCD

Date submitted: 5-12-2021

* 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)

Chapter
Recreational Use
May 19, 2021

Purpose.

The purpose of this chapter is to protect public health, safety, and welfare of Clallam County citizens and the environment by providing standards for recreational use of property and provide guidance of process for commercial recreational use. It is also intended to acknowledge the use of RV's as permanent residences when placed within approved mobile home parks or RV parks.

Requirements for Recreational Vehicle use.

- (1) The term Recreational Vehicle (RV) is defined by RCW 43.22.335 as “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, and motor homes.” RCW 59.30.020 defines Recreational vehicles as ”a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a manufactured/mobile home lot.”
- (2) No person shall use a Recreational Vehicle as a permanent residence, unless located within an approved/legal RV Park, mobile home park, or within a legal lot of record in the (UC) Zone of Clallam Bay/Sekiur Urban Growth Area with proof of public water, sewer, and electrical service. Except as addressed above residing in an RV more the number of days outline in Table 1 below is considered establishing a permanent residence. Within frequent flooded areas, the maximum number of days an RV can be occupied is 180 days. Upon a request by DCD (i.e. complaint received), the applicant shall provide evidence of compliance with these RV Standards.

TABLE 1- Number of days one RV is allowed per year per parcel

Less than 1 acre	1 to 2.4 acres	2.4 to 5 acres	5 acres to 20 acres	Over 20 acres
60	90	180	240	300

- (3) For parcels over 2.4 acres in size, one special event (family re-union, hunting camp, etc.) per year for a maximum of 7 days would be excluded from the limitation found in Table 1 above.

- (4) Proof of black and gray water disposal shall be provided for use of an RV on property. Connection of the RV to a septic system or sewer must be approved by the Clallam County Environmental Health or Public Works Department. Sani-cans shall be screened from public view.
- (5) Solid waste must be properly disposed from the property as outlined in Solid Waste Regulations (Chapter 41.11). In the event of solid waste investigation (i.e. burning of trash, the accumulation of junk vehicles, or more than 12 cubic feet of solid waste as outlined in Section 41.11.070 CCC, etc), documentation of the disposal of solid waste in an approved facility will be required to be provided to Clallam County DCD and/or Environmental Health.
- (6) No more than two unoccupied recreational vehicles of any kind may be stored on a property, and only one unoccupied RV may be stored on parcels under five acres.
- (7) RVs shall not be parked on a public roadway, right-of-way, or easement.
- (8) RVs shall be licensed and operable, and shall not include any fixtures or attachments such as decks, porches, attached skirting, etc. that would prevent the movement of the vehicle.
- (9) Adequate screening (including existing/proposed structures, fencing, berms, landscaping, etc.) from adjacent properties and roadways will be required of all RV units, appurtenances, and personal property (non-solid waste).
- (10) The long term use of RV's should connect to permanent electrical service whenever feasible, which is intended to reduce noise, fumes, fire hazard, and potential spills of fuel from the use of generators. Generators should include noise reducing measures (low noise ratings, mufflers, insulation, location, etc) to comply with the Washington State Department of Ecology Maximum Environmental Noise Levels codified at [WAC 173-60](#), which includes stricter standards at night time (10 p.m. to 7 a.m.).
- (11) Improvements to a site for the placement of an RV shall not disturb the native vegetation within a critical area, shoreline, or their buffers without compliance with Shoreline and Critical Area regulations. On pre-existing sites (developed prior to adoption of applicable regulations), RVs shall comply with the zoning, shoreline, and critical areas codes to the maximum extent possible.
- (12) Two or more electric and/or water hook-ups on a property constitutes an RV park and is subject to compliance with the underlying zoning. Renting of RV spaces requires compliance with the underlying zoning and approval of a binding site plan. If conditionally allowed RV parks with 4 or less spaces will not require approval of a binding site plan.
- (13) The Administrator may permit one temporary RV for a caretaker for commercial/industrial development, or documented medical hardship for a caretaker or immediate family member. The temporary RV requires renewal every three years upon proof of continuing need, and shall not be allowed if a primary & ADU is already located on the parcel, or if the caretaker RV is used for full time residency.
- (14) In situations of undue hardship, the Administrator may grant an extension of time of the number of days in Section 2 above (or Table 1) on a case-by case basis for 1 RV occupied by the landowner or

immediate family, when these RV Standards are being substantially met, and provided that efforts to relocate or acquire permanent housing are underway.

