AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, May 9, 2023 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of May 1

Approval of vouchers

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

Approval of minutes

1c. Letter to Harper Ridgeview Funeral Chapel for the Indigent Remains Program

Letter

1d. Proclamation Recognizing Provider Appreciation Day May 12, 2023

Proclamation

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with State of Washington Tourism for the Tourism Sustainability Grant for Robin Hill Farm

Agreement

2b. Agreement with Wetherholt and Associates, Inc. for roof design consulting services

Agreement

BIDS AND AWARDS

3a. Bid opening ? 2023 Hot Mix Asphalt Requirements

Bid opening

ADMINISTRATION

4a. Resolution authorizing an expenditure from the Clallam County Heritage Advisory Fund

Resolution

4b. Resolution authorizing expenditures from the Conservation Futures Fund for approved 2023 applications

Resolution

4c. Resolution calling for a hearing on the sale of surplus property

Resolution

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

H1. Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule ? Fairground Division Services 215-A

Ordinance

PUBLIC COMMENT ? Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners May 8 - 12:

Monday, May 8:
7:30 a.m. Executive Session
8:15 a.m. Executive Session
9:00 a.m. Work Session
12:00 p.m. WSAC Virtual Update
2:00 p.m. Special BOCC Meeting - Board of Equalization

Tuesday, May 9:
10:00 a.m. Board Meeting
10:30 a.m. Hearing(s) - See Agenda

Wednesday, May 10:
8:00 a.m. Coffee with Colleen

Thursday, May 11:

1:00 p.m. KONP Radio Show

Friday, May 12:
4:00 p.m. KSQM Radio Show

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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

1a
5/9/23

Date of report: May 2, 2023

General	**$141,712.01**
Other	**$796,965.26**
Total	**$938,677.27**

STATE OF WASHINGTON

County of Clallam

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

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

COPY

_____ COUNTY AUDITOR
SHOONA RIGGS

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MARK OZIAS, Chair

_____
MIKE FRENCH

COPY

_____
RANDY JOHNSON

_____
RICH SILL (County Administrator)

Weekly Expenditures

May 1 - 5, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	**Assessor**	1,631.00			
00100.221	**Auditor**	2,322.50			
00100.241/291	**Commissioners (BOCC)**	2,830.62			
19914.291	BOCC - Veterans Relief		2,980.38		
19925.291	BOCC - Hotel/Motel		13,333.33		
19961.291	BOCC - American Rescue Plan Act		7,208.14		
11301.511	**Health & Human Services (HHS)**		3,437.41		
00100.511	HHS - Environmental Health	2,712.09			
00100.513	HHS - Admin	80.36			
11331.511	HHS - Developmental Disabilities		128,275.00		
00100.461	**Human Resources (HR)**	202.07			
50401.461	HR - Risk Management		2,291.33		
50701.461	HR - Unemployment Compensation		6,873.58		
00100.411	**Information Technology (IT)**	5,999.18			
00100.851	**Juvenile Services**	7,285.05		42.06	
00100.911/912	**Parks Fair Facilities (PFF)**	7,917.89			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		5,841.52		
30501.911	PFF - Capital Projects		15,608.45		
00100.841-843	**Prosecuting Attorney**	21,763.10			
	Public Works (PW)				
10101.611	PW - Roads		539,625.69		
41401.611	PW - Clallam/Sekiu Sewer		30,193.58		
42401.611	PW - Carlsborg Sewer		208.71		
43401.611	PW - Bullman Beach Water System		643.86		
50301.611	PW - ER&R (Equip't Rental & Revolving)		30,771.21		
00100.811-815,817	**Sheriff**	75,337.29			
00100.816	Sheriff - Jail Medical	576.64			
11008.811	Sheriff - OPNET Drug		1,031.50		
11065.811	Sheriff - OPSCAN Operations		6,315.87		
11080.811	Sheriff - Inmate Commissary		2,218.87		106.83
00100.861	**Superior Court**	4,256.23			
00100.861	Superior Court Jury	3,279.07			
00100.891	**Superior Court Clerk**	4,964.29			
00100.231	**Treasurer**	512.57			
	Total	**141,669.95**	**796,858.43**	**42.06**	**106.83**

Report Reconciliation		**Totals**			
Total	**938,528.38**	**General Fund**	**141,712.01**		
Final Check Lists	**938,528.38**	**Other**	**796,965.26**		
Difference	-	**Total**	**938,677.27**	**Use Tax**	**148.89**

Prepared by: COPY

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

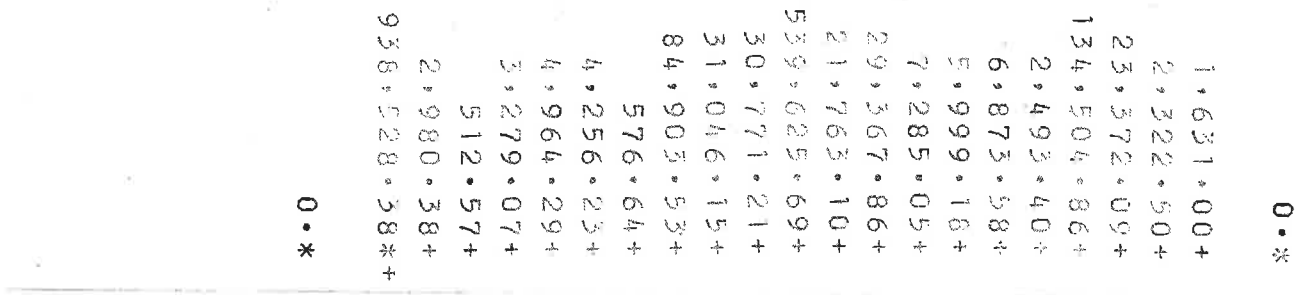
Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
5/9/2023	CHARM-TEX	0316805-IN	moliver	478.00	42.06	478.00
5/9/2023	SWANSONS SERVICES CORP.	1706721	jkoon3	1,125.00	99.00	1,125.00
5/9/2023	SWANSONS SERVICES CORP.	1710068	jkoon3	41.21	3.63	41.21
5/9/2023	SWANSONS SERVICES CORP.	1711988	jkoon	31.21	2.75	31.21
5/9/2023	SWANSONS SERVICES CORP.	1707392	jkoon3	16.42	1.45	16.42
			Totals:	**1,691.84**	**148.89**	**1,691.84**

Final Check List
CLALLAM COUNTY

Assessor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000360	CLALLAM COUNTY ER&R	2023.125E	4/25/2023	VEHICLE RENTAL APRIL	1,381.00	1,381.00
	5/9/2023	0037622	WSACA	PR REG JUNE 2	4/25/2023	REGISTRATION FOR PAM JUI	250.00	250.00
						Sub total for U S BANK:		1,631.00



Final Check List
CLALLAM COUNTY

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0020849	U S BANK	71315702	4/13/2023	SUSAN JOHNSON ELECTION	450.00	
				71316387	4/13/2023	GRETCHEN WEEKS ELECTIC	450.00	
				71451682	4/14/2023	JOSHUA HART ELECTIONS C	450.00	
				0272332446069	4/19/2023	SUSAN JOHNSON PLANE TIC	167.81	
				0272332446070	4/19/2023	GRETCHEN WEEKS PLANE T	167.81	
				0272332446071	4/19/2023	SHOONA RIGGS PLANE TICK	167.81	
				0272332446072	4/19/2023	JOSHUA HART PLANE TICKE	167.81	
				114-8791110-676	4/10/2023	FOUR CASH BOXES	148.08	
				114-7439669-97	4/13/2023	CLEANING SCANNER SHEET	25.01	2,194.33
	5/9/2023	0046683	ODP BUSINESS SOLUTIONS L	307540972001	4/10/2023	STORAGE BOXES, ENVELOP	94.45	
				307545351001	4/10/2023	STAMP	33.72	128.17
						Sub total for U S BANK:		2,322.50

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0001083	OLYMPIC PEN VISITOR BURE	2377	4/26/2023	STRATEGIC PLAN JAN-APRIL	13,333.33	13,333.33
	5/9/2023	0001240	PITNEY BOWES	3317372123	4/26/2023	POSTAGE METER MACHINE I	2,237.62	2,237.62
	5/9/2023	0001615	UNITED WAY OF CLALLAM CC	United Way Jan-	4/26/2023	PERSONNEL SUPPORT FOR	5,200.00	
				United Way Marc	4/26/2023	PERSONNEL SUPPORT FOR	1,008.14	
				United Way Mar-	4/26/2023	PERSONNEL SUPPORT FOR	1,000.00	7,208.14
	5/9/2023	0001632	U S POSTMASTER	Jury 4/26/2023	4/26/2023	1,000 SUMMONS @ .493	493.00	493.00
	5/9/2023	0001961	WA MUNICIPAL CLERKS ASS	CLG 2023	4/26/2023	MEMBERSHIP RENEWAL TO :	100.00	100.00
						Sub total for U S BANK:		23,372.09

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0041869	ABSOLUTE EARTHWORKS	AE Reimb 4-4-23	4/4/2023	ONSITE - SEPTIC PERMIT FE	402.40	402.40
	5/9/2023	0003993	BAILEY SIGNS & GRAPHICS	3256	4/18/2023	ONSITE - SEPTIC WEEK BAN	391.68	391.68
	5/9/2023	0048615	BURGETT, GREG	GB Incentive 4-1	4/14/2023	ONSITE - SEPTIC SYSTEM	162.90	162.90
	5/9/2023	0000360	CLALLAM COUNTY ER&R	2023.119E	4/24/2023	ONSITE - MONTHLY VEHICLE	1,368.00	1,368.00
	5/9/2023	0046683	ODP BUSINESS SOLUTIONS L	304173348001	4/7/2023	ONSITE - OFFICE SUPPLIES	47.43	
				304208690001	4/7/2023	ONSITE - OFFICE SUPPLIES	7.50	
				307929331001	4/7/2023	ONSITE - OFFICE SUPPLIES	-1.75	53.18
	5/9/2023	0003985	REED, JANINE	JR Refund 4-25-	4/25/2023	ONSITE - SEPTIC 101 CLASS	63.48	63.48
	5/9/2023	0001602	SPECTRA LABORATORIES, KI	23-02864	4/25/2023	WATER LAB - WATER SAMPL	35.00	35.00
	5/9/2023	0001641	VERIZON WIRELESS	9931259761-2	3/28/2023	WQ - K KOWAL CELL PHONE	235.45	235.45
	5/9/2023	0046683	ODP BUSINESS SOLUTIONS L	306677091001	4/7/2023	HADM - BINDERS	10.60	10.60
	5/9/2023	0039629	OPPELT, JENNIFER	JO BT 4-19-23	4/19/2023	HADM - BUSINESS MILEAGE	69.76	69.76
	5/9/2023	0000546	EXPRESS SERVICES, INC	28875405	4/12/2023	HOPS - EXTRA HELP EMPLOY	1,925.52	1,925.52
	5/9/2023	0046683	ODP BUSINESS SOLUTIONS L	306705091001	4/7/2023	HOPS - COLD CUPS	123.91	
				306705093001	4/7/2023	HOPS - BOWLS	76.63	
				306677091001-2	4/7/2023	HOPS - BATTERIES, POST-IT	68.73	
				304071554001	4/7/2023	HOPS - ENVELOPES	40.02	
				304060665001	4/7/2023	HOPS - 2 STAPLERS	34.58	343.87
	5/9/2023	0001641	VERIZON WIRELESS	9931259761	3/28/2023	HOPS - J OPPELT CELL PHON	1,168.02	1,168.02
	5/9/2023	0000396	CONCERNED CITIZENS	CC State 3-23	4/24/2023	DDD - STATE CONTRACT - M/	36,818.25	
				1601784	3/31/2023	DDD - MENTORSHIP QA TRAI	9,975.00	
				1601788	3/31/2023	DDD - NEW HIRES - MARCH 2	8,000.00	
				1601785	3/31/2023	DDD - NEW CI REFERRAL - M	6,000.00	60,793.25
	5/9/2023	0001017	MORNINGSIDE INC	MS State 3-23	4/24/2023	DDD - STATE CONTRACT - M/	29,066.25	
				S-INV104809	4/18/2023	DDD - NEW CI REFERRAL - M	2,000.00	31,066.25
	5/9/2023	0017530	PIERCE JONES & ASSOCIATE	PJA State 3-23	4/24/2023	DDD - STATE CONTRACT - M/	36,415.50	36,415.50
						Sub total for U S BANK:		134,504.86

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0020849	U S BANK	155260	4/21/2023	REGISTRATION - PRIMA	500.00	
				32417642	4/21/2023	PRIMA - TAMMY SULLENGER	289.34	
				237975	4/21/2023	PRIMA HOTEL - TOM REYES	289.34	
				9986954	4/21/2023	PRIMA HOTEL RICH SILL	289.34	
				657-993588	4/21/2023	M BACKES HOTEL	220.78	
				469-966755	4/21/2023	D DELAROCHA HOTEL	220.78	
				WAPRO MEMB	4/21/2023	WAPRO MEMB J MAJOR	100.00	
				BBNKZYCP3WH	4/21/2023	C#BBNKZYCP3WH	75.00	
				CCSO PRE EMF	4/21/2023	PRE EMP DRUG SCREEN	59.00	
				03723-25854144	4/21/2023	03723-25854144	58.00	
				03723-26001758	4/21/2023	03723-26001758	55.00	
				296847937	4/21/2023	296847937	29.95	
				297789488	4/21/2023	297789488	29.95	
				297794858	4/21/2023	297794858	24.95	
				297780097	4/21/2023	297780097	24.95	
				TWXOWPCR	4/21/2023	TWXOWPCR	20.00	
				297789487	4/21/2023	297789487	19.95	
				296535158	4/21/2023	296535158	14.95	
				296847938	4/21/2023	296847938	14.95	
				297790112	4/21/2023	297790112	14.95	
				78404S185	4/21/2023	INV 78404S185	14.07	
				003883	4/21/2023	FERRY - M BACKES/D DELAR	13.45	
				055904	4/21/2023	M BACKES/D DELAROCHA FE	13.45	
				24692163087	4/21/2023	24692163087	12.75	2,404.90
	5/9/2023	0048500	DE LA ROCHA, DANA	DD TRNG 23	4/13/2023	BACKGROUND INVEST TRNG	88.50	88.50
						Sub total for U S BANK:		2,493.40

Final Check List
CLALLAM COUNTY

HR Payroll

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000521	EMPLOYMENT SECURITY DEI	1Q2023UNEMP	4/24/2023	1ST QTR 2023 UNEMPLOYME	6,873.58	6,873.58
						Sub total for U S BANK:		6,873.58

Final Check List
CLALLAM COUNTY

IT

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000296	CENTURYLINK	406389122-0419	5/9/2023	FORKS SHERIFF #2	311.82	
				300511193-0419	5/9/2023	FORKS COURTROOM FAX	70.96	
				406493163-0419	5/9/2023	PENCOM RINGDOWN	69.85	
				300561295-0419	5/9/2023	CLALLAM BAY DISPATCH	66.23	518.86
	5/9/2023	0000674	GOVCONNECTION, INC.	73989527	5/9/2023	IT20230331 - CAMTASIA	2,781.47	2,781.47
	5/9/2023	0004211	CENTURYLINK	3604527831-041	5/9/2023	MAIN COURTHOUSE	1,439.63	
				3604529079-041	5/9/2023	PUBLIC HEALTH (3RD ST)	334.12	
				3604574863-042	5/9/2023	JUVIE FAX LINES (3)	306.79	
				3605651032-041	5/9/2023	MODEM POOL	139.88	
				3606832263-041	5/9/2023	SEQUIM SHERIFF #2	104.14	
				3604574397-042	5/9/2023	JUVIE COURTROOM FAX	69.64	
				3606832192-041	5/9/2023	SEQUIM SHERIFF #1	66.88	
				3604576843-042	5/9/2023	JUVIE PHONE SWITCH	63.33	
				3604570323-042	5/9/2023	PA SHOP PHONE SWITCH	63.33	
				3604521625-041	5/9/2023	TELEPHONE SWITCH MAINT	63.33	2,651.07
	5/9/2023	0023718	AT&T	3604574397LD-(	5/9/2023	ATT -- JUVIE COURTROOM LI	47.78	47.78
						Sub total for U S BANK:		5,999.18

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000306	CHARM-TEX	0316805-IN	3/20/2023	DET SUPPLIES	478.00	478.00
	5/9/2023	0000363	CLALLAM COUNTY SHERIFF	C23-013	4/14/2023	DET MEALS	2,943.45	2,943.45
	5/9/2023	0001547	SYSCO FOOD SERVICES OF S	455897105	4/19/2023	DET FOOD & SUPPLIES	665.80	665.80
	5/9/2023	0003688	BURNS, KIMBERLY	042123KB	4/21/2023	TRVL BUS-REIMB	189.35	189.35
	5/9/2023	0017787	DAIRY FRESH FARMS INC	8122310815	4/18/2023	DET FOOD	50.58	50.58
	5/9/2023	0041147	AMERIGAS PROPANE LP	3149458162	4/20/2023	UTILITIES	2,734.97	2,734.97
	5/9/2023	0046683	ODP BUSINESS SOLUTIONS L	303994593001	4/5/2023	OFFICE SUPPLIES	222.90	222.90
						Sub total for U S BANK:		7,285.05

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000087	ANGELES ELECTRIC INC	19922	4/26/2023	2301CH RSTR JV BLD UPDAT	4,925.89	4,925.89
	5/9/2023	0000091	ANGELES MILLWORK & LUMB	329577	4/26/2023	SC PAINT AND SUPPLIES	179.22	
				329913	4/26/2023	CH MISC SHOP SUPPLIES	85.60	
				330027	4/26/2023	SMPK LK PLSNT DRILL BITS I	42.99	
				329868	4/26/2023	2301CH RSTR JV BLD PARTS	37.99	
				329881	4/26/2023	2301CH RSTR JV BLD BRAID	0.33	346.13
	5/9/2023	0000270	CAPTAIN TS	44044	4/26/2023	M UNIFORM POLO SHIRTS, J.	1,115.77	1,115.77
	5/9/2023	0000290	CED/STUSSER - SEATTLE	5948-1033095	4/26/2023	2301CH RSTR JV BLD STAR I	277.42	277.42
	5/9/2023	0000561	FERGUSON ENTERPRISES IN	1465627	4/26/2023	FG PVC & ADAPTERS TO FIX	65.81	
				1472350	4/26/2023	FG RINGS & ADAPTERS TO F	46.96	112.77
	5/9/2023	0000714	HARTNAGEL BLDG SUPPLY IN	851579	4/26/2023	JAIL PAINT SAMPLES	46.39	46.39
	5/9/2023	0001179	PACIFIC OFFICE EQUIPMENT	1120128	4/26/2023	FINANCE DEPT FURNITURE I	15,608.45	15,608.45
	5/9/2023	0001198	PART WORKS INC, THE	INV92508	4/26/2023	2301CH RSTR JV BLD PUSH I	428.41	428.41
	5/9/2023	0001252	PORT ANGELES, CITY OF	48731-101384 3/	4/26/2023	VET MARCH UTIL & GARBAGI	574.91	574.91
	5/9/2023	0001253	PORT ANGELES SOLID WAST	1119038	4/26/2023	CH DUMP FEE	38.80	
				1116905	4/26/2023	FG DUMP FEE	32.98	
				1115217	4/26/2023	CH DUMP FEE	17.46	
				1117054	4/26/2023	SMPK VS TRAIL DUMP FEE	10.00	
				1114981	4/26/2023	CH DUMP FEE	7.68	
				1117952	4/26/2023	CH DUMP FEE	6.65	113.57
	5/9/2023	0001540	SWAIN'S GENERAL STORE IN	311805	4/26/2023	CH PICTURE HANGING KIT &	41.25	
				311344	4/26/2023	DRA MISC HARDWARE, SIGN	38.46	
				311660	4/26/2023	JAIL MISC HARDWARE	1.89	81.60
	5/9/2023	0001576	THURMAN SUPPLY	852888	4/26/2023	FG BELL REDUCER BRASS P.	56.05	56.05
	5/9/2023	0019740	PENINSULA FIRE INC.	68470	4/26/2023	CDJ FIRE SUPPRSN SYST SE	736.15	736.15
	5/9/2023	0041605	HOME DEPOT PRO	741918262	4/26/2023	CH GLOVES PAPER TOWELS	1,111.49	1,111.49
	5/9/2023	0046392	CORRECTIONS TECHNOLOG	2091-A	4/26/2023	2008FAC JL LCK RPR - TAX O	171.48	171.48
	5/9/2023	0046683	ODP BUSINESS SOLUTIONS L	307530871001	4/26/2023	FG TAPE, FOLDERS, OFFICE	57.92	57.92
	5/9/2023	0047100	TRUGREEN & ACTION PEST C	173264991	4/26/2023	FG LAWN SERVICE	3,603.46	3,603.46
						Sub total for U S BANK:		29,367.86