- (15) Non-compliance with any of these requirements will subject the violator to civil penalties listed in Chapter 20.28 for non-commercial violators.

Temporary living quarters during construction.

During construction of a single family residence, the land owner may place an RV for temporary living quarters. Upon completion of the single family residence or expiration of the building permit the RV shall no longer be used as living quarters.

Tent and Yurts.

A property owner may dry camp without improvements using tents or yurts on their property for no more than 30 days. Camping may not be used as a permanent living arrangement.

If the land owner intends to create improvements to the property, or camp more than 30 days, or provide camp sites to the public, the owner shall comply with underlying zoning standards. If allowed outright, the applicant shall provide a site plan showing compliance with all zoning setbacks and critical area/shoreline buffers, provide a source of approved septic disposal, and if potable water is intended to be provided, an approved water system shall be noted. Platforms or stands that are 30 inches or greater in height, which are constructed for the placement of tents, require issuance of a building permit. Any other structures must comply with Building Department standards.

Violation – Penalty.

Failure to comply with the provisions of this chapter shall be a violation. Violations of this code will be subject to civil penalties listed in Chapter 20.28 for non-commercial violations.



AGENDA ITEM SUMMARY

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

10
5/17/21
3G

Department: BOCC

WORK SESSION ☒ Meeting Date: 05/17/2021

REGULAR AGENDA ☒ Meeting Date: 05/18/2021

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

Item summary:

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

Executive summary:

AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

In March 2021, the American Rescue Plan Act ("ARPA") was passed providing Coronavirus State and Local Fiscal Recovery funding totaling approximately \$130 billion for local governments, including counties, cities and smaller local governments. Of these funds, the County is eligible to receive \$15,020,640, with half of such funds to be released in May 2021 and the remaining funds to be distributed 12 months afterwards.

Funds under ARPA may be used by local governments to (1) Respond to the public health emergency with respect to the COVID-19 pandemic or its negative economic impacts; (2) Provide premium pay to eligible workers performing essential work during the public health emergency; (3) Provide government services to the extent of reduced revenue experienced during the public health emergency as compared to the full fiscal year preceding the COVID-19 pandemic onset; and (4) Make necessary investments in water, sewer or broadband infrastructure.

Eligible costs must be incurred/obligated no later than December 31, 2024, with final performance to be completed by December 31, 2026.

On May 10, 2021, the US Treasury issued further guidance on eligible uses of funds awarded to local governments under ARPA, as well as instructions on what actions local governments needed to complete to request release of funds awarded to them. These instructions include a requirement that the local government designate an Authorized Representative who will sign a completed certification document as well as designate a Contact Person of the County.

Attached for review and approval is a Board resolution authorizing Clallam County Commissioner Mark Ozias to serve as the Authorized Representative for the County and Mark Lane, Chief Financial Officer to serve as

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary 05172021 Resolution Approving Submission of ARPA Award Funds Released

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

Revised: 3-04-2019

the designated Contact Person with the US Treasury for the ARPA awarded stimulus funds, and authorizes Mr. Lane with proceeding with submitting the requested information to request US Treasury's release of these funds to the County.

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

Will provide approximately \$7.5 million of revenue in both 2021 and 2022 to be accounted for in the Non-Departmental—American Rescue Plan Act Special Revenue fund.

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

I request approval of the attached resolution so that we can timely proceed with submitting our County's request for release of ARPA funds awarded to the US Department of Treasury.

County Official signature & print name:


Mark Lane, Chief Financial Officer

Name of Stakeholder attending meeting:

Mark Lane

Relevant Departments:

Board of Commissioners, Finance

Date submitted:

5/11/2021

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Revised: 3-04-2019



RESOLUTION _____, 20

AUTHORIZING SUBMISSION OF REQUEST TO THE US DEPARTMENT OF TREASURY
FOR RELEASE OF AWARDED FUNDING UNDER THE AMERICAN RESCUE PLAN ACT
("ARPA") AND DESIGNATION OF COUNTY CONTACT PERSON FOR ARPA