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0001140	OLYMPIC PRINTERS INC	32136	4/26/2023	JUVENILE COR	396.03	396.03
	5/9/2023	0001252	PORT ANGELES, CITY OF	74359-155474 4/	4/26/2023	74359-155474	256.18	256.18
	5/9/2023	0004267	SPOKANE COUNTY SHERIFF,	2350002705	4/26/2023	PERSONAL SERVICE	50.00	50.00
	5/9/2023	0026122	KIESEL, ERIC L, MD, PHD	KIESEL4/26/23	4/26/2023	AUTOPSY	18,925.00	18,925.00
	5/9/2023	0047008	CINCOTTO, KARI	CINCOTTO4/26/	4/26/2023	MILEAGE REIMBURSEMENT	35.89	35.89
	5/9/2023	0048448	PACIFIC NORTHWEST FOREN	4-24-23	4/26/2023	AUTOPSY	2,100.00	2,100.00
						Sub total for U S BANK:		21,763.10

Public Works Roads

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000056	ALPINE PRODUCTS INC	TM-215677	4/17/2023	MAINTENANCE SUPPIES	31,595.52	31,595.52
	5/9/2023	0000091	ANGELES MILLWORK & LUMB	330019	4/24/2023	SUPPLIES -FIELD TRL	41.28	
				329878	4/20/2023	MAINTENANCE SUPPLIES PA	33.71	
				329733	4/18/2023	SUPPLIES -FIELD TRL	21.69	96.68
	5/9/2023	0000244	BRUCH & BRUCH CONSTRUC	C1256 EST 6	12/5/2022	C1256 ESTIMATE 6	299,700.96	299,700.96
	5/9/2023	0000245	BRUCH & BRUCH TRUST	C1256 EST 6R	12/5/2022	C1256 ESTIMATE 6 RETAINAC	15,773.74	15,773.74
	5/9/2023	0000360	CLALLAM COUNTY ER&R	2023.120E	4/24/2023	04/2023 EQUIPMENT RENT	141,240.78	141,240.78
	5/9/2023	0000546	EXPRESS SERVICES, INC	28900856-10101	4/19/2023	EXPRESS EMPLOYMENT 04/	4,106.70	4,106.70
	5/9/2023	0000709	HARBOR SAW & SUPPLY	749253	4/20/2023	MAINTENANCE SUPPLIES-LC	104.36	104.36
	5/9/2023	0000885	LAKESIDE INDUSTRIES, INC	226462	3/31/2023	MAINTENANCE SUPPLIES AS	11,147.59	
				228632	4/22/2023	LAKESIDE ASPHALT -SQ	8,576.81	
				227966	4/15/2023	MAINTENANCE SUPPLIES AS	1,763.32	
				228630	4/22/2023	LAKESIDE SHINE ASPHALT P	1,718.70	
				227965	4/15/2023	SUPPLIES EZ STREET ASPHA	161.57	
				228631	4/22/2023	LAKESIDE EZ STREET ASPHA	158.30	23,526.29
	5/9/2023	0001300	PUBLIC UTILITY DISTRICT	110606-042023	4/20/2023	03/21-04/19 SCENIC OVERLO	107.74	107.74
	5/9/2023	0001540	SWAIN'S GENERAL STORE IN	311784	4/24/2023	SUPPLIES ENGINEERS	193.49	
				311582	4/18/2023	MAINTENANCE SUPPLIES-PA	41.21	234.70
	5/9/2023	0001871	AMB TOOLS & EQUIPMENT, IN	T333180	4/12/2023	MAINTENANCE SUPPLIES-PA	110.30	110.30
	5/9/2023	0017663	ARAMARK UNIFORM SVCS IN	5120230030	4/25/2023	LAUNDRY SERVICE-PA	16.32	16.32
	5/9/2023	0021386	STAPLES ADVANTAGE	3536188630	4/17/2023	OFFICE SUPPLIES-PA	70.17	70.17
	5/9/2023	0041163	FICKETT STRUCTURAL SOLU	22060.03-02	4/21/2023	FICHETT STRUCTURAL SERV	12,342.71	
				22060.0102-02	4/21/2023	FICKETT STRUCTURAL SERV	1,950.36	14,293.07
	5/9/2023	0044225	IRVEN, LANCE AND KRISTEN	IRVENFENCE23	4/25/2023	IRVEN REIMBURSEMENT -FE	8,648.36	8,648.36
						Sub total for U S BANK:		539,625.69

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000091	ANGELES MILLWORK & LUMB	330170	4/25/2023	Propane - PA 830	29.16	29.16
	5/9/2023	0000225	BRABER EQUIPMENT LTD	3028986	4/19/2023	Flail Blades - PA Stores	4,138.30	
				3028989	4/19/2023	Flail Axe Bushing - PA Stores	1,848.70	5,987.00
	5/9/2023	0000555	FASTENAL COMPANY	WAPOR92785	4/13/2023	Ic Wb White - PA	184.69	184.69
	5/9/2023	0000772	INDUSTRIAL HYDRAULICS IN(	A342997	4/14/2023	Orb Seals, Crimp Fitting - LC	66.62	66.62
	5/9/2023	0000848	PAPE KENWORTH NORTHWE	11845785	4/6/2023	Brake Chambers - SQ 205	444.49	
				11874856	4/20/2023	Brake Clutchs - PA Stores	291.70	
				11873827	4/19/2023	Hub Seals - PA Stores	221.40	
				11867169	4/17/2023	WS-24 Wheel Spe - PA 204	185.22	
				11870688	4/18/2023	Askets and Hub Seals - PA	108.66	1,251.47
	5/9/2023	0001187	PAPE MACHINERY INC	14304772	3/30/2023	Cover,CapScrew,Washer,Retai	1,560.37	
				14334967	4/12/2023	OilFltr,FuleFltr, Elements - PA 1	708.64	
				14302919	4/3/2023	Tie Rod End - PA 416	213.66	
				14304700	3/28/2023	Cap Screw, Washer, Retainer -	3.22	2,485.89
	5/9/2023	0001255	PRICE FORD LINCOLN MERC	5048212	4/21/2023	Rear Axle Oil - PA Stores	547.73	
				5048210	4/21/2023	Headlamp ASY - PA 139	489.37	
				686433/1	4/13/2023	Windshield Replacement - PA 1	250.81	
				5048237	4/24/2023	Oil Seal Asy - PA MP203	14.12	1,302.03
	5/9/2023	0001300	PUBLIC UTILITY DISTRICT	21685-04242023	4/24/2023	Electric Utility Charges-51 Bedr	827.68	827.68
	5/9/2023	0001307	PULLTARPS MFG	251313	4/12/2023	Asphalt Tarp - PA 204	415.13	415.13
	5/9/2023	0001551	TACOMA SCREW PRODUCTS	140075506-00	4/20/2023	Wire Lock Pins - PA	14.99	14.99
	5/9/2023	0001781	WHITEHEADS AUTO PARTS IN	254217	4/18/2023	Air and Fuel Filters - LC	95.93	
				253497	4/10/2023	Armorall, Glass Whipes - LC	17.03	
				254218	4/18/2023	Wire Kit - LC 415	15.56	
				254389	4/20/2023	Switch and Fitting - LC 415	11.27	
				254231	4/18/2023	4Wr Fl Extn Conn - LC 415	6.83	146.62
	5/9/2023	0004448	DAREN'S POINT S TIRE & AUT	0092640	4/18/2023	245/55R18 - PA stores	177.26	
				0093015	4/18/2023	Tire Repair - PA 130	130.23	307.49
	5/9/2023	0017663	ARAMARK UNIFORM SVCS IN	5120230028	4/25/2023	Laundry Services - PA	19.58	19.58

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0022435	RACE STREET AUTO PARTS	628991-23	4/24/2023	Disk Pad, Brake Rotors - PA MF	581.69	
				628148-23	4/17/2023	Air intake Heater - PA 180	452.79	
				628554-32	4/19/2023	Brake Rotor, Brake Pads - PA 6	150.72	
				627575-23	4/12/2023	Lighting - PA Stores	149.80	
				629084	4/24/2023	Ign Lock Cylinder - PA 104	103.29	
				628460-23	4/19/2023	Blister Pack Capsules - PA S32	68.52	
				328154	4/17/2023	Gasket Set - PA 180	52.46	1,559.27
	5/9/2023	0042561	ALL BATTERY SALES & SERVI	2207557	4/25/2023	Battery - PA Stores	313.24	313.24
	5/9/2023	0042872	PROPANE NORTHWEST	1509998113	4/18/2023	Propane - LC	330.38	330.38
	5/9/2023	0043469	PETROCARD	0482376-IN	4/24/2023	Unleaded - CH	12,192.69	
				0842488-IN	4/23/2023	Unleaded - LC	3,337.28	15,529.97
						Sub total for U S BANK:		30,771.21

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000074	AM TEST, INC.	133105	4/27/2023	SAMPLE TESTING WWTP	500.00	
				133106	4/27/2023	SAMPLE TESTING WWTP	190.00	690.00
	5/9/2023	0000360	CLALLAM COUNTY ER&R	2023.123E	4/24/2023	04/2023 EQUIPMENT RENT	958.48	958.48
	5/9/2023	0000361	CLALLAM COUNTY ROAD DEI	2023.029R	4/22/2023	03/16/23-04/15/23 EMPLOYEE	881.55	881.55
	5/9/2023	0027283	COAST CONTROLS AND AUT(	00054678	4/19/2023	ANNUAL PLANT FLOW METEI	841.65	841.65
	5/9/2023	0047165	OLDCASTLE INFRASTRUCTUI	010262553	2/17/2023	OLDCASTLE INFRASTRUCTU	11,565.90	11,565.90
	5/9/2023	0045452	WILSON ENGINEERING LLC	17216	8/22/2022	CLALLAM BAY SEWER VAULE	8,104.00	
				17290	9/26/2022	CLALLAM BAY SEWER VAULE	7,152.00	15,256.00
	5/9/2023	0000546	EXPRESS SERVICES, INC	28900856-43401	4/19/2023	04/10-04/16 EXPRESS BB CR(	643.86	643.86
	5/9/2023	0000360	CLALLAM COUNTY ER&R	2023.124E	4/24/2023	04/2023 EQUIPMENT RENT	79.01	79.01
	5/9/2023	0000361	CLALLAM COUNTY ROAD DEI	2023.030R	4/22/2023	03/16/23-04/15/23 EMPLOYEE	129.70	129.70
						Sub total for U S BANK:		31,046.15

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000159	BOB BARKER CO INC	#INV1881772	3/7/2023	INMATE COMMISSARY ITEMS	577.74	577.74
	5/9/2023	0000268	WAVE BUSINESS	1032293-02-Apr	4/1/2023	CABLE - INMATES	333.62	333.62
	5/9/2023	0000268	WAVE BUSINESS	1032290-02-Apr	4/1/2023	CABLE - CCSO & JAIL	286.32	286.32
	5/9/2023	0000268	WAVE BUSINESS	1240306-01-Apr	4/1/2023	INTERNET - EDWARDS RD	132.07	132.07
	5/9/2023	0000360	CLALLAM COUNTY ER&R	2023.105E	4/21/2023	MILEAGE	47,201.73	
				2023.128E	4/24/2023	RENTAL OF CHAIN GANG VEI	3,800.00	
				2023.113E	4/17/2023	LABOR ON A SAR VEHICLES	462.00	
				2023.109E	4/17/2023	FUEL FOR CHAIN GANG & SA	201.55	51,665.28
	5/9/2023	0000672	GOOD SOURCE	SI0548265	2/20/2023	FOOD	3,556.50	
				SI0548241	2/20/2023	FOOD	726.00	4,282.50
	5/9/2023	0001140	OLYMPIC PRINTERS INC	32107	4/19/2023	PERSONALIZED GREETING C	523.33	523.33
	5/9/2023	0001179	PACIFIC OFFICE EQUIPMENT	1119158	3/30/2023	OFFICE FURNITURE	10,457.31	
				1120036	3/31/2023	OFFICE FURNITURE	1,630.91	
				1120037	3/31/2023	OFFICE FURNITURE	715.90	12,804.12
	5/9/2023	0001440	SHERIFF REVOLVING FUND	5014	1/5/2023	CLALLAM COUNTY AUDITOR	1,031.50	1,031.50
	5/9/2023	0001540	SWAIN'S GENERAL STORE IN	J18854	4/14/2023	AMMUNITION FOR FIREARMS	516.58	
				310773	3/28/2023	LOCKS FOR NICHOLAS RD	201.12	
				310750	3/28/2023	UNIFORM - FINLEY	184.82	902.52
	5/9/2023	0001543	SWANSONS SERVICES CORP	1706721	4/6/2023	INDIGENT PACKS	1,125.00	
				1710068	4/6/2023	INDIGENT PACKS	41.21	
				1711988	4/13/2023	INDIGENT PACKS	31.21	
				1707392	3/30/2023	INDIGENT PACKS	16.42	1,213.84
	5/9/2023	0001579	TIME KEEPING SYSTEMS, INC	383034	3/9/2023	PIPE REPAIR	125.00	125.00
	5/9/2023	0001650	VIKING SEW & VAC	565044	4/12/2023	GUSSETS IN OVERALLS	38.08	38.08
	5/9/2023	0001714	WA ST DEPT OF NATURAL RE	4900/010016750	4/3/2023	STRIPED PEAK SIT RENTAL, I	4,209.57	4,209.57
	5/9/2023	0001828	NIKOLA ENGINEERING INC	48763	4/20/2023	END POINTS	1,179.20	1,179.20
	5/9/2023	0004211	CENTURYLINK	206-T01-0387-A	4/16/2023	DATA CONNECTION	336.06	
				360-457-9044-A	4/14/2023	TELEPHONE SERVICE	69.64	
				360-457-2911-A	4/14/2023	TELEPHONE SERVICE	69.64	
				206-Z14-0050-A	4/14/2023	TELEPHONE SERVICE	69.06	544.40
	5/9/2023	0021606	WATCH SYSTEMS LLC	56827	4/6/2023	COMMUNITY NOTIFICATION	62.43	62.43
	5/9/2023	0041804	FILEONQ INC	10872	5/1/2023	PROPERTY & EVIDENCE SOF	540.74	540.74
	5/9/2023	0042897	BEAVERS, RAY	042123	4/21/2023	CANDY FOR THE INMATES F(	93.67	93.67
	5/9/2023	0044927	TEGRIA SERVICES GROUP US	CT2972	4/11/2023	RECURRING EPIC SUPPORT	2,177.86	2,177.86

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0044985	STOP STICK LTD	0028674-IN	3/29/2023	STOP STICK KITS	2,088.96	2,088.96
	5/9/2023	0045809	CHORLEY, JUSTINE	042623	4/26/2023	MILEAGE MEETING NEAH BA	90.78	90.78
						Sub total for U S BANK:		84,903.53

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0048022	SOUND INPATIENT PHYSICIAN	ZALRE8M	4/26/2023	INMATE MEDICAL	115.24	
				ZALRE8Q	4/26/2023	INMATE MEDICAL	115.24	
				ZALRE8S	4/26/2023	INMATE MEDICAL	79.28	
				ZALBCU8	4/26/2023	INMATE MEDICAL	79.28	
				ZALRE8O	4/26/2023	INMATE MEDICAL	46.90	
				ZAL5UQU	4/26/2023	INMATE MEDICAL	46.90	
				ZAL1VI0	4/26/2023	INMATE MEDICAL	46.90	
				ZALJHJY	4/26/2023	INMATE MEDICAL	46.90	576.64
						Sub total for U S BANK:		576.64

Superior Court

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000494	DRAKES U-BAKE PIZZA & SUE	DRAKE1860512	4/26/2023	4/18/23: 23-1-00036-05, ST. V.	209.07	209.07
	5/9/2023	0001037	MUSCATEL, KENNETH, PHD	3213	4/26/2023	22-1-00278-05, ST. V. VALENZ	2,000.00	2,000.00
	5/9/2023	0001148	OLYMPIC SPRINGS INC	356770	4/26/2023	3/31/23-WATER FOR JURY RC	58.43	58.43
	5/9/2023	0001179	PACIFIC OFFICE EQUIPMENT	1119389	4/26/2023	3/2023-CONTRACT COST RAT	78.98	
				1119391	4/26/2023	4/2023-CONTRACT BASE RAT	27.20	
				1119387	4/26/2023	4/2023-CONTRACT BASE RAT	27.20	
				1119392	4/26/2023	3/2023-CONTRACT COST RAT	21.06	
				1119390	4/26/2023	4/2023-CONTRACT BASE RAT	17.41	
				1119388	4/26/2023	3/2023-CONTRACT COST RAT	5.37	177.22
	5/9/2023	0002298	JOHN D BLACK, PLLC	004M	4/26/2023	21-1-00363-05, ST. V. MORRIS	750.00	750.00
	5/9/2023	0034723	HANEY INVESTIGATION SERV	HAN1860513	4/26/2023	22-1-00295-05, ST. V. BURKS,	1,022.00	1,022.00
	5/9/2023	0046965	WARREN, MICHELLE	WAR1860523	4/26/2023	4/17/23-DEPENDENCY 101 CL	23.09	23.09
	5/9/2023	0047066	MUNOZ MCCORMICK, RACHE	MUNOZ186051S	4/26/2023	4/17/23-TRAVEL REIMBURSEI	16.42	16.42
						Sub total for U S BANK:		4,256.23

Final Check List
CLALLAM COUNTY

Clerk

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0027983	HYLAND SOFTWARE INC	LE01-299930	4/25/2023	EAC 3/15/23 -4/15/23 E-FILING	305.90	305.90
	5/9/2023	0046273	BROOKS, RICHARD	01-1-00272-3	4/25/2023	BLAKE LFO REFUND	763.39	763.39
	5/9/2023	0048610	CHARLES, RUSSELL	CCR11723	4/25/2023	BLAKE LFO REFUND - DIST C	650.00	650.00
	5/9/2023	0048611	SASTICUM, JOSEPH	CR21333	4/25/2023	BLAKE LFO REFUND - DIST C	700.00	700.00
	5/9/2023	0048612	NELSON, SIMONE	95-1-00163-6	4/25/2023	BLAKE LFO REFUND	987.50	
				98-1-00046-4	4/25/2023	BLAKE LFO REFUND	922.50	
				15732	4/25/2023	BLAKE LFO REFUND - DIST C	635.00	2,545.00
						Sub total for U S BANK:		4,964.29

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0002159	JOHNSON, BETTY	SUPCT2379397	4/1/2023	JURY PAYMENT	26.38	26.38
	5/9/2023	0029052	HORST, LEONARD	SUPCT2379596	4/1/2023	JURY PAYMENT	21.14	21.14
	5/9/2023	0041069	LIBERA, LADIS	SUPCT2377276	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0042219	CLARK, MARY	SUPCT2380557	4/1/2023	JURY PAYMENT	23.10	23.10
	5/9/2023	0042329	GATES, LEE	SUPCT2381848	4/1/2023	JURY PAYMENT	39.48	39.48
	5/9/2023	0042976	BRUSSEAU, ALLEN	SUPCT2381024	4/1/2023	JURY PAYMENT	20.48	20.48
	5/9/2023	0043044	HUTCHISON, DIANE	SUPCT2377432	4/1/2023	JURY PAYMENT	33.58	33.58
	5/9/2023	0043072	MAY, LISA	SUPCT2377844	4/1/2023	JURY PAYMENT	10.66	10.66
	5/9/2023	0043138	MEYERS, GAY	SUPCT2379451	4/1/2023	JURY PAYMENT	19.17	19.17
	5/9/2023	0044301	DAMMARELL, DOUGLAS	SUPCT2377190	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0044372	MCALISTER, GAYLE	SUPCT2377007	4/1/2023	JURY PAYMENT	46.20	46.20
	5/9/2023	0045132	COLLINS, CASEY	SUPCT2380962	4/1/2023	JURY PAYMENT	33.58	33.58
	5/9/2023	0045177	TAYLOR, VINCENT	SUPCT2377209	4/1/2023	JURY PAYMENT	32.27	32.27
	5/9/2023	0048511	TOTH, KRISTI	SUPCT2379726	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048512	BOBRYCKI, MICHAEL	SUPCT2376923	4/1/2023	JURY PAYMENT	20.00	20.00
	5/9/2023	0048513	ANDERSON, JOSEPH	SUPCT2380948	4/1/2023	JURY PAYMENT	15.24	15.24
	5/9/2023	0048514	UNRUH, LEVI	SUPCT2382089	4/1/2023	JURY PAYMENT	13.93	13.93
	5/9/2023	0048515	VADIMSKY, SUSAN	SUPCT2378916	4/1/2023	JURY PAYMENT	10.00	10.00
	5/9/2023	0048516	VAN DAMME, STEFAAN	SUPCT2379439	4/1/2023	JURY PAYMENT	28.34	28.34
	5/9/2023	0048517	WALKER, KATHERINE	SUPCT2378818	4/1/2023	JURY PAYMENT	34.89	34.89
	5/9/2023	0048518	WALZ, ALICIA	SUPCT2381928	4/1/2023	JURY PAYMENT	11.97	11.97
	5/9/2023	0048519	WARDER, KELLEEN	SUPCT2378148	4/1/2023	JURY PAYMENT	10.00	10.00
	5/9/2023	0048520	WEGMANN, JOHN	SUPCT2377370	4/1/2023	JURY PAYMENT	35.72	35.72
	5/9/2023	0048521	WEGMANN, MARY	SUPCT2379300	4/1/2023	JURY PAYMENT	19.17	19.17
	5/9/2023	0048522	WHITTEN, BILLY	SUPCT2381749	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048523	ZECH, HOLLY	SUPCT2379901	4/1/2023	JURY PAYMENT	13.28	13.28
	5/9/2023	0048524	BOWMAN, DARLA	SUPCT2380324	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048525	BRADSHAW, ROBERTA	SUPCT2380820	4/1/2023	JURY PAYMENT	14.59	14.59
	5/9/2023	0048526	BROWN, JAMES	SUPCT2378824	4/1/2023	JURY PAYMENT	64.54	64.54
	5/9/2023	0048527	BURTNER, ELIZABETH	SUPCT2380452	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048528	CAREY, DON	SUPCT2381517	4/1/2023	JURY PAYMENT	19.17	19.17
	5/9/2023	0048529	CHILTON, ANITA	SUPCT2380056	4/1/2023	JURY PAYMENT	25.07	25.07
	5/9/2023	0048530	CLARK, JOSETTE	SUPCT2382036	4/1/2023	JURY PAYMENT	24.41	24.41
	5/9/2023	0048531	CLIBURN, ANN	SUPCT2379542	4/1/2023	JURY PAYMENT	27.03	27.03

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0048532	ANDRUS, JAMILA	SUPCT2377377	4/1/2023	JURY PAYMENT	10.00	10.00
	5/9/2023	0048533	COOPER, GEORGE	SUPCT2379185	4/1/2023	JURY PAYMENT	36.20	36.20
	5/9/2023	0048534	COULTAS, CAITLIN	SUPCT2380938	4/1/2023	JURY PAYMENT	22.62	22.62
	5/9/2023	0048535	COX, JASON	SUPCT2377601	4/1/2023	JURY PAYMENT	12.62	12.62
	5/9/2023	0048536	DAVIES, ELIZABETH	SUPCT2380538	4/1/2023	JURY PAYMENT	33.58	33.58
	5/9/2023	0048537	DE MOTT, VICKIE	SUPCT2381927	4/1/2023	JURY PAYMENT	12.62	12.62
	5/9/2023	0048538	DELABARRE, DELBERT	SUPCT2377514	4/1/2023	JURY PAYMENT	28.34	28.34
	5/9/2023	0048539	DELL, SHANON	SUPCT2379213	4/1/2023	JURY PAYMENT	32.27	32.27
	5/9/2023	0048540	EDGEMON, ALVIN	SUPCT2380583	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048541	ARROYO, ERNESTO	SUPCT2380205	4/1/2023	JURY PAYMENT	41.44	41.44
	5/9/2023	0048542	ELLIOTT, JOEL	SUPCT2381436	4/1/2023	JURY PAYMENT	13.28	13.28
	5/9/2023	0048543	ELOFSON, TRUDI	SUPCT2379892	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048544	EVERS, CHRISTINA	SUPCT2376973	4/1/2023	JURY PAYMENT	59.30	59.30
	5/9/2023	0048545	EVESLAGE, CARRIE	SUPCT2381395	4/1/2023	JURY PAYMENT	30.96	30.96
	5/9/2023	0048546	EYKEMANS, BARTHOLOMEUS	SUPCT2380254	4/1/2023	JURY PAYMENT	19.83	19.83
	5/9/2023	0048547	FOGARTY, CHELSEA	SUPCT2380245	4/1/2023	JURY PAYMENT	14.59	14.59
	5/9/2023	0048548	GARRISON, JANICE	SUPCT2377020	4/1/2023	JURY PAYMENT	72.40	72.40
	5/9/2023	0048549	GRAHAM, SKYLER	SUPCT2378233	4/1/2023	JURY PAYMENT	23.10	23.10
	5/9/2023	0048550	GRINNELL, TERRI	SUPCT2381303	4/1/2023	JURY PAYMENT	34.41	34.41
	5/9/2023	0048551	AUSTIN, ALAN	SUPCT2377789	4/1/2023	JURY PAYMENT	11.97	11.97
	5/9/2023	0048552	HARTMAN, CHRISTINA	SUPCT2379059	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048553	HELGESON, TREVOR	SUPCT2380991	4/1/2023	JURY PAYMENT	19.83	19.83
	5/9/2023	0048554	HOWELL, GARY	SUPCT2378191	4/1/2023	JURY PAYMENT	33.58	33.58
	5/9/2023	0048555	JACOBSON, STANLEY	SUPCT2382011	4/1/2023	JURY PAYMENT	32.27	32.27
	5/9/2023	0048556	JENKINS, KYLE J	SUPCT2377481	4/1/2023	JURY PAYMENT	33.10	33.10
	5/9/2023	0048557	JOHNSON, JOHANNA	SUPCT2380359	4/1/2023	JURY PAYMENT	34.89	34.89
	5/9/2023	0048558	JOHNSON STIMBERT, CHEYE	SUPCT2378717	4/1/2023	JURY PAYMENT	13.28	13.28
	5/9/2023	0048559	BACKE, STEPHEN	SUPCT2380537	4/1/2023	JURY PAYMENT	64.54	64.54
	5/9/2023	0048560	JULANDER, DALE	SUPCT2378070	4/1/2023	JURY PAYMENT	19.83	19.83
	5/9/2023	0048561	KAWCZYNSKI, KATHRYN	SUPCT2378276	4/1/2023	JURY PAYMENT	27.86	27.86
	5/9/2023	0048562	KNUDSEN, ANDREW	SUPCT2381601	4/1/2023	JURY PAYMENT	28.34	28.34
	5/9/2023	0048563	KRUTILLA, KIM	SUPCT2378412	4/1/2023	JURY PAYMENT	23.76	23.76
	5/9/2023	0048564	LAWLER, KEITH	SUPCT2379626	4/1/2023	JURY PAYMENT	22.45	22.45
	5/9/2023	0048565	LIBERA, SHARLA	SUPCT2376922	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048566	LILYQUIST, FOLKE	SUPCT2377801	4/1/2023	JURY PAYMENT	34.89	34.89

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0048567	LONG, VICKI	SUPCT2378695	4/1/2023	JURY PAYMENT	33.58	33.58
	5/9/2023	0048568	LORESCH, JACOB	SUPCT2377909	4/1/2023	JURY PAYMENT	64.54	64.54
	5/9/2023	0048569	BAUSHER, ANNA	SUPCT2376978	4/1/2023	JURY PAYMENT	32.27	32.27
	5/9/2023	0048570	LUSK, SHANE	SUPCT2382037	4/1/2023	JURY PAYMENT	16.55	16.55
	5/9/2023	0048571	MATSON, JOYCE	SUPCT2380086	4/1/2023	JURY PAYMENT	25.72	25.72
	5/9/2023	0048572	MCCARTNEY, TERRENCE	SUPCT2381561	4/1/2023	JURY PAYMENT	10.00	10.00
	5/9/2023	0048573	MCLAUGHLIN, LORI	SUPCT2381228	4/1/2023	JURY PAYMENT	27.03	27.03
	5/9/2023	0048574	MICHALEK, MICHAEL	SUPCT2381750	4/1/2023	JURY PAYMENT	59.30	59.30
	5/9/2023	0048575	MILHOUSE, PURITY	SUPCT2377815	4/1/2023	JURY PAYMENT	59.30	59.30
	5/9/2023	0048576	MILLER, FRANCINE	SUPCT2378235	4/1/2023	JURY PAYMENT	38.34	38.34
	5/9/2023	0048577	BEIGHLE, BEVERLY	SUPCT2380124	4/1/2023	JURY PAYMENT	29.65	29.65
	5/9/2023	0048578	MILLER, PENNY	SUPCT2379320	4/1/2023	JURY PAYMENT	21.31	21.31
	5/9/2023	0048579	MOAK-GYORI, SANDRA	SUPCT2379470	4/1/2023	JURY PAYMENT	10.00	10.00
	5/9/2023	0048580	MUNCEY, PAUL	SUPCT2380175	4/1/2023	JURY PAYMENT	30.96	30.96
	5/9/2023	0048581	MYERS, CATHERINE	SUPCT2378646	4/1/2023	JURY PAYMENT	34.89	34.89
	5/9/2023	0048582	NESSE, ANNETTE	SUPCT2381708	4/1/2023	JURY PAYMENT	51.44	51.44
	5/9/2023	0048583	OHARA, LOU	SUPCT2380740	4/1/2023	JURY PAYMENT	34.89	34.89
	5/9/2023	0048584	OKEEFE, JOHN	SUPCT2379983	4/1/2023	JURY PAYMENT	37.51	37.51
	5/9/2023	0048585	PAGE, SHANNON	SUPCT2380713	4/1/2023	JURY PAYMENT	27.86	27.86
	5/9/2023	0048586	PARCELL, DANIEL	SUPCT2378713	4/1/2023	JURY PAYMENT	59.30	59.30
	5/9/2023	0048587	PARKS, MARILYN	SUPCT2379843	4/1/2023	JURY PAYMENT	25.72	25.72
	5/9/2023	0048588	BENBOW, ROSANNA	SUPCT2378772	4/1/2023	JURY PAYMENT	54.06	54.06
	5/9/2023	0048589	PAULLUS, MONIQUE	SUPCT2382032	4/1/2023	JURY PAYMENT	16.55	16.55
	5/9/2023	0048590	PETERS, VERNON	SUPCT2377097	4/1/2023	JURY PAYMENT	11.31	11.31
	5/9/2023	0048591	PHILLIPS, HARRY	SUPCT2379920	4/1/2023	JURY PAYMENT	34.89	34.89
	5/9/2023	0048592	PICKER, MARCH	SUPCT2380554	4/1/2023	JURY PAYMENT	43.58	43.58
	5/9/2023	0048593	PLUTE, SUMMER	SUPCT2380251	4/1/2023	JURY PAYMENT	21.79	21.79
	5/9/2023	0048594	PRICE, GARY	SUPCT2377723	4/1/2023	JURY PAYMENT	30.96	30.96
	5/9/2023	0048595	ROST, JUDITH	SUPCT2381286	4/1/2023	JURY PAYMENT	49.30	49.30
	5/9/2023	0048596	SAMPERI FERDIG, LAURA	SUPCT2380054	4/1/2023	JURY PAYMENT	30.96	30.96
	5/9/2023	0048597	SCHOW, DONNA	SUPCT2379524	4/1/2023	JURY PAYMENT	24.41	24.41
	5/9/2023	0048598	SHAW, WILLIAM	SUPCT2377457	4/1/2023	JURY PAYMENT	23.93	23.93
	5/9/2023	0048599	BEVERING, KATARINA	SUPCT2379091	4/1/2023	JURY PAYMENT	30.96	30.96
	5/9/2023	0048600	SHELLUM, SCHERRY	SUPCT2378872	4/1/2023	JURY PAYMENT	15.24	15.24
	5/9/2023	0048601	SINNES, DANIEL	SUPCT2377987	4/1/2023	JURY PAYMENT	20.00	20.00

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0048602	STOKES, SANDRA	SUPCT2378857	4/1/2023	JURY PAYMENT	20.00	20.00
	5/9/2023	0048603	SWIER, SHARON	SUPCT2381806	4/1/2023	JURY PAYMENT	36.20	36.20
	5/9/2023	0048604	TANNER, JOLENE	SUPCT2377578	4/1/2023	JURY PAYMENT	32.93	32.93
	5/9/2023	0048605	TAYLOR, LINDA	SUPCT2377557	4/1/2023	JURY PAYMENT	31.62	31.62
	5/9/2023	0048606	TEIG, KAREN	SUPCT2378139	4/1/2023	JURY PAYMENT	111.70	111.70
	5/9/2023	0048607	THOMPSON, JNELL	SUPCT2377141	4/1/2023	JURY PAYMENT	20.48	20.48
						Sub total for U S BANK:		3,279.07

Final Check List
CLALLAM COUNTY

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	5/9/2023	0000023	ADVANCED TRAVEL	0423 WPTA NAC	4/26/2023	REIMBURSE ADV TRAVEL ISS	450.00	450.00
	5/9/2023	0048421	NAGEL, SHAYLA	0423 WPTA NAC	4/26/2023	WPTA CONFERENCE	62.57	62.57
						Sub total for U S BANK:		512.57

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	4/26/2023	0030417	FERRELLGAS	MS0748 4/26/23	4/26/2023	UTILITIES	354.44	354.44
	4/26/2023	0019516	LINDE PRICE FUNERAL SERV	HM7764 4/26/23	4/26/2023	DEATH BENIFIT	800.00	800.00
	4/26/2023	0001252	PORT ANGELES, CITY OF	KE7278 4/26/23	4/26/2023	UTILITIES	265.86	265.86
	4/26/2023	0001300	PUBLIC UTILITY DISTRICT	TB7322 4/26/23	4/26/2023	UTILITIES	210.08	210.08
	4/26/2023	0020849	U S BANK	HJ6311 4/26/23	4/26/2023	FUEL	150.00	
				SD0379 4/26/23	4/26/2023	FOOD	150.00	
				ZT0109 4/26/23	4/26/2023	FOOD	150.00	
				AT4817 4/26/23	4/26/2023	FOOD	100.00	
				DR7414 4/26/23	4/26/2023	FOOD	100.00	
				GA1302 4/26/23	4/26/2023	FOOD	100.00	
				HG1393 4/26/23	4/26/2023	FOOD	100.00	
				RA5095 4/26/23	4/26/2023	FOOD	100.00	
				RD5090 4/26/23	4/26/2023	FUEL	100.00	
				UA6931 4/26/23	4/26/2023	FOOD	100.00	
				WK7511 4/26/23	4/26/2023	FOOD	100.00	
				WS7621 4/26/23	4/26/2023	FOOD	100.00	1,350.00
						Sub total for U S BANK:		2,980.38

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BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of May 1 – 5, 2023

MAY 09 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, May 1, 2023. Present were Commissioners Ozias, Johnson, and French and Deputy Administrator Reyes. Administrator Sill was excused.

Items of discussion per the agenda published April 27 were:

- Calendar/Correspondence
- Authorizing an expenditure from the Clallam County Heritage Advisory Fund
- Emergency Operations Center discussion
- Superior Court request to modify the classification of the Therapeutic Court Administrative Assistant position
- Pre-application questionnaire with Department of Ecology for solid waste financial assistance – Planning and implementation/$78,750
- Pre-application questionnaire with Department of Ecology for solid waste financial assistance – solid waste enforcement/$133,390
- Resolution establishing salary and benefits for elected officials
- Resolution calling for a hearing on the sale of surplus property
- Agreement with State of Washington Tourism for the Tourism Sustainability Grant for Robin Hill Farm
- Agreement with Afton Tickets, Inc. for Clallam County Fair ticketing services
- Agreement with Wetherholt and Associates, Inc. for roof design consulting services
- Discuss the over budget bid of the EV Charging Stations Project
- Pre-application questionnaire with Department of Ecology for solid waste management project funding
- Resolution authorizing expenditures from the Conservation Futures Fund for approved 2023 applications
- Pre-application questionnaire with Department of Ecology for Shoreline Northwest Straits Grant
- Indigent Remains Program discussion
- North Olympic Regional Veteran's Housing Network funding discussion
- Serenity House of Clallam County funding discussion
- Board of Equalization overview – pulled due to time constraints

The meeting recessed at 1 p.m. and continued to a BOCC Special Meeting – Board of Equalization at 1 p.m. The Board of Commissioners work session will be continued after the Special Meeting has been concluded.