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. In March 2021, the American Rescue Plan Act ("ARPA") was passed providing Coronavirus State and Local Fiscal Recovery funding totaling approximately \$130 billion for local governments, including counties, cities and smaller local governments. Of these funds, the County is eligible to receive \$15,020,640, with half of such funds to be released in May 2021 and the remaining funds to be distributed 12 months afterwards.
2. Funds under ARPA may be used by local governments to (1) Respond to the public health emergency with respect to the COVID-19 pandemic or its negative economic impacts; (2) Provide premium pay to eligible workers performing essential work during the public health emergency; (3) Provide government services to the extent of reduced revenue experienced during the public health emergency as compared to the full fiscal year preceding the COVID-19 pandemic onset; and (4) Make necessary investments in water, sewer or broadband infrastructure.
3. On May 10, 2021, the US Treasury released further guidance on the eligible uses of ARPA funds and instructions for how local governments can request the release of funds awarded to them from the US Treasury.
4. In order to receive ARPA awarded funds, the County must submit through the US Treasury Submission Portal a completed Recipient Information application, which requires among other items the designation of an Authorized Representative and Authorized Contact of the County, and a completed certification document to be signed by the Authorized Representative.

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

1. The Board of Clallam County Commissioners wishes to proceed with requesting Coronavirus State and Local Fiscal Recovery Funds awarded to the County under ARPA, and authorizes the submission of all required information via the US Treasury Submission Portal to request the release of such funding.
2. Mark Ozias, Chairman, will serve as the designated Authorized Representative and Mark Lane, Chief Financial Officer, will serve as the Authorized Contact for purposes of submitting the request for release of ARPA funding to the US Treasury.

PASSED AND ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach



11
5/17/21

AGENDA ITEM SUMMARY

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **5/17/2021**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

APRIL 2021 FINANCIAL RESULTS AND REVISED PROJECTION FOR 2021—EXECUTIVE SUMMARY:

April 2021 YTD General Fund Results

The April YTD General Fund Financial Review compared to the same period in 2020 is attached along with comparison to the original budget for 2021 and a revised annual projection for 2021.

YTD April 2021 revenue totaled \$15,115k as compared to \$14,061k in 2020, representing an increase of \$1,055k. Excluding YTD COVID related reimbursements from AOC CARES & FEMA of \$561k, YTD revenues totaled \$14,554k, an increase of \$493k from prior year. YTD expenditures in April were \$14,049k (which includes \$316k of COVID-related costs) as compared to \$16,049k in 2020 (which includes \$127k of COVID-related costs) for a decrease of \$2,001k. Excluding COVID-related revenues/expenditures, the General Fund generated an operating surplus of \$821k, as compared to a deficit of (\$1,862k) in April 2020, an improvement of \$2,683k. Including COVID-related activity, the General Fund generated an operating surplus for YTD April 2021 of \$1,066k. The General Fund finished April with an ending Fund Balance reserve of \$15,591k, or \$2,337k higher than prior year.

Please refer to the attached schedule that provides further detail of the major factors that make up these changes and performance to budget. Revenues overall (excluding COVID reimbursements) were at 35.9% of the 2021 budget for April YTD, ahead of last year's 32.8%. All revenue categories with the exception of Charges for Goods & Services, Timber Revenues and Transfers In were up year-over-year in April, and all with the exception of Timber Revenues and Transfers In were pacing at or above 2020 relative to the annual budget. Timber revenue is pacing behind last year due to timing of payments from DNR relating to weather-related delays in harvest areas. Transfers In were down relative to last year due to timing of grant reimbursement-funded transfers from the Lower

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Dungeness project. Tax revenue continued to pace well ahead of budget (43.4% vs last year's 40%) driven primarily due to continued strong retail sales tax growth YTD of 21%, as compared to a -3% contraction assumed in the first four months of the 2021 budget due to COVID-related economic concerns. Retail sales tax for the month of April was up 31% from a year ago. Property tax revenue YTD was also pacing ahead of budget relative to prior year (50.8% vs 49.3%). Miscellaneous revenues continued to pace significantly ahead in April vs prior year, mainly due to a significant increase in camping fee reservations, as offset by declining interest income. Licensing & Permits were up 38% to prior year, driven by stronger than expected building permit revenue which are up 61% to last year. Through April 2021 YTD, the County's general fund had received \$112k of FEMA reimbursements of COVID-19 related expenditures incurred in 2020, and \$449k of AOC CARES reimbursements related to the JAVs courtroom technology project.

Turning to expenditures, YTD expenditures (excluding COVID-related) totaled \$13,733k, a decrease of \$2,190k over prior year and were pacing at 31.2% of budget, below last year's 34.7%. This decrease was driven mainly by the \$1.7 million of prior year Transfers Out made to the facilities and IT capital project funds. The remainder of the underspend was principally in Services caused principally by a change in accounting for indirect charges earned by the General Fund that took place at the end of 2020, lower travel and postage costs, lower repairs and maintenance costs, and savings in other areas. All other expenditure categories were at or below last year as a % of the annual budget with the exception of Services which was up mainly due to timing differences.

2021 PROJECTION—GENERAL FUND

Outside of the positive impact of continued higher than expected April performance across several general fund revenue streams including sales tax, building-related licensing and permits and goods & services and some trend improvement noted in fines & penalties, no significant changes have been made to our 2021 revenue projections for the general fund from my March report.

REVENUES--Overall revenues are now projected to total \$42,847k, an increase of \$1,724k over the 2021 budget. This is reflective of several factors. First, Tax revenue is projected to outperform budget by \$997k due to the strong YTD April sales tax growth of 21%, and the resulting revision of growth estimates expected for the remainder of the year based on this better than expected performance discussed in our prior month's report. Sales tax growth in 2021 is now projected to grow 10.1% over prior year, as compared to a -3.1% decrease budgeted. Year-over-year sales tax growth is expected to continue at double digit rates for the 2nd quarter due to the dramatic decline in prior year sales tax due to the onset of the COVID pandemic, and then leveling off to mid-single digit growth in the 3rd quarter and 3-4% growth in 4th quarter. In the event the level of growth seen thus far this year in sales taxes continues into the 2nd half of the year, we could potentially outperform our current Tax revenue forecast by an additional \$500k. With the exception of reducing my estimate for Timber Excise Tax by approximately \$100k given how much softer we finished 2020 relative to budget, I have left my other tax assumptions relating to property tax and excise taxes for the balance of 2021 unchanged from the budget at this time.

Licenses & Permits are projected to outperform budget by 10.5% due to continued strong building permit trends where YTD April saw growth of 61%. Misc Revenue is projected to exceed budget by 6% due to stronger campground revenues and increases in other areas. COVID-related Intergovernmental Revenues are projected to exceed budget by \$450k due to the unbudgeted spillover of FEMA reimbursements of eligible COVID-related costs from 2020 to 2021, coupled with

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Agenda Item Summary How Did We Do--April 2021

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Revised: 3-04-2020

additional FEMA funds to be received related to a recent Presidential order under which FEMA will be covering 100% of eligible COVID costs incurred, rather than the 75% originally covered. In addition, FEMA/American Rescue Plan reimbursement revenue of \$271k has been added to reflect the current pacing of COVID-related expenses that are being incurred by the County's general fund that are projected to continue through the end of the 3rd quarter.

Goods & Services are now forecasted to miss budget by -1.1% based on concerns that our DOC inmate revenues and other services revenue impacted by COVID may not be fully realizable, as partly offset by projected budget outperformance in building plan review revenue.

All other revenue categories are projected to meet or marginally outperform budget based on April YTD pacing.

It is important to note that our revenue projections have not been adjusted for the impact of the American Rescue Plan Act ("ARPA"), which among other things will enable the County to recover lost revenues resulting from the COVID public health emergency in 2020 and 2021. While we are still in the process of finalizing our estimates of the amount of lost revenue recovery from 2020 that could potentially be recovered under ARPA based on the just released guidance on how such calculations are to be made, we believe the amount could range between \$1.5 million and \$2.0 million for the County overall, of which approximately \$0.7 million to \$1 million would be recoverable by the General Fund. However, as ARPA funds can only be claimed against lost revenues to the extent they are expended on provision of eligible government services (i.e. lost revenues recovered under ARPA cannot be used to simply replenish reserves), further evaluation of this guidance will be needed. Once we have determined the extent of lost revenues the County can recover for the General Fund based on the ARP guidance, we will adjust these revenue projections accordingly.

EXPENDITURES-- I am projecting general fund expenditures (including CARES/FEMA-funded COVID costs) to total \$42,958k, or \$1,692k lower than budget. Of this variance, approximately \$1,684k is related to projected underspend in the area of payroll and benefits based on the multi-year trend where due to turnover, retirements, delays in filling open positions, and other dark-time, we have historically underspent our budgeted payroll costs by 3-4% annually, or between \$1.2 and \$1.4 million. Some additional payroll and benefits savings were captured from the partial hiring freeze that was in effect during much of the 1st quarter of 2021. Based on trends, non-COVID Services are projected to come in \$56k below budget, mainly as a result of expected underspend in services costs related to the multi-homicide cases where many of these cases were pled-out in late 2020/early 2021 after the 2021 budget was finalized, as well as savings in other areas. Transfers Out-COVID was reduced by \$80k from budget due to the extension of the County's local health CARES grant into 2021 which will provide funding for HHS COVID-related costs, including the operation of the isolation shelter through May 2021, relieving the General Fund of that budgeted commitment of \$450k, as offset by the addition of \$370k relating to funding of the Serenity House bathroom expansion project which may or may not be reimbursed depending on whether Serenity House is able to secure grant funding. Finally, \$271k of COVID-related costs were added to our 2021 projections based on the level of COVID-related costs currently being incurred YTD that are assumed to continue at least through the end of the 3rd quarter of 2021.