BOCC SPECIAL MEETING – BOARD OF EQUALIZATION

This Special Meeting is being held to discuss and determine the final disposition of the Board of Equalization board order recommendations forwarded by the Board of Equalization Hearing Examiners to the Board of Commissioners pursuant to RCW 84.48.014.

The Board convened in open session at 1:04 p.m. to discuss and determine the final disposition of the Board of Equalization board order recommendations. Present were Commissioners Ozias, Johnson, and French.

The meeting recessed at 1:06 p.m. and reconvened at 1:10 p.m.

2022-27 Smith

The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.

ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Smith 2022-27, CMFs, mc

DRAFT

2022-185 Whittall
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Whittall 2022-185, CMFs, mc

2022-70 Lemons
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Lemons 2022-70, CMFs, mc

2022-74 Hammond
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Hammond 2022-74, CMFs, mc

2022-169 Valentine/Stonington
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Valentine/Stonington 2022-169, CMFs, mc

2022-196 Tissot
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Tissot 2022-196, CMFs, mc

2022-205 Dumont
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Dumont 2022-205, CMFs, mc

2022-208 Meyers
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Meyers 2022-208, CMFs, mc

2022-213 Cessna
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Cessna 2022-213, CMFs, mc

DRAFT

2022-216 Irby
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Irby 2022-216, CMFs, mc

2022-217 Williams
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Williams 2022-217, CMFs, mc

2022-57 GMB USA Limited
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for GMB USA Limited 2022-57, CMFs, mc

2022-85 Somerville/Martin
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Somerville/Martin 2022-85, CMFs, mc

2022-113 Pepin/Reynolds
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Pepin/Reynolds 2022-113, CMFs, mc, CRJ abstained

2022-114 Pepin/Reynolds
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Pepin/Reynolds 2022-114, CMFs, mc, CRJ abstained

2022-218 Pullara
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Pullara 2022-218, CMFs, mc

2022-219 Pullara
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Pullara 2022-219, CMFs, mc

DRAFT

2022-16 GM Lauridsen Charity Trust
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for GM Lauridsen Charity Trust 2022-16, CMFs, mc

2022-39 MCP Discovery WA
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for MCP Discovery WA 2022-39, CMFs, mc

2022-17 C.H.I. Port Angeles, LLC
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for C.H.I. Port Angeles, LLC 2022-17, CMFs, mc

2022-65 Jones
The Board of Commissioners held a discussion regarding the board order forwarded from the Board of Equalization Hearing Examiners.
ACTION TAKEN: CRJm to approve the board order forwarded by the Board of Equalization Hearing Examiners for Jones 2022-65, CMFs, mc

The meeting concluded at 2:06 p.m. and reconvened into the Board of Commissioners continued work session at 2:15 p.m.

- American Rescue Plan Act ARPA funding committed to staff recruitment and retention discussion

The meeting concluded at 3:15 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, May 2, 2023. Also present were Commissioners Johnson and French and Deputy Administrator Reyes. Administrator Sill was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMFs, mc

PUBLIC COMMENT

- Greg Maust, Port Angeles, commented on Power Plant and TCB 23 – Elwha River
- Elizabeth Dunne, Port Angeles, commented on Power Plant and TCB 23 – Elwha River
- Kenneth Reandeau, Port Angeles, commented on Power Plant and TCB 23 – Elwha River
- Ed Bowen, Clallam Bay, commented on Department Natural Resources letter, scheduled meetings with Department of Natural Resources and Washington State Association of Counties

CONSENT AGENDA

1a Approval of vouchers for the week of April 24
1b Approval of payroll for the period ending April 15
1c Approval of minutes for the week of April 24

ACTION TAKEN: CRJm to adopt the consent agenda as presented, CMFs, mc

DRAFT

REPORTS AND PRESENTATIONS

- CMF commented on Washington State Department of Transportation, Clallam Bay Visitors Center, Washington State Association of Counties legislative update
- CRJ commented on Healthy Youth Coalition, Washington Policy Center environmental presentation
- CMO commented on North Olympic Development Council meeting, neighborhood group meetings

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Elected Official salary discussion

The Board recessed at 10:23 and reconvened at 10:30 a.m.

HEARING(S)

H1 Ordinance amending Clallam County Code Chapter 33.57 Signs

- Reyes, read the agenda item summary into the record
- Donella Clark, Department of Community Development (DCD) provided a staff report
- Board and Clark held discussion

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

- The following provided testimony:
  - Ed Bowen Clallam Bay
  - Danny Steiger, Port Angeles
  - Deacon Wardlow, Colorado
  - Ted Connely, Port Angeles
  - Jacob Tilton, Lakewood
  - Kenneth Reandeau, Port Angeles
  - Greg Maust, Port Angeles
  - Ed Chadd, Port Angeles
  - Robert Branlund, Camas
  - James Carpentier, Arizona
- The following sent in written testimony: Jim Meyer, Andrew Stevenson, James Carpentier, Brenda Connely and Jesse Major (see attached).

ACTION TAKEN: CRJm to close the public hearing, CMFs, mc

- Board, Clark and Emery held a discussion. The Board requested that DCD does the following:
  1) Review Schools and Fire District signage – Review by legal and Planning Commission
  2) Review Urban Growth areas – Review by Planning Commission
  3) Define altered – DCD add
  4) Title 20 – DCD remove

ACTION TAKEN: No action taken

PUBLIC COMMENT

- Ted Connely, Port Angeles, commented on the Sign Ordinance
- Ed Chadd, Port Angeles, commented on upcoming forest management meetings
- Peter Steadman, Port Angeles, Power Plant and TCB 23 – Elwha River
- Danny Steiger, Port Angeles, commented on Sign Ordinance
- Robert Branlund, Camas, commented on the Sign Ordinance
- Kenneth Reandeau, Port Angeles, commented on Climate, solar roofs

The meeting concluded at 12 p.m. and continued to 9 a.m., Monday, May 8, 2023.

There are no Zoom chat logs for the week of May 1.

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The Board of Commissioners attended WSAC Virtual update, Special BOCC Meeting – Board of Equalization, Coffee with Colleen, Olympic Experimental State Forest Science Conference and Housing Solutions Committee Meeting during the week of May 1.

PASSED AND ADOPTED this 9th day of May 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French

ATTEST:

Loni Gores, MMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ARS	Administrator Rich Sill	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CMF	Commissioner Mike French		

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Public Hearing

Written comments received

H1 Ordinance amending Clallam County Code Chapter 33.57 Signs

Gores, Loni

From: Jim Meyer <jmeyer777@protonmail.com>
Sent: Monday, April 10, 2023 10:43 AM
To: Ozias, Mark
Subject: Re: political signs
Attachments: edit8-CCC 33.57 Signs - DC 3-14-23.pdf

Mark,
Thanks very much for taking up the sign issue in your next meeting. The draft is a major improvement. I like it a lot. I believe it solves any content based objections and still allows freedom of speech, of any kind, for at least 90 days. It is good work. I guess it is possible to tolerate most anything for 90 days; though I have to say some signs are truly offensive to most anyone, especially parents who have to explain certain words to young children.

Do you think permanent signs with say, weekly or monthly rotating content is addressed adequately? Is each new content a new 90 day period?

I have some suggestions for improvement, which I attach. Although you can read my comments with any PDF reader, the comments do not print. I am worried that emailing my suggestions to you might not be adequate as an official submission of comments. Alternatively, I can print the 17 pages, add appropriately located comments by hand, and make an official submission by mail. Should I do that?

Thanks,
Jim

Jim Meyer

Sent with Proton Mail secure email.
------- Original Message -------
On Thursday, May 19th, 2022 at 4:03 PM, Ozias, Mark <mark.ozias@clallamcountywa.gov> wrote:

> Mr. Meyer,
>
> I've done a bit more digging and can't find any local or state limitations on the length of time political signage is displayed - I'm assuming this is a first amendment issue.
>
> I will do some outreach to learn whether/what kind of limitations other communities might have; if you know of an example you think we can model please send it my way.
>
> Thanks,

Mark Ozias

Clallam County Commissioner

** Please note my new email address: mark.ozias@clallamcountywa.gov*

** This correspondence may be subject to disclosure under the Public Records Act.*

From: Jim Meyer <jmeyer777@protonmail.com>
Sent: Tuesday, May 3, 2022 11:58:08 AM
To: Ozias, Mark
Subject: Re: political signs

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Mark,
Thanks for checking into it (and thanks for personally not contributing to the problem). I have a decent amount of experience with state/federal level rule related legal matters (but I am a retired pharmacist, not an attorney). If you get that far, I'd be interested in commenting on a draft, or even doing research toward producing a draft (even though county gov't isn't really my area of knowledge).

Your time/effort is appreciated, regardless.
Jim

Sent with ProtonMail secure email.

------- Original Message -------
On Tuesday, May 3rd, 2022 at 9:31 AM, Ozias, Mark <mozias@co.clallam.wa.us> wrote:

Hi Jim -

Thanks for reaching out. Honestly I have never looked in to this issue as I am the kind of candidate that keeps sings out for as short a time as possible. Let me do some digging to see what I can learn - I'll get back to you shortly.

Mark O

From: Jim Meyer <jmeyer777@protonmail.com>
Sent: Monday, May 2, 2022 7:20:11 PM
To: Ozias, Mark
Subject: political signs

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Mark,
Try as I might, I can't find any county rules about how soon before an election political signs may be erected and how soon they must be dispatched post election. If I'm correct that there is no county rule, then I'd ask you to look at suggesting such a rule. There are numerous examples used by other locales.

It seems me that signs that are erected more than 30 days prior to an election or continuing to be displayed more than 10 days after an election (or a contested city or county decision) are an eyesore and public nuisance. Often the signs are literally trash, partially destroyed and half blown over/unreadable, or forgotten. Often they send a divisive but no longer pertinent message.

It also seems to me that candidates, in all fairness to each other (and the rest of us who really don't want to dislike or squabble with our neighbors for 6 months or more before an election) should have a defined equal time period of time (which should be intimately pertinent to the election)--within which to erect signs and remove signs, say 30 days before and 10 days after.

I am aware of the idea of freedom of speech and its importance, but I am also aware that many locales have similar rules to what I'm suggesting, and without apparent controversy.

I'm interested in what you think about whether such a rule would be received well. My thought is: let's minimize the trash (and divisiveness) around the county....but without suspending freedom of speech. Your thoughts?

Thanks,
Jim

Jim Meyer
(A Dungeness area resident)

7 comments

jim Apr 10

I read this code to define flags as "banners". If traditional flags and their offshoots are not so defined, then I would suggest taking care that flags are also defined as signs, and that flags on permanent flagpoles also be clearly included in the definition of "banner" (or otherwise separately defined).

Reply or use @ to invite others

jim Apr 10

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jim Apr 10

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PAGE 3

jim Apr 9

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jim Apr 9

typo: change to portable

jim Apr 9

(15) "Feather, Flutter, Flag, or Blade sign" means a freestanding, facade, or portable sign that contains a harpoon-style pole or staff for support that resembles a sail or flag made of fabric, or nylon, or a flexible material.

(This edit applies to permanent flag poles, or building attached flag poles normally used to display state and/or national flags at both residences and businesses; not all flags are portable, but all flag signs should be addressed by this ordinance, including those on permanent structures)

jim Apr 9

Flag signs on the same pole or staff, at the same time, above or below an exempt flag, are non-compliant.

Ordinance ____

An ordinance amending Clallam County Code Chapter 33.57 Signs

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 33.57.010. ~~Goals and intent~~Purpose is amended to read as follows:

~~(1) The goals of these sign regulations are:~~

(1a) To exempt certain signs from permitting requirements, prohibit specific signs as listed herein, and to establish minimum standards and permitting requirements for signs neither prohibited or allowed outright; ~~encourage the effective use of signs as a means of communication in the County;~~

~~(b) To maintain and enhance the visual environment and the County's ability to attract sources of economic development and growth;~~

(2c) To minimize excessive lighting in rural Clallam County along designated scenic highways;

(3d) To maintain and ~~enhance~~ not impede scenic views along the County's scenic highways;

(4e) To improve traffic and pedestrian safety and to ~~eliminate~~minimize distractions to vehicle drivers;

(5f) To minimize the potential adverse effects of signs on nearby public and private property;

(6) To prevent damage and personal injury from signs improperly constructed;

(7g) To ensure compliance with the Scenic Vistas Act and the Growth Management Act; ~~and~~

(8h) To enable the fair and consistent enforcement of these sign regulations.

~~This chapter is adopted under the zoning authority of the County in furtherance of the more general purposes set forth in this title.~~

~~(2) It is the intent of this chapter that signs may be erected, placed, established, painted, created or maintained in the County only in conformance with the standards, procedures, exemptions and other requirements of this chapter. The intent of this chapter, as more specifically set forth herein, is:~~

~~(a) To permit a variety of types of signs in commercial and industrial zones and a limited variety of signs in other zones, subject to the standards of this chapter;~~

~~(b) To permit certain signs which are small, unobtrusive, and incidental to the principal use of the lots on which they are located; provided, that these types of signs are not portable signs which often cause safety problems due to blockage of vehicle/pedestrian sight lines and are further subject to the substantive requirements of this chapter;~~

~~(c) To bring existing, nonconforming signs which exceed an area/height/number cap set in this chapter into compliance with these standards after a set period of time in order to further the goals and intent set forth in this chapter;~~

~~(d) To prohibit signs not expressly permitted by this chapter; and~~

~~(e) To provide for monitoring and compliance with the provisions of this chapter. This chapter distinguishes between signs by their structural type and duration of use but to the maximum extent possible does not distinguish between signs by their content. Certain types of signs are classified as temporary if they are only up for a short and specified period of time. Signs required by law, public signs required for safety, and public signage, the purpose of which is to inform the traveling public of public roadside facilities, are exempt from the ordinance requirements.~~

Section 33.57.020. Definitions is amended to read as follows:

Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future, and the plural includes the singular. The word "shall" is mandatory; the word "may" denotes a use of administrative discretion in making a

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decision. The words "used" or "occupied" shall be considered as though followed by the words "or intended, maintained, arranged or designated to be used or occupied."

(1) "Abandoned sign" means a sign that, for a period of more than six (6) months, no longer correctly identifies, exhorts, or advertises any person, business, lessor, lessee owner, product or activity conducted or available on or off the premises on which the sign is located. Signage on a property which is continuously listed for sale or lease shall not be considered abandoned. ~~for a period of six (6) months after which it shall be considered abandoned and subject to conformance with this chapter.~~

(2) "Administrator" means the Director of the Clallam County Department of Community Development or their ~~his/her~~ designee.

(3) "Advertising" means to announce publicly by emphasizing a printed notice or to call public attention to desirable qualities so as to arouse a desire to buy or patronize. This also includes logos, borders, backgrounds and accents.

(4) "A-frame sign" or "Sandwich Board sign" means two usually hinged boards not permanently attached to the ground and generally oriented to pedestrians.

(5) "Animation" means the manipulation of electronic images in order to create moving images; or a sign depicting action, motion, light, or color changes through electrical or mechanical means.

(6) "Awning" means a shelter extending from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.

(7) "Backlit sign" means a sign whose face is illuminated from behind.

(8) "Banner sign" means a flexible substrate on which copy or graphics are displayed. These signs can be mounted to a structure with a cord, rope, cable, or a similar method, or that may be supported by stakes in the ground. These signs are considered a temporary sign unless affixed to a building.

(9) "Building frontage" means the linear frontage of a building facing an abutting public or private street. When a building fronts on multiple streets, the building frontage shall be the one building front that would result in the greatest linear frontage.

(10) "Copy" means the words, logos, symbols, or message displayed on a sign.

(11) "Digital or Electronic components" means changeable copy that uses illumination (LED-light emitting diodes, LCD-light crystal display, plasma display, individual light bulbs) to display or project copy.

(12) "Exterior illuminated sign" means a sign illuminated by a light source that is directed toward and shines on the face of a sign.

~~(5) "Community event sign" means a temporary informational sign that pertains exclusively to a specific upcoming event sponsored by a nonprofit organization or by a governmental entity and is removed soon after the event.~~

~~(6) "Construction sign" means a temporary informational sign that identifies the architect, engineers, contractors, suppliers or grant agencies involved in construction project or announces the character of the building and is removed soon after completion of construction.~~

~~(7) "Election sign" means any sign which serves to influence, is intended to influence, or appears to be of the type which is commonly erected to influence, an election or ballot proposition.~~

(13) "Facade sign" means a sign which is attached parallel to and within nine (9) inches of the wall of a building, or vertical face of an awning or parapet which is supported by and confined within the limits of such wall, awning or parapet and which displays only one sign surface. "Facade sign" also includes signs affixed to (within nine (9) inches at one point) or painted on an awning, canopy or roof so long as they do not extend above the primary roofline or more than eight (8) feet

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from the outside edge of the building. Soft drink dispensing machines will be considered a facade sign if located within nine (9) inches of the building.

(14) "Fade" means a mode of message transition on a digital sign accomplished by varying light intensity or color, where the first message gradually grows faint and disappears.

(15) "Feather, Flutter, Flag, or Blade sign" means a freestanding potable sign that contains a harpoon-style pole or staff driven into the ground for support that resembles a sail or flag made of fabric, or nylon, or a flexible material.

(169) "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a repetitive pattern at less than one-minute intervals, or uses electrical energy to provide motion or the optical illusion of motion.

(1710) "Freestanding sign" means a sign which is supported by permanent uprights, pole or braces to the ground and which is not connected to a building.

(1811) "Grade" means the average elevation of the natural ground surface immediately below the sign before construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign; and provided, that when the elevation of the natural ground surface of a freestanding/monument sign is below the grade of the edge of the adjacent roadway, then the height of a freestanding or monument sign shall be measured from the grade at the outer edge of the roadway nearest the proposed sign location.

(1912) "Grand opening sign" means a temporary sign of no more than thirty (30) days' duration announcing the new opening of a store or a complete change in ownership or product line sold.

(2013) "Illuminated sign" means any sign illuminated in any manner by an on-site artificial light source. These signs include both exterior-illuminated and backlit signs.

(21) "Illegal sign" means any sign placed without proper approval or permits as required by any applicable zoning or building code and also any sign placed contrary to the terms of time limits of any permit, or out of compliance with any applicable code.

(22) "Legal Nonconforming sign" means any sign in existence within the County on the date of adoption of Ordinance 694 codified in the year 2000 which did not conform to all applicable laws in effect on the date the sign was originally erected. Also, those signs permitted under Ordinance 694 that do not conform to the standards herein.

(23) "Marquee" means a permanent, roof-like canopy with an integral sign that extends from part or all of the building face that may or may not project over a public right-of-way.

(24) "Memorial sign" means a sign memorializing a person, event, or significance related to a site, building, or structure.

(2214) "Monument sign" means a ground-related, freestanding sign which is attached to the ground or to its base on grade by a solid sign structure and which structure extends from the ground or base to the sign face at the same or greater width as the sign face. Banner signs on fences are considered a form of monument sign and are only allowed to be placed temporarily. ~~Signs on fences are considered a form of monument sign.~~

(2315) "Multiple-business complex" means a group of structures housing at least two (2) separate businesses or agencies operating under separate State tax numbers, or a single structure containing more than one business with separating walls and at least one outside or inside access for each business which shares a common lot, access and/or parking facility operating under separate State tax numbers.