Please note that similar to revenues, we have not adjusted our forecast for 2021 for any planned usage of funds to be provided to the County under ARPA pending further review guidance just released this week from the US Treasury and discussions to come with the BOCC. In addition, the

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Agenda Item Summary How Did We Do--April 2021

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

Revised: 3-04-2020

potential financial impact of the recent Superior Court Blake decision has not been factored into our projections pending further analysis and clarification from the State as to what share of the potential legal financial obligations paid to the County impacted by this decision will be borne by the County, nor has any potential impact on personnel costs been factored in relating to the collective bargaining efforts currently underway.

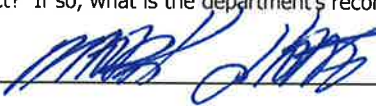
NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, I am projecting a General Fund operating deficit (excluding CARES/COVID related revenues/costs) of (\$214k) for 2021, which is \$3,157k better than our 2021 budgeted deficit of (\$3,371k). When including a COVID-related surplus of \$103k, our overall general fund deficit for 2021 is expected to total (\$111k), as compared to a budgeted deficit of (\$3,527k).

PROJECTED ENDING FUND BALANCE--\$14,413k, or 34% of forecasted non-COVID expenditures, as compared to \$10,997k budgeted based on final 2020 results.

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

This is an informational presentation that by itself has no specific budgetary impact.

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

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane _____

Relevant Departments: _____ Finance _____

Date submitted:

May 12, 2021

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Agenda Item Summary How Did We Do--April 2021

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

Revised: 3-04-2020

Clallam County General Fund Results April 2021

April 2021 YTD Revenue totaled \$15,115k as compared to \$14,061k in 2020, representing an increase of \$1,055k. April 2021 YTD Revenues came in at 36.8% of our annual revenue budget, as compared to 32.8% in 2020. If one excludes CARES/FEMA reimbursements, revenue was at 35.9% of budget, and increased \$493k from prior year. All categories with the exception of Charges for Goods & Services, Timber Revenues and Transfers In were up year-over-year in April, and all were at or above their paces to the annual budget compared to last year, with the exception of Timber Revenues (down 21.7% to budget) mainly due to timing of DNR payments, and Transfers In from the Lower Dungeness project (down 8.4% to budget due to timing of grant reimbursements). Taxes YTD continue to pace well ahead compared to last year, driven mainly by much stronger sales taxes which were up 21% compared to last year (as compared to an approx -3% decrease assumed in the 2021 budget thru YTD April). Misc Revenues in April continued to pace significantly ahead relative to budget vs last year (41% vs 29%) due mainly to a significant increase in camping fee reservations YTD relative last year, as offset by declining interest income. Licensing & Permits also were up for April YTD (40% of budget vs 26.6% in prior year), mainly as a result of stronger than expected building permit revenue which are up 61.1% to prior year. Thru YTD April, the General Fund had received FEMA reimbursement funds of certain of its 2020 COVID costs of \$112k, the payment of which was expected to be received in 2020 and therefore was not budgeted in 2021. In addition, \$449k of the budgeted \$529k AOC CARES grant reimbursement of costs incurred relating mainly to the JAVS courtroom technology project have been received.

Expenditures for YTD April 2021 totaled \$14,049k (including \$316k of COVID related costs) as compared to \$16,049k (including \$127k of COVID costs) in 2020 for a decrease of \$2,001k. Expenditures (excluding COVID) for April 2021 YTD came in at 31.2% of our annual budget, pacing below last year's of 34.7%. The year-over-year decrease in expenditures was mainly in our Services category which decreased \$635k due to a change from prior year in how indirect charges by the General Fund are accounted for (\$450k of the decrease), timing differences relating to our replenishment of our postage costs, lower travel costs, lower repairs & maintenance, and savings in other areas. All expenditure categories were pacing at or below their paces to budget in comparison with prior year, with the exception of Services due to timing.

For April 2021 YTD, the General Fund generated an operating surplus between revenue and expenditures (excluding COVID/CARES) of \$821k, a \$2,683k improvement from last year's operating deficit. After including COVID-related net revenue to expenditure surplus YTD of \$246k, the General Fund generated an operating surplus of \$1,066k for April 2021 YTD. The General Fund finished April 2021 with an ending fund balance reserve of \$15,591k, a \$2,337k higher fund balance than prior year.

Turning to the forecast, General Fund total revenues are projected to total \$42,847k, an increase of \$1,724k over the 2021 budget. The main contributors include higher projected Tax revenue of \$997k due mainly to the much stronger than budgeted sales tax revenues incurred YTD and projected for the remainder of the year, and \$450k in higher CARES/FEMA reimbursement revenue projected to be received relating primarily to the unbudgeted carryover of FEMA reimbursements for COVID expenditures incurred by the General Fund in 2020 and recent notification that due to Presidential order FEMA will be covering the other 25% of previously uncovered eligible costs (\$179k), and projected reimbursements of 2021 COVID-related FEMA reimbursable expenditures based on current spending levels that are assumed to continue through September 2021. Licenses & Permits are projected to outperform budget by 10.5% due to strong building permit trends, and Misc Revenue is projected to beat budget by 6% driven by stronger campground revenues and other misc revenues. Charges for Goods & Services are projected to miss budget by -1.1% based on concerns that our DOC inmate revenues impacted by COVID may not be fully realizable and lower trending probation revenues, as partly offset by stronger growth from building plan reviews. All other revenue categories are projected to be relatively inline with budget expectations. 2021 Expenditures are projected to total \$42,958k, underspending to budget by \$1,692k. Payroll and Benefits costs are expected to come in approx \$1,684k below budget, mainly due to historic underspend to our personnel budgets due to unbudgeted darktime, as well as some savings capture from the extension of a partial hiring freeze during part of the first quarter of 2021. COVID-related costs for 2021 are now projected to be \$191k higher than budget due a \$450k reduction in Transfers Out due to the extension of the WA Department of Health CARES grant to 2021 which will be available to fund the operation of the HHS isolation shelter that originally was budgeted to be funded by a \$450k transfer from the General Fund, as offset by the addition of \$370k Transfer Out to HHS to fund the Serenity House bathroom addition project, and the addition of approximately \$271k of COVID related costs based on current YTD spending levels continuing to be incurred by the County during the pandemic that are projected to continue through the end of the 3rd quarter of 2021. Supplies are projected to come in \$116k below budget due to trending savings. For 2021, the General Fund is now projected to generate an operating deficit of (\$111k), which is \$3,416k lower than budgeted, leaving an estimated ending fund balance of \$14,413k or 34% of total non-COVID expenditures. It is important to note that our projections have not been adjusted for any additional Federal COVID aid pending review of just released details of the American Rescue Plan Act and determination of funding priorities and to what extent ARPA funds will be directed to the General Fund. In addition, the potential impact of the Superior Court Blake Decision has not been factored into these projections pending further analysis and clarification from the State as to what share of the financial impact of this decision will be borne by the County, nor has the potential impact of currently underway collective bargaining efforts on personnel costs for the 2nd half of 2021.

April 2021 YTD--vs Annual Budget (rounded to thousands)

	2021 YTD Actual	2021 Budget	Budget Remaining	2021 % of Annual Budget Achieved YTD	2020 % of Annual Budget Achieved YTD
REVENUES:					
Taxes	9,056	20,884	11,828	43.4%	40.0%
Licenses & Permits	421	1,050	629	40.1%	26.6%
Intergovernmental Revenues	1,457	5,329	3,872	27.3%	25.6%
Charges for Goods & Services	2,301	7,845	5,545	29.3%	27.6%

Clallam County General Fund Results
April 2021

Fines & Penalties	347	908	561	38.3%	30.1%
Misc Revenue (Interest Inc, Camping Fees, etc)	842	2,040	1,199	41.2%	29.3%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	41	72	31	56.7%	29.5%
Other Financing Sources (Timber Sales, other)	90	625	535	14.4%	36.1%
Transfers In	0	1,840	1,840	0.0%	8.4%
Total Revenue--Excluding CARES/FEMA	14,554	40,594	26,040	35.9%	32.8%
Total Revenue--CARES/FEMA	561	529	-32	106.1%	--
Total Revenue	15,115	41,123	26,007	36.8%	32.8%