~~(16) "Multiple-business complex sign" means a sign that is designated to identify a multiple business complex including directory signs for businesses within the complex.~~

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(27~~17~~) "Mural" means an outdoor wall painting on a building which consists exclusively of paint applied to the wall or to framework attached within nine (9) inches of the wall and which contains no advertising.

(28~~18~~) "Noise" means any intended or unintended sound created by the sign or its installed equipment which exceeds forty (40) decibels as measured from the nearest point adjacent to the property or place of business, whichever is closer.

~~(19) "Nonconforming sign" means any sign in existence within the County on the date of adoption of the ordinance codified in this chapter which does not conform with the provisions of this chapter, but which did conform to all applicable laws in effect on the date the sign was originally erected.~~

(29) "Permanent sign" means a sign attached to a building, structure, or the ground, in a manner that enables the sign to resist environmental loads, such as wind, and precludes ready removal or movement of the sign.

(30~~20~~) "Portable sign" or "Movable sign" means any ~~movable~~ sign which is not permanently affixed to the ground or a structure or building. This definition includes movable reader boards, outdoor soft drink dispensers located farther than nine (9) inches from a building and sandwich boards that are placed so as to be seen from public right-of-ways.

(31~~21~~) "Primary roofline" means the roofline under which a majority of the square footage of the business is located.

(32~~22~~) "Real estate sign" means a temporary sign advertising real estate for sale, rent or lease.

(33) "Rotating sign" means a moving sign that physically revolves about an axis.

(34) "Sidewalk sign" means a moveable sign not secured or attached to the ground or surfaces upon which it is located, supported by its own frame.

(35~~23~~) "Sign" means any object, device, fixture, placard, banner, structure or portion thereof, including any letters, figures, design, symbol, trademark or device that uses any color, form, graphic, illumination, symbol or writing intended to advertise, announce the purpose of, or identify the purpose of a person or entity, or to attract attention to any message, activity, service, place, subject, person, firm, corporation, public performance, article, machine or merchandise or to communicate information of any kind to the public, and which is visible from any right-of-way open to the public. Lighting that highlights an architectural feature of a building and does not consist of lettering, symbols or graphics shall not be considered a sign.

(36~~24~~) "Sign area" means the ~~entire~~ face of the sign, including advertising surface, backlit surface, but does not include ~~and~~ any framing, trim or molding, or supporting structure, ~~but does not include the supporting structure~~. Sign area is measured by multiplying the maximum horizontal width by the maximum vertical width. The surface area of a sign painted on a wall, awning or roof shall be measured by multiplying the maximum width of the copy by the maximum length of the copy. Sign areas may also be calculated by measuring the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the advertising copy, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, including an awning. Supportive framework which contains no written copy or other advertising and is clearly incidental to the display itself shall not be included in sign area calculations; provided, that the sign support structure shall be the minimum necessary to support the sign. For the purpose of this chapter the total sign area of any two (2) faced sign with parallel faces or V-type sign having an interior angle of forty-five (45) degrees or less shall be calculated as the area of the larger of the two (2) faces or one face if equal in size. All other multiple-faced or paneled signs shall be the total area of all faces or panels combined.

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(3725) "Sign surface" means any surface of a sign upon which there is lettering, logos, symbols, or other advertising.

(3826) "Sign height" means the vertical distance from grade to the highest point of a sign or any projection thereof.

(3927) "Sign structure" means any structure that supports or is capable of supporting any sign as defined in this chapter. A sign structure may be a pole or poles, or may be an integral part of a building. Structures that perform a separate use, such as a telephone booth, bus shelter, recycling or used goods container, etc., shall not be considered a sign structure. Sign structures shall be the minimum necessary to support the sign and shall not depict any product being advertised.

(4028) "Street" means a public or private way open to the general public for the purpose of vehicular traffic, including all classes of roadways and easements.

(4129) "Temporary sign" means a nonpermanent sign intended for use for a short period of time, ~~which includes election signs, construction signs, real estate signs, grand opening signs, community event signs and residential yard sale signs.~~

(4230) "Under common ownership" describes a situation where one person, corporation, legal entity or related legal entities owns contiguous properties occupied by closely related businesses in which case these businesses will be considered to be one business, operating on one property for the purpose of applying this chapter (i.e., a car dealership may cover multiple contiguous parcels and have several related businesses on these parcels but shall be considered to be "under common ownership" for the purpose of interpreting the provisions of this chapter).

(4331) "Vehicular signs" are signs affixed or painted on work vehicles, tractor-trailers, busses, vans or other vehicles.

(44) "Window sign" is any sign viewable through and/or affixed in any manner to a window or exterior glass that is intended to be viewable from the exterior. These signs count toward the square footage of façade signs.

Section 33.57.030960. Exempt signs is amended to read as follows:

The following types of signs shall be exempt from the standards established within this code and from the ~~certificate of compliance requirements~~permitting requirements of this chapter; provided, that the ~~any~~ standards in this section are met:

(1) Official notices authorized by a court, public body or public safety official, provided they are removed within seven (7) days after conclusion of the subject of notification;

(2) Directional, warning, or information signs authorized by federal, State or municipal governments or signs required by law not exceeding 200 square feet of sign area and twenty (20) feet in height. Directional signs located within State or County right-of-way shall be administered by State standards for directional signs and, if within Clallam County right-of-way, shall be administered by the Motorist Informational Sign Ordinance, Chapter 9.21 CCC;

(3) Memorial plaques, building identification signs and building cornerstones which are cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure. Plaques, tablets, or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, and which are not illuminated, except incidentally from light sources used for other purposes;

(4) Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification;

(5) The flag of a recognized government or noncommercial institution such as a school;

Field Code Changed

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(6) Traffic or pedestrian control signs or signals, or signs indicating scenic or historic points of interest which are erected by, or on the order of, a public officer in the performance of his/her public duty;

(7) Exterior signs or displays not visible from streets or ways open to the public;

(8) "No trespassing," "no dumping," "no parking," "private," and other informational warning signs which shall not exceed four (4) square feet in surface area and eight (8) feet maximum height above grade;

(9) Commercial or residential address signs with lettering not exceeding twelve (12) inches in height and newspaper boxes located within ten (10) feet of an existing commercial/industrial building; and

(10) ~~Election signs no greater than thirty-two (32) square feet in area and five (5) feet in height above grade.~~Signs erected in anticipation of an election (for the purpose of advertising a candidate or proposal) shall be no greater than thirty-two (32) square feet in area and ten (10) feet in height above grade and shall be compliant with WAC 468-66-050 regarding removal;

(11) Replacement of legal nonconforming signs if not changed in height, shape, size, lighting/illumination and does not affect the structure of the sign;

(12) Paining, cleaning, refacing, or replacement of defective parts;

(13) Signs at a construction site, no more than three signs and no greater than 32 square feet each, that may identify the architect, engineers, contractors, supplies, or grant agencies involved in the construction project or announces the character of the building. Signs not permitted shall be removed fourteen days after construction is complete;

(14) Signs advertising real estate for sale, rent, or lease, no greater than thirty-two (32) square feet, and removed after the real estate transaction is complete;

(15) Grand opening or closing displays, such as temporary banners, flags, or balloons, are allowed to remain for a period of fourteen days from setup of the display, to announce the opening of a completely new business, new management, or closing of the business;

(16) Banner signs displayed for 3 months as a temporary monument sign used by businesses within commercial zones. Banner signs shall not be used as permanent monument signs. Banner signs affixed to a wall shall be required to be permitted as façade signs.

(17) Portable signs used to provide traffic and directional information during events or for agricultural businesses that do not block safety sign lines of motorists pulling into or out from a business or within safety sight triangles on corner lots, and are removed immediately upon conclusion of the event or the end of the harvest season.

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Section 33.57.040070. Prohibited signs is amended to read as follows:

The following signs or displays are prohibited, ~~except as otherwise specifically allowed within this chapter~~ and subject to enforcement action and/or removal by the County. ~~Prohibited signs are subject to removal by the County at the owner's or user's expense.~~

(1) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency or radio equipment vehicle; or which obstruct the visibility of any street sign or signal device;

(2) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;

(32) Signs identifying activities, products, businesses or services which have been discontinued for more than six (6) months on the premises upon which the signs are located;

(43) Private signs on public utility poles;

(5) Any sign that interferes with safe sight distances (determined by the County Road Department) at an intersection or causes an intersection to be illuminated;

(64) Portable signs, except if placed as an exempt sign as listed in section 33.57.030, but that shall not ~~due to fact that they are often placed where they~~ block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots;

~~(5) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;~~

(76) Signs that rotate or have a part or parts that move or revolve shall not be permitted in any zone except for the face of a clock less than six (6) square feet in size;

(87) Signs or advertising displays consisting of clusters of posters, banners not affixed to a building wall; ~~pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;~~

(9) Banner signs that do not meet the exemption listed under 33.57.030;

(10) Pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;

(11) Parking of vehicles with the sole intent to remain stationary for more than three days for purposes of using the signage in or on the vehicle as advertising. Parking of registered vehicles on property with a company message is not considered intentionally advertising;

(812) Signs within the public right-of-way unless erected by Clallam County or the State of Washington. These signs are subject to removal by the Clallam County Road Department.

(13) Electronic signs.

Section 33.57.~~050~~030, ~~Permitting~~Certificate of compliance is amended to read as follows:

No sign may be erected, relocated, constructed, or altered within the areas of the County under Clallam County jurisdiction without a permit obtained from the Clallam County Department of Community Development. ~~A certificate of compliance for a sign is used to track sign installations for record keeping and to ensure all signs erected after passage of this chapter are in conformance with the chapter. No sign may be erected within the areas of the County under Clallam County jurisdiction without a certificate of compliance obtained from the Clallam County Department of Community Development~~ unless specifically ~~it is a temporary sign or an~~ exempt ~~sign~~ under this code (CCC 33.57.030~~33.57.080~~). Painting, cleaning, refacing, or replacement of defective parts may be completed without a permit; however, replacement of the sign structure will need to be reviewed by the building department to determine if a building permit is required in accordance with the International Building Code. ~~No nonconforming sign maintenance, except exchanging the area of existing advertising copy for a business not changing land use category or repainting to freshen faded or damaged advertising copy shown on the face of the sign for a business not changing land use category or changing lighting tubes/bulbs with bulbs of the same or lesser intensity, is allowed without a certificate of compliance.~~

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The application for permitting a sign shall include drawings and details of the proposed sign, associated support structure and method of attachment, drawing of all exterior lighting (if any), a site plan with location of all proposed and existing signs, and dimensions of all existing signs.

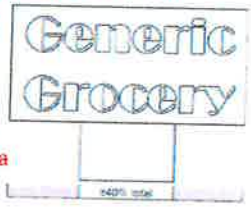
Section 33.57.060040. Commercial and industrial sign standards is amended to read as follows:

The following standards shall apply to signs placed on property zoned commercial or industrial; ~~There are only four (4) basic types of signs that are used by business and industry. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building (freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four (4) types of signs is as follows:~~

~~(1) The total area of signage attached to any face of the building(s) in one or more facade signs shall not exceed the square footage limit for a facade signage of one square foot of sign area for each linear foot of building frontage facing a single public or private road. No facade sign may extend above the primary roofline or project more than eight (8) feet from the roofline edge of the building. For multiple-business complexes each business within a plaza may have one facade sign attached to the commercial structure that is limited to one square foot of sign area per linear foot of each businesses building frontage.~~

(12) ~~F~~A ~~f~~reestanding sign, ~~or~~ monument signs, shall meet the following standards:

a. Shall be designed so they appear firmly anchored to the ground with a base width at least forty percent (40%) of the total sign width;



b. Integrates a top, middle, and base element;

c. One sign permitted for each business not part of a multiple-business complex; ~~within a commercial or industrial zone shall be limited to one sign for each area of land under common ownership that is not the site of a multiple-business complex.~~

d. Shall be designed as an integrated architectural feature of the site and include durable high-quality materials that complement the design of on-site buildings;

e. Located outside of the public right-of-way;

f. Shall include one square foot of decorative landscaped area around the base of the sign per one square foot of sign area. Landscaping shall include ground cover and/or non-invasive shrubs, and encourage the use of native, drought-tolerant plantings;

g. ~~This one sign (either freestanding or monument) s~~Shall not exceed thirty-two (32) square feet of sign area ~~and shall not exceed ten (10) feet in height above grade. Except~~ for multiple-business complexes advertising multiple businesses;

h. Multiple-business complex signs shall be limited to ~~,~~ one freestanding sign ~~or one monument sign may be used to advertise the plaza or complex name and the businesses within the complex. This sign shall be limited to one sign~~ not exceeding the signage area limit of 100 square feet and ~~whose height shall not exceed ten (10) feet in height above grade~~ shall be used to advertise the complex name and the businesses within the complex. The business complex name shall be distinct from the names of the tenants, and can be included on a distinctive sign cap. The sign may not be used entirely for only on tenant unless it is limited to 32 square feet. Individual tenants in a multiple-business complex may not erect individual freestanding signs.

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i. Sign copy shall not exceed fourteen (14) feet in height above grade and the structure shall be maximum fifteen (15) feet above grade;

j. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line and shall contain no electronic/digital components, unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station;

k. Illumination of a business's fleet or outside inventory shall be considered advertising and shall not exceed brightness of no greater than 0.3 foot candle at the property line.

(2) Façade sign(s) shall meet the following standards:

a. The total area of signage attached to any face of the building(s) shall not exceed a total of one square foot of sign area for each linear foot of the building frontage facing a single public or private road. Banner signs affixed to a wall count toward the total square footage for façade signs. For multiple-business complexes each business within a plaza may have one façade sign attached to the commercial structure, limited to one square foot of sign area per linear foot of each businesses building frontage;

b. Shall not extend above the building parapet soffit, eave line, or primary roofline of the building;

c. The sign frame shall be concealed or integrated into the building's architectural character in terms of form, color, and materials;

d. Marquee, awning, and window signs will be considered façade signs;

e. Shall be placed a minimum of eight feet above a sidewalk or walkway;

f. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line and shall contain no electronic/digital components, unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station.

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~~(3) Vehicular signage visible from a State scenic and recreational highway shall be limited to thirty-two (32) square feet and vehicular signage shall be set back from the lot line or right of public use line that fronts on the State scenic and recreational highway a minimum of fifty (50) feet. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding sign. Likewise, local franchise holders for national moving van companies are not subject to the square footage limitation of this provision, as the local franchise holder has no control over the size of signage on the vehicles.~~

~~(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a commercial/industrial property. Conditions present to qualify for a temporary sign would include the sale of property/business, a grand opening, construction of a business, and when advertising a community event. Such signage is limited to one unlit thirty-two (32) square foot sign that shall not exceed five (5) feet in height above grade.~~

~~(5) Externally illuminated signs shall not exceed background area average illumination levels when measured five (5) feet beyond any vertical surface of the sign; lighting fixtures shall be carefully located, aimed and shielded so that light is only directed on to the sign surface with a light source that is not directly visible from the adjacent roadway. Internally illuminated signs using 800~~

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~~milliamp ballasts shall not have lamps spaced closer than twelve (12) inches apart or if using 425 milliamp ballast shall not be closer than six (6) inches apart.~~

~~(6) Commercial/Industrial zoning includes the following zoning districts~~

~~Zone Name~~	~~Zoning Symbol~~
~~Light Industrial~~	~~LI~~
~~Industrial~~	~~M~~
~~Commercial~~	~~GC~~
~~Tourist Commercial~~	~~TC~~
~~Western Region Rural Center~~	~~WRC~~
~~Urban Center~~	~~UC~~
~~Urban Regional Commercial~~	~~URC~~
~~Urban Neighborhood Commercial~~	~~UNC~~
~~Rural Center~~	~~CEN~~
~~Rural Limited Commercial~~	~~RLC~~
~~Rural Neighborhood Commercial~~	~~RNC~~
~~Carlsborg Commercial~~	~~CC~~
~~Rural Village~~	~~RV~~
~~Rural Commercial~~	~~RC~~
~~Sequim General Retail District~~	~~S(GC)~~
~~Sequim Light Manufacturing~~	~~S(LM)~~
~~Sequim Bypass Commercial~~	~~S(BC)~~
~~Sequim Neighborhood Commercial~~	~~S(NC)~~

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Section 33.57.070050. Residential/Resource zoning district sign standards is amended to read as follows:

~~The following standards shall apply to signs placed on property zoned residential or resource: There are only four (4) basic types of signs that are used in residential/resource zones. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building~~

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(freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four types of signs is as follows:

(1) L~~Freestanding, monument and facade signage in Residential/Resource zoning districts, regardless of use, is l~~imited to one unlit sign freestanding or façade sign;

(2) Sign shall contain no electronic or digital components or be illuminated;

(3) Sign shall be no more than ~~of one type with a maximum of~~ six (6) square feet ~~of signage; on residentially zoned property and no more than and provided, that within a Commercial Forest zoning district (CF) the maximum sign size is~~ twenty (20) square feet of signage on resource zoned property; ~~-~~

(~~42~~) Freestanding sign ~~If the one sign allowed is a freestanding sign or monument sign, it~~ shall not exceed five (5) feet in height above grade and ~~shall be unlit~~ no façade sign may extend above the primary roofline.

~~(3) Vehicular signage visible from a County road or State scenic and recreational highway shall be limited to a total of thirty-two (32) square feet and vehicular signage shall be set back from the lot line or public right-of-use line that fronts on the State scenic and recreational highway a minimum of 100 feet. On parcels that predate the effective date of this chapter that cannot meet the 100-foot vehicular sign setback due to lack of lot depth, vehicular signs can be parked within twenty (20) feet of the lot line farthest from the scenic and recreational highway. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding signs.~~

~~(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a Residential/Resource property. Conditions present to qualify for a temporary sign would include property/home sale and when advertising a community event. Such signage is limited to one unlit six (6) square foot sign for a property/home sale, construction sign and community event and shall not exceed five (5) feet in height above grade.~~

~~(5) Residential/Resource Zoning includes the following zoning districts~~

~~Zone Name~~	~~Zoning Symbol~~
~~Urban Moderate Density~~	~~MD~~
~~Urban Very Low/Urban Low Density~~	~~VLD/LD~~
~~Urban Low Density~~	~~LD~~
~~Urban Very Low Density~~	~~VLD~~
~~Urban Residential Low~~	~~URL~~
~~Urban Residential High~~	~~URH~~

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Zone Name	Zoning Symbol
Rural Low Mixed	RLM
Rural Character Conservation 3	RCC3
Rural Character Conservation 5	RCC5
Quillayute Residential	QR
Western Regional Rural	RW1
Rural	R1
Rural Suburban Community	RSC
Western Regional Rural Moderate	RW2
Rural Moderate	R2
Western Regional Rural Low	RW5
Rural Low	R5
Rural Very Low	R20
Commercial Forest/Mixed Use 5	CFM5
Commercial Forest/Mixed Use 20	CFM20
Commercial Forest	CF
Agricultural Retention	AR
Public Land	P
Airport Overlay District	AO
Open Space Overlay/Open Space Corridors	OS
Sequim Urban Residential – I	S(R-I)
Sequim Urban Residential – II	S(R-II)
Sequim Urban Residential – III	S(R-III)
Sequim Urban Residential – IV	S(R-IV)

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Zone Name	Zoning Symbol
Sequim Mixed Use	S(MU)

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Section 33.67.060, Exempt signs is amended to read as follows:

The following types of signs shall be exempt from the standards established within this code and from the certificate of compliance requirements of this chapter; provided, that any standards in this section are met:

(1) Official notices authorized by a court, public body, or public safety official, provided they are removed within seven (7) days after conclusion of the subject of notification;

(2) Directional, warning or information signs authorized by federal, State or municipal governments or signs required by law not exceeding 200 square feet of sign area and twenty (20) feet in height. Directional signs located within State or County right-of-way shall be administered by State standards for directional signs and, if within Clallam County right-of-way, shall be administered by the Motorist Informational Sign Ordinance, Chapter 9.23 CCC;

Field Code Changed

(3) Memorial plaques, building identification signs and building cornerstones which are cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure. Plaques, tablets, or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, and which are not illuminated, except incidentally from light sources used for other purposes;

(4) Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification;

(5) The flag of a government or noncommercial institution such as a school;

(6) Traffic or pedestrian control signs or signals, or signs indicating scenic or historic points of interest which are erected by, or on the order of, a public officer in the performance of his/her public duty;

(7) Exterior signs or displays not visible from streets or ways open to the public;

(8) "No trespassing," "no dumping," "no parking," "private," and other informational warning signs which shall not exceed four (4) square feet in surface area and eight (8) feet maximum height above grade;

(9) Commercial or residential address signs with lettering not exceeding twelve (12) inches in height and newspaper boxes located within ten (10) feet of an existing commercial/industrial building; and

(10) Election signs no greater than thirty-two (32) square feet in area and five (5) feet in height above grade.