	2021	2021	Budget	2021	2020
	YTD Actual	Budget	Remaining	% of Annual Budget Achieved YTD	% of Annual Budget Achieved YTD
EXPENDITURES:					
Payroll	6,875	22,537	15,662	30.5%	31.1%
Payroll--COVID	7	0	-7	--	--
Benefits	2,886	9,544	6,658	30.2%	30.7%
Benefits--COVID	1	0	-1	--	--
Supplies	274	1,242	968	22.1%	25.5%
Supplies--COVID	25	0	-25	--	--
Services	2,266	6,523	4,257	34.7%	33.5%
Services--COVID	75	0	-75	--	--
Capital	35	95	60	36.6%	44.6%
Capital--COVID	63	90	27	69.8%	--
Transfer Out --COVID	145	595	450	24.4%	--
Transfers Out	160	2,783	2,623	5.8%	50.1%
Payment to Risk Pool	1,237	1,241	4	99.7%	100.0%
Total Expenditures--excluding COVID	13,733	43,965	30,232	31.2%	34.7%
Total Expenditures--COVID	316	685	369	46.1%	--
Total Expenditures	14,049	44,650	30,601	31.5%	34.9%
Net Operating Surplus (Deficit)--Excluding COVID	821	-3,371			
Net Operating Surplus (Deficit)--COVID	246	-156			
Net Operating Surplus (Deficit)	1,066	-3,527			
Fund Balance	15,591	10,997	4,593		

April 2021 YTD--vs Prior Year YTD (rounded to thousands)

	2021	2020	
	YTD Actual	YTD Actual	Variance--\$
REVENUES:			
Taxes	9,056	8,292	764
Licenses & Permits	421	306	116
Intergovernmental Revenues	1,457	1,352	105
Charges for Goods & Services	2,301	2,676	-376
Fines & Penalties	347	291	56
Misc Revenue (Interest Inc, Camping Fees, etc)	842	756	86

Clallam County General Fund Results
April 2021

Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	41	21	20
Other Financing Sources (Timber Sales, other)	90	217	-127
Transfers In	0	150	-150
Total Revenue--Excluding CARES/FEMA	14,554	14,061	493
Total Revenue--CARES/FEMA	561	0	561
Total Revenue	15,115	14,061	1,055
EXPENDITURES:			
Payroll	6,875	6,778	97
Payroll--COVID	7	68	-61
Benefits	2,886	2,791	95
Benefits--COVID	1	8	-7
Supplies	274	349	-74
Supplies--COVID	25	39	-14
Services	2,266	2,901	-635
Services--COVID	75	11	64
Capital	35	125	-90
Capital--COVID	63	0	62
Transfer Out --COVID	145	0	145
Transfers Out	160	1,750	-1,590
Payment to Risk Pool	1,237	1,229	8
Total Expenditures--excluding COVID	13,733	15,923	-2,190
Total Expenditures--COVID	316	127	189
Total Expenditures	14,049	16,049	-2,001
Net Operating Surplus (Deficit)--Excluding COVID	821	-1,862	2,683
Net Operating Surplus (Deficit)--COVID	246	-127	372
Net Operating Surplus (Deficit)	1,066	-1,989	3,055
Fund Balance	15,591	13,254	2,337

Major Revenue Differences between YTD 2021 and 2020 (rounded to thousands)

Juvenile Justice sales tax	68
Property tax	286
Sales taxes (other than Juvenile Justice)	489
Intergovernmental--PILT, Criminal Justice, Other Excise Taxes	37
Intergovernmental--Grants	67
Intergovernmental--CARES/FEMA	561
Investment & Delinquent tax interest	-91
Increase in Parks' Camping Revenues	175
Timber revenue	-127
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing	
Agreements timing/reduction, State Dpt Corrections (lower inmate capacity during COVID)	-31
Goods & Services--Indirects (due to reclassification of indirects from revenue to negative services expenditure to reflect proper accounting)	-474

Clallam County General Fund Results April 2021

Goods & Services--Building Plan Check Revenues	163
Fines and Penalties	56
Election Services Revenue--2020 Presidential Year, spill over 2019 November election reimbursement into 2020	-225
Licensing & Permits--Building Permits	109
Everything else (rounded to thousands)	-9 **
Total Revenue Increase/(Decrease) over Prior Year	1,055

Major Expense Differences between YTD 2021 and YTD 2020 (rounded to thousands)

Payroll/Benefits--prior year estimated impact of retirements and newly elected officials that led to conversion of payouts of accrued leave balances or partial conversion of leave balances to VEBA payments.	41
Payroll--changes due to personnel, more open positions during hiring freeze, as offset by step/COLA increases, and other non-retirement factors	59
Benefits--due to changes in benefit costs following collective bargaining increases in July 2020/Jan 2021, as offset by personnel changes, more open positions during hiring freeze	93
Services (decrease mainly due to reclassification of indirect charges as a reduction of services expenditures rather than as revenue in 2020 (\$450k); lower postage due to timing of replenishment (\$32k), lower travel costs (\$33k), lower repairs & maintenance (\$141k), and overall increases in other areas.	-635
Risk Management Assessment for Insurance Pool	8
Transfers (mainly due to Bullman Beach transfer \$75k, HHS COVID transfer of \$145k and \$35k higher transfer to Lower Dungeness Floodplain Project, as offset by \$1.7 million capital and HHS transfers in 2020)	-1,590
COVID Related Costs (mainly internal COVID-response costs (PPE, IT costs, COVID-dedicated staff additions, facilities cleaning personnel, etc)	316
Net Other Expenditure Changes (lower supplies (\$88k), and capital outlays (\$125k))	-291
Total Expenditure Increase/(Decrease) over Prior Year	-2,001

April 2021 Full Year Projection vs Annual Budget (rounded to thousands)

	2021 Projected	2021 Budget	Over/(Under) Budget
REVENUES:			
Taxes	21,881	20,884	997
Licenses & Permits	1,160	1,050	110
Intergovernmental Revenues	5,434	5,329	105
Charges for Goods & Services	7,762	7,845	-83
Fines & Penalties	910	908	2
Misc Revenue (Interest Inc, Camping Fees, etc)	2,162	2,040	122
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	94	72	22
Other Financing Sources (Timber Sales, other)	625	625	0
Transfers In	1,840	1,840	0

Clallam County General Fund Results
April 2021

Intergovernmental--CARES/FEMA Reimbursements	979	529	450
Total Revenue--Excluding CARES/FEMA	41,868	40,594	1,274
Total Revenue--CARES/FEMA	979	529	450
Total Revenue	42,847	41,123	1,724
EXPENDITURES:			
Payroll	21,427	22,537	-1,110
Payroll--COVID	18	0	18
Benefits	8,947	9,544	-597
Benefits--COVID	5	0	5
Supplies	1,126	1,242	-116
Supplies--COVID	73	0	73
Services	6,467	6,523	-56
Services--COVID	175	0	175
Capital	95	95	0
Capital--COVID	90	90	0
Transfer Out --CARES	515	595	-80
Transfers Out	2,783	2,783	0
Payment to Risk Pool	1,237	1,241	-4
Total Expenditures--excluding COVID	42,082	43,965	-1,883
Total Expenditures--COVID	876	685	191
Total Expenditures	42,958	44,650	-1,692
Net Operating Surplus (Deficit)--Excluding COVID	-214	-3,371	3,157
Net Operating Surplus (Deficit)--COVID	103	-156	259
Net Operating Surplus (Deficit)	-111	-3,527	3,416
Fund Balance	14,413	10,997	3,416



AGENDA ITEM SUMMARY

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

ES
5/17/21
18m

Department: Human Resources

EXECUTIVE SESSION ☒ Meeting Date: 5/17/2021

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 Executive Session |

Documents exempt from public disclosure attached: ☐

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

Executive summary:

The Human Resources Department requests an Executive Session with the BOCC from 1:00 – 2:00 pm to discuss collective bargaining and contract negotiations with all represented unions of Clallam County.

RCW 42.30.140 (4)(a) - Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

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

To Be Determined

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

That the BOCC meet in Executive Session to discuss collective bargaining and contract negotiations.

County Official signature & print name: Tom Reyes Tom Reyes

Name of Employee/Stakeholder attending meeting: Tom Reyes/Rich Sill/Mark Lane/Bill Benedict/Eleanor Hill/Tammy Sullenger

Relevant Departments: Commissioners, Human Resources, Sheriff's Office, Finance Department

Date submitted: 5/12/2021

* 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)

Executive Session - Negotiations 2021 May 17

Revised: 3-04-2019

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