Section 33.67.070, Prohibited signs is amended to read as follows:

The following signs or displays are prohibited, except as otherwise specifically allowed within this chapter. Prohibited signs are subject to removal by the County at the owner's or user's expense.

(1) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency or radio equipment vehicle; or which obstruct the visibility of any street sign or signal device;

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~~(2) Signs identifying activities, products, businesses or services which have been discontinued for more than six (6) months on the premises upon which the signs are located.~~

~~(3) Private signs on public utility poles.~~

~~(4) Portable signs, due to fact that they are often placed where they block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots.~~

~~(5) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law.~~

~~(6) Signs that rotate or have a part or parts that move or revolve shall not be permitted in any zone except for the face of a clock less than six (6) square feet in size.~~

~~(7) Signs or advertising displays consisting of clusters of pockets, banners not affixed to a building wall, pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone.~~

~~(8) Signs within the public right-of-way unless erected by Clallam County or the State of Washington.~~

Section 33.57.080. Legal Nnonconforming signs is amended to read as follows:

It is the intent of this section to ensure that nonconforming signs are brought into compliance with standards with the standards of this code. ~~of exceptional size and height are reduced in size and height in accord with this section and to ensure that nonconforming signs are retrofitted into conforming signs as expeditiously and fairly as possible while avoiding any unreasonable invasion of established property rights.~~ The following standards apply to nonconforming signs:

(1) ~~*Residential/Resource Zones.*~~ A nonconforming sign shall not be altered in height, shape, size, lighting/illumination, or affect the base or support without conforming with the provision of this chapter. No off-premise sign shall add electronic/digital components to a sign and existing electronic/digital signs shall be no greater than 0.3 foot candles above ambient light (includes day and night) and shall remain static for a minimum of 10 seconds, changing instantaneously to avoid startling flashing of lights, and shall transition without animation;

(2) A nonconforming sign may be maintained as long as the nonconformity of the sign is not increased.

(3) Properties with nonconforming signage shall only be allowed new or replacement signage requiring a permit after an equivalent number of nonconforming signs on the property are brought into conformance with standards of this chapter.

~~(a) Existing, legally erected, nonconforming freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

~~(b) A property whose commercial use predates the existence of a zoning code in Clallam County shall be able to retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in area and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard. All existing, legally erected, nonconforming facade signage may be retained but shall not be enlarged in area or changed in location.~~

~~(c) All existing, legally erected, nonconforming, freestanding signs not covered in subsections (1)(a) or (1)(b) of this section which are greater than twenty (20) square feet in area and/or taller than five (5) feet shall be reduced to this standard.~~

~~(2) *Commercial/Industrial Zones.*~~

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(a) Existing, legally erected, nonconforming, freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).

(b) A property with one or more existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet covered by subsection (2)(a) of this section, that also has a secondary sign larger than thirty-two (32) square feet but smaller than 128 square feet may retain such secondary, existing nonconforming, freestanding sign; provided, that if it is greater than sixty-four (64) square feet in size and fifteen (15) feet in height then it must be reduced to this standard.

(c) A property with no existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet may retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in size and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard if a single sign or the standards below if more than one sign exceeds this standard.

(d) All existing nonconforming, freestanding signs not covered in subsections (2)(a), (2)(b) or (2)(c) of this section shall be reduced to the new sign standard of thirty-two (32) square feet in area and ten (10) feet in height.

(e) All existing, legally erected, nonconforming facade signage erected prior to the passage of the 1993 sign code may be retained but shall not be enlarged in area or changed in location.

(3) Clallam County passed a comprehensive sign code in 1993. Since the 1993 sign code did not require nonconforming signs to come into compliance, all owners of legally erected, nonconforming signs have already had at least seven (7) years to amortize their signs. Nonconforming signs which must be brought into conformance with the area and/or height standards of this chapter may elect to do so after an amortization period that begins either on the date of the original sign building permit and runs for a term of one year for every $1,000 of project value claimed on the original sign building permit, or alternatively, two (2) years from the effective date of this chapter whichever is greater.

(4) Any sign which was nonconforming under the sign code adopted in 1993 (formerly Chapter 9.26 CCC) or under this code that has been enlarged shall be subject to conformance with the standards of this code without the amortization periods provided in subsection (3) of this section for legally established nonconforming signs after the notice specified in this title is provided to the owner. If the enlarged portions of the sign are not removed within the period specified in the notice, the entire sign becomes a prohibited sign subject to immediate conformance with the area and height requirements of this code.

(5) Any sign erected after the passage of the 1993 sign code (formerly Chapter 9.26 CCC) that was a prohibited sign under the 1993 sign code shall be subject to removal by the County after the notice specified in this title is provided to the owner.

(6) Properties with nonconforming signage shall only be allowed to erect new or replacement signage requiring a certificate of compliance after bringing an equivalent number of nonconforming signs on the property into conformance with the standards of this chapter.

(7) A change in commercial or industrial land use as determined from review of land uses listed for each zone or change in a conditional use or a change of use under Section 3405 of the Uniform Building Code shall require all signage to come into conformance with the new sign standards of this chapter.

(8) Nonconforming signs which have had the entire sign face area taken down to the ground as a result of natural disaster or which are removed as a result of loss of lease or are removed as a result of a construction project shall not be re-erected without bringing them into conformance with this chapter. No work on an undamaged, existing nonconforming sign that brings such sign into greater conformance with this code shall be considered to be a sign removal requiring conformance with the standards for new signage.

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~~(9) A sign or sign structure removed by the County shall be held not less than thirty (30) days after notice to the owner by the County during which period it may be recovered by the owner upon paying the County for cost of removal and storage, and upon payment of any imposed fine. If not recovered within the thirty (30) day period, the sign or sign structure is hereby declared abandoned and title thereto shall be vested in the County for disposal in any manner permitted by law.~~

~~(10) All existing illuminated signs, other than facade signs, located in Rural Commercial, Rural Limited Commercial and Rural Neighborhood Commercial zoning districts and which:~~

~~(a) Are within 600 feet of the outer boundary of a designated scenic and recreational highway; and~~

~~(b) Do not advertise a business that is open during the entire time the sign is illuminated, shall be allowed a five (5) year amortization period after which lighting to these signs must be set by timer to be off when the business closes in order to further the goal in CCC 33.57.010(1)(e).~~

~~(11) To encourage the retrofit of nonconforming signs to the standards of this chapter, Clallam County establishes an incentive program to assist owners of such signs. The County will make available, on a competitive basis, the total sum of $30,000 for a program to assist the owners of nonconforming signs to replace or retrofit such signs into a sign that meets the standards of this code. The $30,000 County funding set aside for this program may also be used as a match to scenic byway grant funding available to remove outdoor advertising signs.~~

Section 33.57.090. Signage visible from a scenic highway is amended to read as follows:

A permit or other written approval is required from the Washington State Department of Transportation prior to review of certain types of sign permits by Clallam County for those areas within 600 feet of a designated scenic and recreational highway to show conformance with the Scenic Vistas Act and the Highway Advertising Control Act (Chapter 468-66 WAC).

~~Section 33.57.100. Variances is amended to read as follows:~~

~~Applications for a variance from the standards established by this code shall be processed as Type III permits as set forth in Chapter 26.10 CCC and the review criteria outlined in Chapter 33.30 CCC, Variances. Variances shall not be permitted for modification to the number of signs and sign types specified in this chapter. Sign size variances shall not exceed 10 percent of the standard required unless it can be demonstrated that the sign qualifies as a community landmark sign and must show that the increase is required to allow the sign owner to purchase a standardized sign required by a national manufacturer who does not offer signs in a conforming size. A sign size (area) variance of less than 10 percent in area that meets the preceding criteria shall be processed as a Type II administrative variance as set forth in Chapter 26.10 CCC. Sign height variances over the 10 percent limit are available to these business owners that can demonstrate that their nonconforming sign qualifies as a community landmark sign. A community landmark sign must predate the effective date of this code by at least 20 years, have advertised the same business under the same name for all of that time, have become an important cultural landmark to County residents and would be difficult to retrofit to the nonconforming sign standard without destroying the unique character of the sign.~~

Section 33.57.100~~110~~. Review of Administrator's action (appeals) is amended to read as follows:

Any person aggrieved by the granting, denying or rescinding of a decision of the Administrator made under this chapter may seek review from the Hearing Examiner in accordance with Chapters 33.33 and 26.10 CCC. The request must be in writing setting forth the basis of the appeal and must be accompanied by the appropriate fees outlined in Chapter 5.100 CCC.

Section 33.57.110. Enforcement is amended to read as follows:

The provisions of this title are subject to enforcement and penalty provisions contained in CCC Title 20, Code Compliance, except to the extent preempted by State or Federal law, and except to the extent preempted by any contrary enforcement and penalty provisions contained in this title.

Upon identification of a noncomplying or abandoned sign by the Department of Community Development, a notice of violation will be sent to the violator and landowner (if different) requiring corrective action within 90-days. Failure to correct the violation on or before a specified date, which shall be 90 days after mailing of the notice of violation, will result in the accrual of fines. If the violation identified in the notice of violation have not been corrected by the specified date, a certified letter will be sent informing the violator and/or landowner that fines shall accrue at a rate of $100 per day on residential property and $250 per day on commercial/industrial property until the violations are corrected.

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Section 33.57.120. Severability is amended to read as follows:

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application to other persons or circumstances shall not be affected.

ADOPTED this ____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

ATTEST:

_____
Randy Johnson

_____
Loni Gores, CMC, Clerk of the Board

_____
Mike French

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Gores, Loni

From: noreply@civicplus.com
Sent: Wednesday, April 19, 2023 2:25 PM
To: Gores, Loni
Subject: Online Form Submission #1254 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	Andrew
Last Name	Stevenson
Email	andy@thestevensons.us
Phone	3609280276
Subject	Proposed changes to sign regulations
Comments	I object to the current regulations and proposed changes which ban the use of temporary electronic signage by nonprofit organizations to promote/ inform of events which have a significant impact on the public resources and transportation infrastructure. Examples of this type of signage and events are the standard incandescent roadwork panels along 101 that advise/advertise the Olympic Discovery Marathons, the Northwest Cup downhill bike, Lincoln Park BMX, Tour de Lavender and other events that have a major impact on traffic, parking, trail use, and congestion. Signs of this type are useful, and promote safety. 6x8 foot standard lighted construction signs are a regular form of driver communication and should be allowed on a temporary basis when the information serves the public interest.

Please Note

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

Email not displaying correctly? View it in your browser.

Gores, Loni

From: Clark, Donella
Sent: Thursday, April 27, 2023 7:59 AM
To: Emery, Bruce; Gores, Loni
Subject: FW: Proposed amendments to the Clallam County Sign Ordinance
Attachments: NWSC ISA recommendations to County Commisisoners Proposed Sign Regulations 4.25.23.pdf; Content Neutral Sign Codes report FINAL R.pdf; Finding_Common_Ground Regulation of EMC's.pdf; An Evidence Based Model Code r.pdf; EMC Resource - Recommended Night -Time Brightness Levels Revised 8-16 R.pdf

I did not see you cc'd in this message.

From: James Carpentier <James.Carpentier@signs.org>
Sent: Wednesday, April 26, 2023 4:45 PM
To: Johnson, Randy <randy.johnson@clallamcountywa.gov>; Ozias, Mark <mark.ozias@clallamcountywa.gov>; French, Mike <Mike.French@clallamcountywa.gov>
Cc: pking@nwsigncouncil.org; David Hickey <David.Hickey@signs.org>; Weed, Rachel <rachel.weed@clallamcountywa.gov>; Clark, Donella <donella.clark@clallamcountywa.gov>
Subject: Proposed amendments to the Clallam County Sign Ordinance

Honorable Clallam County Board of Commissioners:

Re: Proposed amendments to the Clallam County Sign Ordinance, scheduled for public hearing May 2, 2023

I am contacting you on behalf of the Northwest Sign Council (NWSC) and the International Sign Association (ISA), representing the on-premises sign industry. Both organizations work with jurisdictions throughout the Northwest to assist in the creation of beneficial and enforceable sign regulations.

We were honored with the opportunity to visit and appear in front of the Clallam County Planning Commission in August 2022 to provide an in-depth analysis of how to effectively regulate signs so that businesses and communities benefit. We appreciate the inclusion of some of our recommendations in the draft sign code. However, there are still several areas of concern, including content-based provisions which conflict with the U.S. Supreme Court decision of *Reed v. Town of Gilbert* (2015), and other issues for your consideration, which are listed in the attached letter. Some of the proposed regulations are not business friendly and will limit the ability of the business community to communicate and reach their economic potential, such as the elimination of pole signs and electronic signs.

Therefore, due to the number of issues, including legal concerns and regulations that are not business friendly, we respectfully request that the County Board of Commissioners refer these proposed sign code amendments back to staff and the Planning Commission to be able to address these issues with stakeholders.

Please refer to the attached letter and references for more information.

We appreciate your consideration of these recommendations. Do not hesitate to contact me with any questions at 480-773-3756 or james.carpentier@signs.org.

Sincerely,

James Carpentier, AICP
Director, State & Local Government Affairs

International Sign Association
480.773.3756 / james.carpentier@signs.org
Signs.org / SignExpo.org

INTERNATIONAL SIGN ASSOCIATION WWW.SIGNS.ORG

NORTHWEST SIGN COUNCIL

April 26, 2023
Clallam County Board of Commissioners
Sent via email 4/26/23

Re: Proposed amendments to the Clallam County Zoning Code, amending and adding definitions to the Sign Ordinance

Honorable Clallam County Board of Commissioners:

I am contacting you on behalf of the Northwest Sign Council (NWSC) and the International Sign Association (ISA), representing the on-premises sign industry. Both organizations work with jurisdictions throughout the Northwest to assist in the creation of beneficial and enforceable sign regulations.

We were honored with the opportunity to visit and appear in front of the Clallam County Planning Commission in August 2022 to provide an in-depth analysis of how to effectively regulate signs so that businesses and communities benefit. We appreciate the inclusion of some of our recommendations in the draft sign code. However, there are still several areas of concern, including content-based provisions which conflict with the U.S. Supreme Court decision of *Reed v. Town of Gilbert* (2015), and other issues for your consideration, which are listed below. Some of the proposed regulations are not business friendly and will limit the ability of the business community to communicate and reach their economic potential, such as the elimination of pole signs and electronic signs. Our comments and recommendations are in ***bold italics***.

Therefore, due to the number of issues, including legal concerns and regulations that are not business friendly, we respectfully request that the County Board of Commissioners refer these proposed sign code amendments back to staff and the Planning Commission to be able to address these issues with stakeholders.

General Recommendation

We recommend that a substitution clause be included, which is considered a sign code best practice. "A substitution clause simply allows a sign to substitute a noncommercial message on any sign that permits a commercial or another noncommercial message."*

Section 33.57.010. Purpose

(b) To maintain and enhance the visual environment and the County's ability to attract sources of economic development and growth."

This section exists in the sign code and is proposed to be deleted. It is common and recommended to include some language in the Purpose that addresses County aesthetics as well as supporting and enhancing the business community.

We also recommend that this section include language that mentions the limits on regulation of speech, such as "to achieve these purposes consistent with state and federal constitutional limits on the regulation of speech."

Section 33.57.030. Exempt signs.

(4) "Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification."

This section includes content regulation (do not incorporate advertising or identification) which should be avoided as a best practice. "Artwork (including murals) is expressive conduct protected by the First Amendment. Several cases have ruled that sign codes that either exempt (Central Radio v. City of Norfolk (4th Cir. 2016)) or regulate (Kersten v. City of Mandan, 389 F.Supp.3d 640 (D. N.D. 2019)) works of art or murals that did not display commercial messages are content-based." *

(5) "The flag of a recognized government or noncommercial institution such as a school."

A common issue with sign regulations written before the Reed v. Town of Gilbert decision are regulations that limit flags to those with government or institutional symbols. This is content-based (Willson v. City of Bel-Nor (E.D. Mo. 2020)), and any definition of flags should include only their physical description with no limitation to government or other symbols.*

(13) Signs at a construction site, no more than three signs and no greater than 32 square feet each, that may identify the architect, engineers, contractors, supplies, or grant agencies involved in the construction project or announces the character of the building. Signs not permitted shall be removed fourteen days after construction is complete;

(14) Signs advertising real estate for sale, rent, or lease, no greater than thirty-two (32) square feet, and removed after the real estate transaction is complete;

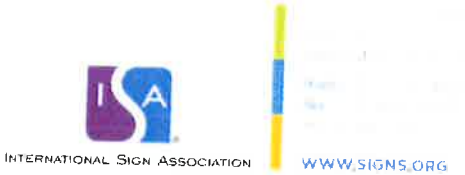
(15) Grand opening or closing displays, such as temporary banners, flags, or balloons, are allowed to remain for a period of fourteen days from setup of the display, to announce the opening of a completely new business, new management, or closing of the business;

Sections (13), (14) and (15) have content-based regulations which we recommend to avoid in order to comply with the Reed v. Town of Gilbert decision. "Content-neutral sign codes regulate signs by their temporal (i.e., whether a sign is temporary or permanent), locational (for example, whether a sign is freestanding or attached, or is in a commercial or residential zoning district), or physical (for example, whether a sign is digital or static) characteristics. In other words, a sign code that regulates only the "time, place, and manner" of signs is considered content-neutral. Content-neutral regulations are subject to intermediate, rather than strict scrutiny. Courts also apply intermediate scrutiny to regulations that affect only commercial speech."*

(16) Banner signs displayed for 3 months as a temporary monument sign used by businesses within commercial zones. Banner signs shall not be used as permanent monument signs. Banner signs affixed to a wall shall be required to be permitted as façade signs.

We recommend that banners be regulated separately from wall signs as a best practice. We suggest that banner signs be allowed with discrete regulations with reasonable time, place and manner restrictions.

Section 33.57.040. Prohibited signs



(13) Electronic signs.

We recommend that electronic signs be allowed. This sign type has proven to be an effective and safe form of advertising. Most community concerns with electronic signs can be alleviated with the resource "Finding Common Ground," which is attached for your consideration.**

An added benefit of electronic signs is the "goodwill" and reputational gain associated with using these signs for community-related public service messages. An important consideration is that end users of electronic signs can be encouraged to opt into the Integrated Public Alert & Warning System (IPAWS) a network of complex systems that lets Local Alerting Authorities send geographically-targeted alerts, including Amber Alerts. IPAWS alerts save lives and protect property by quickly informing the public of impending natural and man-made disasters, or other hazards to public safety and well-being.***

In addition, procedures and regulations can be established that will ensure that electronic signs will not be too bright and be no brighter than existing static signs. We can assist the planning staff with options that will ensure compliance with the code along with regulations that are tailored to the County.

Section 33.57.060. Commercial and industrial sign standards

(1) Freestanding sign, monument signs

This section requires all freestanding signs to be monument signs. We recommend allowing pole signs. Mandating monument signs adds additional costs to the end user. Some sites may not itself to monument signs due to limited space, utilities or landscaping.

g. Freestanding signs shall not exceed thirty-two (32) square feet of sign area.

We recommend that freestanding signs at parcels that are not subject to the Scenic and Recreational Highway Act have an area of 64 (64) square feet. See the attached recommended sign area in the Evidence Based Model Code.* The recommended sign area based on the number of lanes and speed limits that are typical in the County is much greater in the Evidence Based Model Code, than the recommended 64 sq. ft.***

(2) Façade sign(s) shall meet the following standards

c. The sign frame shall be concealed or integrated into the building's architectural character in terms of form, color, and materials;

We do not recommend that façade signs be designed to be integrated into the buildings design. This requirement is not reasonable and will be a challenge for applicants to meet this requirement. This type of standard is typical for a ground sign since freestanding signs have more of a structure that can meet these type of standards. It is not practical or reasonable to require façade signs to be integrated into the building design.

Section 33.57.080. Legal nonconforming signs

(1) A nonconforming sign shall not be altered in height, shape, size, lighting/illumination, or affect the base or support without conforming with the provision of this chapter. No off-premise sign shall add electronic/digital components to a sign and existing electronic/digital signs shall be no greater than 0.3 foot candles above ambient light (includes day and night) and shall remain static for a minimum of 10 seconds, changing instantaneously to avoid startling flashing of lights, and shall transition without animation.

We recommend that all electronic signs have automatic dimming. See the attached ISA resource Night-time Brightness Level Recommendations for On-Premise Electronic Message Centers for recommended model language. With automatic dimming no daytime requirements are needed or practical, since the electronic sign automatically adjusts based on ambient light conditions, such as from day to nighttime and a cloudy day.*****

Therefore, due to the number of issues listed above, we respectfully request that the County Board of Commissioners refer these proposed sign code amendments back to staff and the Planning Commission to be able to address these issues with stakeholders.

We appreciate your consideration of these recommendations. Please do not hesitate to contact me with any questions at 480-773-3756 or james.carpentier@signs.org.

Sincerely,

James Carpentier

James B. Carpentier AICP
Director State & Local Government Affairs

*White, Mark, Content Neutral Sign Codes After *Reed* and *Austin*, Sign Research Foundation, Alexandria VA, Nov. 2022.
** International Sign Association, Finding Common Ground: Answers to Common Questions About Electronic Message Centers, Alexandria VA, 2012
***https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system, accessed April 20, 2023.
****Jourdan, Dawn, Evidence Based Model Code, Sign Research Foundation, Alexandria VA, Sep. 2011.
*****International Sign Association, Night-time Brightness Level Recommendations for On-Premise Electronic Message Centers, Alexandria VA, Aug. 2016

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CONTENT-NEUTRAL SIGN CODES AFTER *REED* AND *AUSTIN*

Sign Research Foundation 2022 Analysis
Mark White, White & Smith, LLC

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AFTER *REED* AND *AUSTIN*

Local governments throughout the United States regulate signs to promote aesthetics and traffic safety. These sign codes typically address the location, dimensions and physical design of signs. Sign regulations often classify signs based on what they say – i.e., their messages.

In 2015, the United States Supreme Court issued its seminal First Amendment decision in *Reed v. Town of Gilbert* that, for all practical purposes, rendered message categories unconstitutional. The *Reed* decision opens a number of grey areas in drafting sign regulations that lower courts have attempted to sort out. One questionable area was resolved nearly seven years after *Reed* to address the issue of on- versus off-premise signs, in *City of Austin vs. Reagan National Advertising*.

This article summarizes the state of the law, sorts through the practical issues in complying with content-neutrality, and offers pointers for local governments considering a sign code update.

What are Content-Based Regulations?

To comply with *Reed*, sign regulations should be "content-neutral" – in other words, agnostic about the sign's message or who is expressing it. While content-neutrality is deceptively simple on its face, it raises practical issues in defining and implementing sign codes.

Content-Neutral Sign Regulation: When a sign is regulated without regard to the message or the speaker.

Content-neutral sign codes regulate signs by their temporal (i.e., whether a sign is temporary or permanent), locational (for example, whether a sign is freestanding or attached, or is in a commercial or residential zoning district), or physical (for example, whether a sign is digital or static) characteristics.

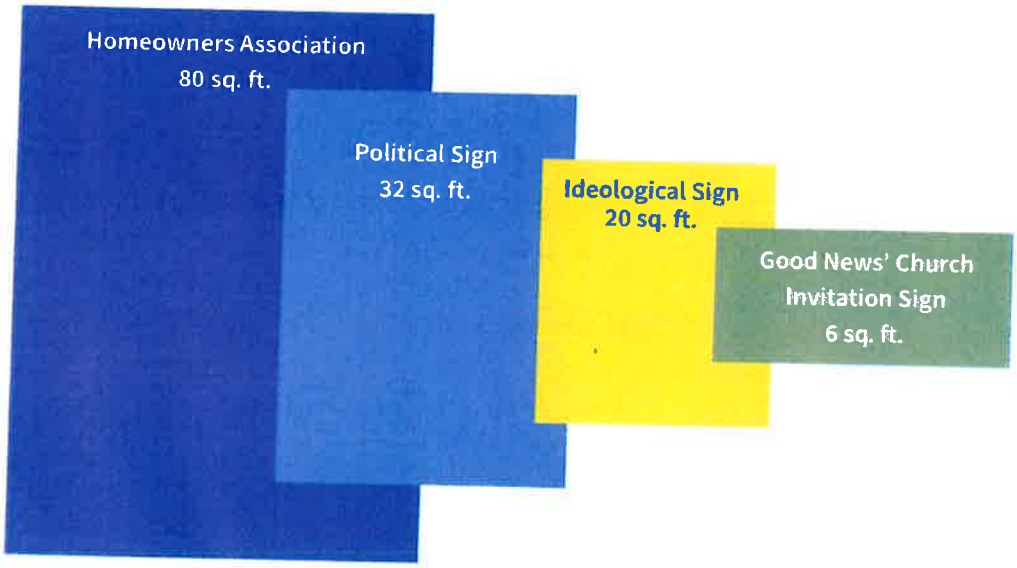
While the First Amendment has permitting and language precision implications for sign codes, the *Reed* decision deals with the issue of message control. *Reed* holds that "content-based" regulations are subject to "strict scrutiny" in the courts. A "content-based" regulation controls the topic of communication, and in some instances the speaker. For, example, in *Reed* the Town of Gilbert, Arizona established a sign category known as a "Temporary Directional Signs Relating to a Qualifying Event," which were signs directing the public to a nonprofit group meeting (such as a church service at a school).

THE TEMPORARY DIRECTIONAL SIGN THAT STARTED IT ALL!

When Pastor Clyde *Reed* wanted people to know where services for his Good News Community Church were located, he was relegated to using these kinds of small temporary directional signs to get the word out. The small church in Gilbert, Arizona, often rented different spaces in temporary locations, making visible and effective signage critical in directing the community. But the Town of Gilbert severely restricted the size, location, number and duration that temporary directional signs could be, especially compared to other signs with political and ideological messages. For example, political signs could be up to 32 square feet and displayed for up to 5 months, but Pastor *Reed*'s signs could only be up to 6 square feet and out for just 12 hours before the services, and taken down after 1 hour afterwards.

Image Source: AZCentral.com (https://www.azcentral.com/story/news/local/gilbert/2015/01/12/gilbert-church-signs-supreme-court-arguments/21636837/)

A temporary directional sign was limited to 6 square feet in area, could stay up 12 hours before and one 1 hour after an event, and only 4 temporary directional signs were allowed on public or private property. By contrast, other temporary sign categories such as "political signs" – defined as temporary signs designed to influence the public elections – were allowed 16 square feet in residential and 32 square feet in commercial districts, could stay up 60 days before a primary and 15 after a general election. The only difference between temporary directional signs and political signs is the kind of message they display.



Display Time Before	Event	Display Time After
UNLIMITED	Ideological Sign	UNLIMITED
4 1/2 MONTHS	Election	15 DAYS
30 DAYS	HOA Event	48 HOURS
16 HOURS	Real Estate Sale	36 HOURS
12 HOURS	Religious Event	1 HOUR

Therefore, the regulations are content-based, i.e., they turn on the sign's content (message), as opposed to its physical characteristics (such as whether it not it is erected on a freestanding pole or attached to a building). This is the case even if the regulations do not discriminate among viewpoints; simply controlling the type of message renders a regulation content-based even when it does not favor some viewpoints over others.

A sign regulation is content-based if the message displayed on a sign has a regulatory impact. Generally, if the zoning administrator has to read the sign to determine what regulations apply, the regulation is likely content-based – with the exception of the on-premise/off-premise distinction, as per *Austin*. Even if the regulation restricts or favors a category of speech for a benign reason (such as to allow churches to guide congregants to services in temporary locations), the regulation is still considered content-based. An innocuous justification cannot transform a content-based law into one that is content-neutral. In addition, the *Reed* decision intimated that content-neutral regulations that target or favor speakers is content-based if it impacts the message.

What Legal Test Applies to Content-Based Regulations?

Content-based regulations are subject to "strict scrutiny" in the courts. This means several things: First, the regulation must serve a *compelling* government interest. A compelling interest is one that exceeds the substantial or legitimate interests supporting a conventional zoning regulation (such as a protecting property rights), and few interests are deemed compelling. Courts have held that aesthetics and traffic safety – the traditional interests that support sign regulations – are not sufficiently "compelling" to support content-based regulations. See *Clark v. City of Williamsburg,* 388 F.Supp. 1346 (D. Kan., 2019), *cert. denied,* 141 S.Ct. 2629, 209 L.Ed.2d 754 (2021) (citing *Quinly v. City of Prairie Village*, 446 F. Supp. 2d 1233, 1243-44 (D. Kan. 2006); *Outdoor Sys., Inc. v. City of Merriam*, 67 F. Supp. 2d 1258, 1269 (D. Kan. 1999); *Solantic, LLC v. City of Neptune Beach,* 410 F.3d 1250, 1268 (11th Cir. 2005). Second, the regulation must be narrowly tailored to that interest.

If other sign categories burden those interests more but are less restricted because of what they say, the restriction is not narrowly tailored. For example, in *Reed,* the Town limited the number and size of temporary directional signs to control clutter, but political signs were unlimited in number and had significantly larger sign allowances. Therefore, political signs were allowed to intrude on the Town's aesthetic interests to a greater extent than temporary directional signs based only on what they said. This was not narrowly tailored to the Town's aesthetic interests. Finally, the regulation is presumed unconstitutional, and the local government has the burden to prove that it meets the first two tests.

Therefore, content-based regulations, or facially-content-neutral regulations justified in relation to content, rarely survive a constitutional challenge when subject to strict scrutiny.

As noted in *Reed*, few sign codes are free of content-based provisions under the Court's content-neutrality standard, both for temporary signs and permanent signs. Every local jurisdiction that regulates signs in their community should review their ordinance and revise it in light of *Reed*, if necessary.

What are Content-Neutral Sign Codes?

Content-neutral sign codes regulate signs by their temporal (i.e., whether a sign is temporary or permanent), locational (for example, whether a sign is freestanding or attached, or is in a commercial or residential zoning district), or physical (for example, whether a sign is digital or static) characteristics. In other words, a sign code that regulates only the "*time, place, and manner*" of signs is considered content-neutral. Content-neutral regulations are subject to intermediate, rather than strict, scrutiny. Courts also apply intermediate scrutiny to regulations that affect only commercial speech.

Intermediate scrutiny requires that a sign regulation is narrowly tailored to serve a *substantial* governmental interest and leave ample alternative avenues of communication. Some lower courts have found that aesthetics and traffic safety are not "compelling" interests under the strict scrutiny standard. However, aesthetics and traffic safety typically meet the "substantial government interest" standard and courts are more deferential in assessing whether those regulations are tailored sufficiently to meet their stated objectives than they are when strict scrutiny applies.

Both the majority and concurring opinions in *Reed* summarized the types of regulations that are considered content-neutral.

Content-Neutral Regulations Include:

1. **MAXIMUM SIGN SIZE**
2. **MATERIALS**
3. **LIGHTING**
4. **MOVING PARTS**
5. **PORTABILITY**
6. **BANNING OR REGULATING SIGNS IN THE PUBLIC RIGHT-OF-WAY**
7. **LOCATIONS**
8. **DISTINGUISHING FREESTANDING AND ATTACHED SIGNS**
9. **DISTINGUISHING FIXED VERSUS CHANGEABLE ELECTRONIC SIGNS**
10. **REGULATING SIGNS DIFFERENTLY BY ZONING DISTRICT**
11. **TOTAL NUMBER OF SIGNS ALLOWED PER FRONTAGE OR AREA**
12. **TIME RESTRICTIONS ON ADVERTISING A ONE-TIME EVENT**
13. **GOVERNMENTAL SIGNS**

Keep in mind that the regulatory matters listed here are content-neutral only if they are not triggered by the sign's message or user (a possible exception is government signs, which remains a grey area). For example, setting a maximum footcandle brightness for digital signs is, on its face, content-neutral. However, allowing digital signs only for gas prices or churches could be content-based.

Notably, the concurring opinion in *Reed* stated that regulating off-premise signs differently from on premise signs, a traditional element of local and state billboard regulation, is content-neutral. However, this did not preclude billboard operators from litigating against on-premise/off-premise distinctions in cities and states across the country over the next several years. The U.S. Supreme Court recently clarified that issue (see discussion of Off-Premise Sign Regulations, below).

Tips to Comply with *Reed*

To comply with the principles announced in *Reed*, a sign code should establish three (3) broad sign categories based on their physical characteristics. These typically include freestanding signs, attached signs, and incidental signs.

Three Sign Categories Based on Physical Characteristics

FREESTANDING SIGNS

Signs that are not attached to any other structure, ie. pole signs and monument signs.

ATTACHED SIGNS

Signs that are attached to a building or structure, ie. wall signs, window signs and murals.

INCIDENTAL SIGNS

Smaller signs that are physically subordinate to the principal freestanding or attached signs on the site, ie. directional signs, historic markers, temporary signs. (The sign code can break temporary signs into a separate category).

To ensure that a sign code is content-neutral, a community should begin by removing all references to the content of sign types, or sign messages that trigger permitting or related sign regulations. For example, a community could replace project identification sign categories with regulations for a single monument or pole sign for properties in a commercial zoning district. This replaces a message trigger (i.e., whether the sign identifies the site) with the physical parameters of the monument or pole sign. A possible exception is sign categories that directly relate to public safety issues. The majority opinion in *Reed* stated that "[a] sign ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers--such as warning signs marking hazards on private property, signs directing traffic, or street numbers associated with private houses-well might survive strict scrutiny."

By contrast, all provisions in a sign code that refer to number, area, structure, location and lighting of signs are content-neutral and unaffected by *Reed* if those categories do not relate to what the sign says. However, keep in mind that other First Amendment requirements apply. For example, a content-neutral regulation that inadvertently chokes off too much speech (see discussion of yard signs below), or that gives a zoning administrator unlimited discretion to deny or condition a sign permit, can intrude on First Amendment rights even if the regulations are facially neutral. Therefore, even if the regulations are content-neutral, a community should make sure that sign allowances are not overbroad and consider how sign permits are processed.

Sign codes should also include severability and substitution clauses.

A severability clause is common to most zoning and land development codes and simply provides that if any part of the code is invalidated in court, the rest of the code remains valid. This is important because there are many grey areas in sign regulations, and both the U.S. Supreme Court and lower courts are still fleshing out the parameters of content-neutrality. A substitution clause simply allows a sign to substitute a noncommercial message on any sign that permits a commercial or another noncommercial message. For a truly content-neutral code, this may seem superfluous. However, this simply clarifies that a sign code regulates only the physical characteristics of the sign and not its message.

Regulating Specific Sign Types

While *Reed's* principles are deceptively simple, there are unsettled issues in its application to specific sign types. These range from traditional temporary placards (such as political yard signs) to lighted projections on buildings. This section explores how the lower courts have treated various, common sign categories and how to address them in your sign codes.

Temporary, Incidental and Yard Signs

Temporary signs are difficult to codify as they are traditionally identified by their message or function. For example, real estate signs relate to the sale of property, and political signs relate to an election. However, a community can regulate the time, place and manner of temporary signs if they are not called out by their message. For example, a sign code can regulate signs based on temporary materials (such as cloth, canvas, vinyl, cardboard, wallboard, or other temporary materials), or temporary types such as feather signs. In addition, the sign code can fold temporary signs into an overall allocation of incidental signs for a site, remaining agnostic about how those signs are used.

For temporary signs, the community should consider a flat time allocation, rather than one tied to specific events. For example, a city amended its sign code after *Reed* to cap the number of temporary signs on any property, with an allocation of 5 additional signs 45 days before and 14 days after an election. This allocation did not restrict the message of the additional signs. In an unreported federal district court opinion, the court ruled that this was impermissibly user-based even though it did not regulate the additional sign's message (www.ricardopacheco.com *et al. v. City of Baldwin Park,* No. 16-CV-09167-CAS, 2017 WL 2962772 (C.D. CA. July 10, 2017)). The court suggested that the community could, for example, allow additional signs for a limited number of times per year not tied to specific events. "For example, the City could authorize five additional signs of up to 12 square feet for 60 days one time per year at the time of the speaker's choosing."

Instead of defining signs by message or function, the sign code should establish overall allocations for incidental or temporary signs. How those signs are used - whether to sell the property, advertise their favorite political candidate, or to express an opinion - is up to the property owner. For example, the City of Indianapolis established a set of standards for "noncommercial opinion signs." After that was found to violate content-neutrality principles, the city replaced that with an overall allocation for yard signs. This was found consistent with content-neutrality requirements (*Geft Outdoor LLC v. Consolidated City of Indianapolis* (S.D. Ind. 2016)). As is mentioned above, however, the overall allocation of yard signs must allow a sufficient amount of speech even if it is content-neutral. Several federal court decisions have invalidated sign codes allowing only one or two yard signs as restricting too much speech, even when those restrictions are content-neutral (*Willson v. City of Bel-Nor* (E.D. Mo. 2020); *Arlington County Republican Committee v. Arlington County* (4th Cir. 1993)).

To avoid administrative and enforcement issues with having to identify whether a sign as "temporary" and enforcing time limits, communities can also fold temporary signs into an overall sign number allocation for incidental signs. If the community believes regulation of temporary signs is needed, it can require stickers that identify when the sign was placed to document compliance with any time restrictions.

A common issue with sign regulations written before *Reed* is regulations that limit flags to those with government or institutional symbols. This is content-based (*Willson v. City of Bel-Nor* (E.D. Mo. 2020)), and any definition of flags should include only their physical description with no limitation to government or other symbols.

Political Signs

Political signs fall into two major categories, including traditional handheld political message signs (picketing, panhandling, "save the turtles") and campaign election signs. Sign codes are traditionally limited to the latter. Political signs are not only a content-based category, but political speech enjoys the highest level of protection in First Amendment case law. Therefore, sign regulation should never target political signs, but rather fold them into incidental and temporary sign allowances. For yard signs, it is advisable to allow additional incidental or temporary signs for a given number of days per year to allow for occasions (such as elections, holidays, or similar times) where additional signs are needed to accommodate speech.

[1]The City later amended its sign regulations to a content-neutral allocation of the number and area of temporary signs, which was upheld on appeal. *Baldwin Park Free Speech Coal. v. City of Baldwin Park*, No. 20-55244 (9th Cir. 2021).

An emerging issue is state preemption of state preemption of political sign regulations. Several states, such as Arizona and Kansas, limit how local governments can regulate political signs during election season. This preemption does not extend to signs that display other forms of speech. How should a local government comply with state law without itself engaging in unconstitutional discrimination between types of speech? At least one federal court case has ruled that the exemption of government signs or signs exempt from state regulation is not content-based (*Signs for Jesus v. Town of Pembroke* (D.N.H. 2017)). Because local governments typically cannot supersede state law, that type of exemption is not itself content-based but rather a recognition that the local government is powerless to supersede state law. In the context of panhandling, a federal district court found that a local regulation that did not incorporate a content-based exemption for solicitations by municipal employees such as firefighters was not content-based even where the city announced an intention to enforce the regulations consistent with state law (*Watkins v. City of Arlington* (N.D. Tex. 2015)).

Special Event Signs

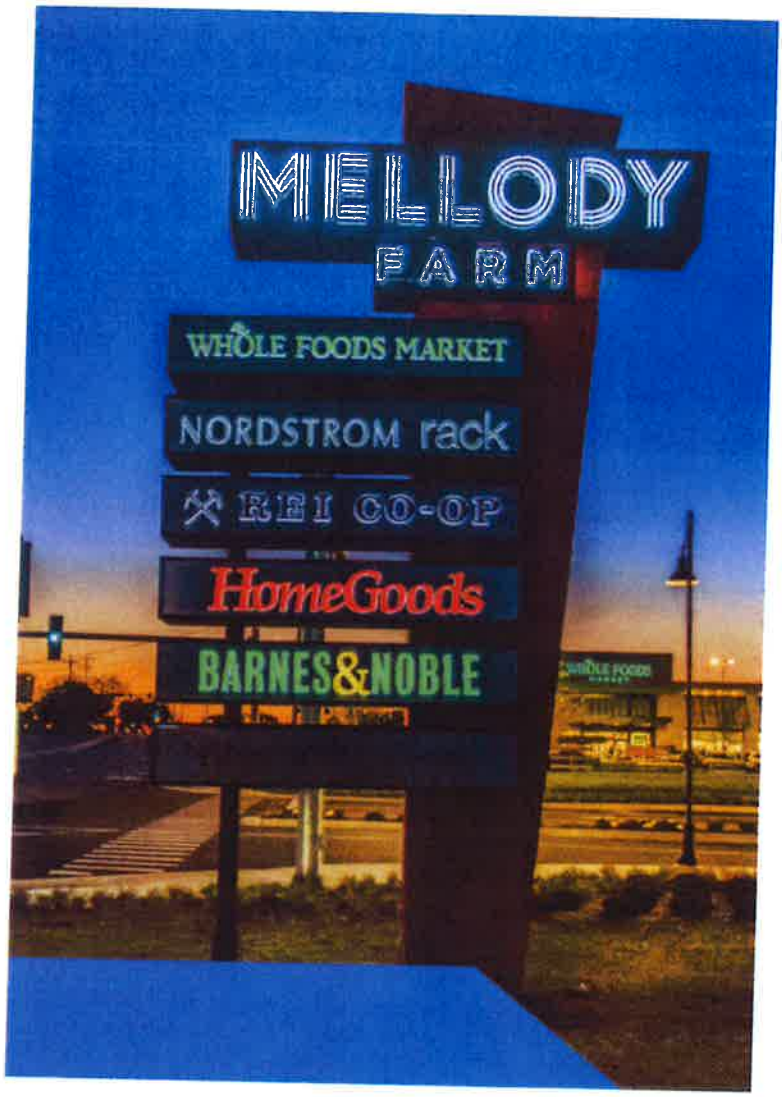
Some sign codes include special regulations or allowances for signs at special events. If those regulations do not require the signs to advertise the special event or something occurring there, it is arguably content-neutral. However, it is unclear whether that would constitute a user preference. Under the current state of the law, it is likely not to constitute a user preference if a special event itself does not restrict expressive conduct. *In Act Now to Stop War & End Racism Coal. v. Dist. of Columbia* (D.C. Cir. 2017), the court upheld a regulation allowing signs posted a public lamppost to remain for up to 180 days, but requiring signs for special events to be removed within 30 days. The court held the regulation was content-neutral because it only regulated where some speech may occur and did not distinguish between events by topic, and was narrowly tailored to the government's interest in controlling clutter. Another court, however, found that an exemption for special and civic event signs (including grand openings) was content-based because one must assess the communicative content of the sign to determine whether the exemption applies (*International Outdoor v. City of Troy* (E.D. Mich. 2017)). More recently, the U.S. Supreme Court in City of *Austin* v. *Reagan National Advertising* (discussed below) distinguished regulations that regulated special event signs generally (which are content-neutral) and those that regulate specific kinds of special events (which are content-based).

Human Signs/Sign Walkers

Some sign codes attempt to regulate signs carried by persons, i.e., the stereotypical costumed Statue of Liberty advertising a tax preparer. Regulating hand-held signs or costumes does not necessarily trigger content concerns, but raises difficulties in distinguishing things like costumes that advertise (e.g., the omnipresent Statue of Liberty) from those that do not (for example, a Statue of Liberty costume designed to send a political message). This also raises difficulties in defining costuming and hand-held signs in a way that meets First Amendment tests for language precision. A pre-*Reed* decision invalidated sign walker regulations based on the *Central Hudson* test (*Kitsap County v. Mattress Outlet* (Wash. 2005)), and at least one state statute (Arizona) addresses sign walkers. Many post-*Reed* cases address panhandling, which does not directly involve a sign display but could involve the same principles of content-neutrality.

Commercial Signs

It remains unclear whether strict scrutiny applies to sign regulations that affect only commercial signs. Sign regulations cannot preference commercial over noncommercial speech (*Metromedia v. City of San Diego* (U.S. 1981)). For regulations that affect only commercial speech, courts have traditionally applied a test announced in *Central Hudson Gas & Electric Corp. v. Pub. Serv. Comm'n* (1980) that asks (1) whether the speech concerns a lawful activity and is not misleading, (2) whether the government's interest is substantial, (3) whether the restriction directly and materially serves the asserted interest, and (4) whether the restriction is no more extensive than necessary. While this does not require a compelling interest, the local government has the burden of proof, and bans on speech that target truthful, non-misleading commercial messages are unlikely to survive intermediate scrutiny. As is discussed below in the context of murals and billboards, communities are finding that limits on commercial signs may not survive judicial review if they wander beyond the sign's physical parameters.



Artwork and Murals

Is artwork a sign? Can cities distinguish art and murals from commercial signs? Artwork (including murals) is expressive conduct protected by the First Amendment. Several cases have ruled that sign codes that either exempt (*Central Radio v. City of Norfolk* (4th Cir. 2016)) or regulate (*Kersten v. City of Mandan,* 389 F.Supp.3d 640 (D. N.D. 2019)) works of art or murals that did not display commercial messages are content-based. Before *Reed,* courts applied intermediate scrutiny to the regulation of commercial speech based on whether the message conveyed is tied solely to economic benefit of the business and serves no purpose beyond the commercial motive. In *Kersten,* the court ruled that design guidelines that prohibit murals with commercial messages but allow other murals that are not commercial is content-based and subject to strict scrutiny. See also *Complete Angler, LLC v. City of Clearwater* (M.D. Fla. 2009)(bait and tackle shop displaying aquatic mural was non-commercial speech, and exemptions for noncommercial works of art and holiday decorations were content-based). *In Morris v. City of New Orleans* (E.D. La. 2019), the city defined murals separately from signs and prohibited commercial advertising on them.

A community who wants to regulate murals can consider the following options:

- **Remove restrictions that exempt or target artwork, along with limits on commercial advertising. The regulations could consider a restriction on text, if the message is not restricted (for example, limiting the text to the artists' signature).**
- **Consider mural subcategories based on their physical characteristics, such as a "wall sign" or "painted wall sign." An issue with this approach is that murals often occupy entire building walls, which exceed typical wall sign limits.**
- **Consider a review process for murals, such as an arts commission review, that examines the artistic quality of the mural. This approach should involve clear standards, time limits, and an express prohibition on considering the mural's content.**

Applying intermediate scrutiny, the court invalidated the mural regulations, finding that "there is nothing in the record to suggest that commercial messages in artwork are more unsightly than non-commercial messages in artwork."

There is also an emerging issue as to whether artistic embellishments are protected. This could involve signs that are embedded in a building's architectural features, or regulating a sign's design elements (such as materials). *In Burns v. Town of Palm Beach* (11th Cir. 2021), the court rejected a First Amendment challenge to in architectural review commissions denial of a building permit to replace a traditional beachfront mansion with a much larger midcentury modern house. Over a strong dissent, the court declined to decide that architecture is expressive conduct. This leaves open common design controls for signs, such as requiring masonry or materials compatible with the principal building style for monument signs. However, if courts were to apply intermediate or strict scrutiny to those types of regulations, local governments would need to examine the basis and regulatory efficacy of sign design controls.

On- vs. Off-Premise Signs:

Off-premise signs advertise products not located on the same premise as the sign, or direct people to off-premise locations. It is common for local sign regulations and state billboard regulations to distinguish on- from off-premise signs. The federal Highway Beautification Act of 1965 (23 U. S. C. § 131) conditions highway funding on outdoor sign regulation, while exempting on-premise signs (i.e., "signs … advertising the sale or lease of property upon which they are located" and "signs, displays, and devices . . . advertising activities conducted on the property on which they are located"). At least two-thirds of state highway beautification regulations and tens of thousands of local sign codes either ban off-premise signs, or subject them to spacing, permitting, and size requirements. Those regulations do not apply to signs that advertise or communicate a business or activity that occurs on the same premise.[2] In *Reed,* a concurring opinion characterized this type of regulation as content-neutral. This is consistent with Supreme Court precedent upholding off-premise sign regulation (*Metromedia, Inc. v. City of San Diego* (1981)).

Both these signs are digital and advertise the same company, but communities are allowed to regulate them differently based on where they are located, according to the U.S. Supreme Court in *Austin* v. Reagan (2022).

Many communities, such as in Austin, TX, prohibit these kinds of digital off-premise signs, or billboards.

Many communities, such as in Austin, TX, allow these kinds of digital on-premise signs, or electronic message centers (EMCs), in the parlance of the on-premises sign industry.

Image Source: Daktronics

[2]In response to concerns that off-premise classifications were content-based, after *Reed* several states revised their outdoor advertising statutes or regulations to replace the premises category with a category for signs that are erected for compensation. See Colorado Rev. Stat. § 43-1-403(1)("Advertising devices" include signs "for which compensation is directly or indirectly paid or earned in exchange for its erection or existence by any person or entity"); Kentucky Rev. Stat. § 177.830(5)("advertising device" means a sign "[o]perated or owned by a person or entity who is earning compensation directly or indirectly from a third party or parties for the placement of a message on the device"); Tennessee Code Ann. § 54-21-102(18)("[o]utdoor advertising device" is "a sign that is operated or owned by a person or entity that is earning compensation directly or indirectly from a third party or parties for the placement of a message on the sign"). A federal district court found the Colorado legislation content-neutral in *StreetMediaGroup, LLC v. Stockinger*, No. No. 1:20-cv-03602-RBJ (D. Colo. 2021), because the state transportation department "need not be aware of a sign's content to determine whether compensation was received for its erection."

The United State Supreme Court recently confirmed that off-premise sign regulations subject to intermediate, not strict, scrutiny. In *City of Austin v. Reagan National Advertising,* 142 S.Ct. 1464 (U.S. 2022), the court considered a sign code that prohibited the digitization of off-premise signs. Plaintiffs claimed that off-premise sign categories are content-based because persons (especially regulators) have to read the signs to determine whether the message related to things occurring on-or-off the site. The U.S. Supreme Court rejected this argument, ruling that the distinction relates to the location of signs and is not inherently directed at the sign's message. Essentially, the court held that the need to read the sign is directed to its location rather than its message. Therefore, off-premise sign regulations that do not preference commercial over non-commercial speech are subject to intermediate rather than strict scrutiny.

While off-premise sign regulations are not presumed unconstitutional, they remain subject to First Amendment challenge. In drafting off-premise sign restrictions, local governments should consider the following:

1. ***Reed's* "Need to Read" Test Does Not Apply to Off-Premise Sign Regulations.** *Austin* reasons that conventional off-premise sign categories require "examination of speech only in service of drawing neutral, location-based lines" rather than controlling the sign's communicative content. However, central to its holding is that the off-premise category did not trigger a specific or substantive category of speech, such as political messages, ideological messages, or directional messages concerning specific events (*Austin*, at 8). Therefore, off-premise sign categories that regulate specific types of off-premise messages or users could implicate higher scrutiny and jeopardize the regulations in court (see paragraphs 3 and 5, below) because they affect the sign's topic, idea or message.

2. **Billboards versus Off-Premise Signs. While many billboards are off-premise signs, the two concepts are distinct.** A billboard is a physical category – typically, a large, freestanding panel sign. By comparison, an off-premise sign can occur in any configuration – including a billboard, a wall sign, or on digital copy. Communities can choose to regulate billboards as physical entities regardless of their message, removing the need to justify distinctions between off-premise commercial messages under intermediate scrutiny. For example, a sign code could define a "billboard" as a panel-type sign mounted on posts or steel frames (see, for example, Westminster, Colorado Sign Code § 11-11-16(D)), or as a freestanding smaller than typical bulletin specifications (672 square feet in area or 14 feet in height).

3. **Off-Premise Distinctions that Regulate Non-Commercial Messages May Trigger Strict Scrutiny.** The *Austin* opinion assumed that the sign regulations at issue regulated only commercial speech. Because non-commercial speech receives a higher degree of protection under the First Amendment, regulations that implicate non-commercial messages (such as political campaign or religious messages) will trigger strict scrutiny. However, regulations that affect any off-premise message – whether or not those messages are commercial in nature – will trigger only intermediate scrutiny.

4. **Limiting Off-Premise Regulations to Commercial Messages is Subject to Intermediate Scrutiny.** Both the majority opinion and dissent in *Austin* recognized that regulations targeting only commercial speech (i.e., advertising or directing customers to a business) are subject to intermediate, not strict, scrutiny (*Austin* at 10 [majority opinion], Thomas, dissenting, at 2, note 1).

[3] *Austin*'s sign regulations, as described in the majority opinion, did not exempt noncommercial speech. *Austin* at 5, note 3.

5 **Off-Premise Regulations that Regulate Commercial Messages Differently may Fail Intermediate Scrutiny.** It is one thing to regulate off-premise advertisements, and another to carve out special treatment for specific businesses. For example, some sign regulations have special permissions for off-premise real estate signs, hospital, or farms. Car dealerships, hospitals, bookstores, or other businesses do not qualify for those exemptions. What government interest justifies not allowing a car dealership to display a sign at an off-premise location while allow that permission for a homebuilder? Why would a general regulation or allowance for off-premise signs – coupled with size, spacing and design restrictions – not promote those interests as effectively? A local government with those categories would need to show how those distinctions are narrowly tailored to serve a significant government interest.

6 **Facially Content-Neutral Off-Premise Sign Regulations Trigger Strict Scrutiny if they have an Impermissible Purpose or Justification.** The majority opinion in *Austin* stated that an impermissible purpose could sink a content-neutral off-premise sign regulation, but gave no examples. One example could include, for example, a regulation that allows for billboards only during election season – where the regulation allows for any form of off-site message, but is designed to favor a particular form of speech (see www.ricardopacheco.com, *supra*).

In drafting off-premise sign regulations, the most conservative approach legally is to regulate only commercial speech (which triggers only intermediate scrutiny), and at least to ensure that the regulations do not explicitly or implicitly favor commercial over non-commercial speech. In addition, regulating only the billboard structure with no off-premise sign restriction is a viable approach legally, but also potentially exposes more locations to off-premise advertising. However, the *Austin* decision clarifies that none of these approaches (without more) will trigger strict scrutiny.

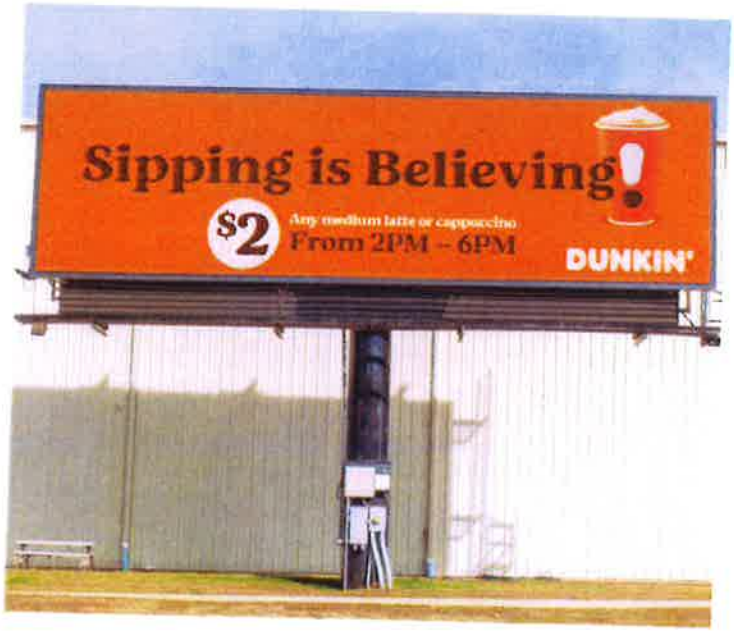


Image Source: Watchfire

Public Forum

Local governments retain wider discretion over the display of their own signs and those on their own property than they do for private signs on private property. However, free speech protections apply when the government opens public property to private expression. In 2022, the U.S. Supreme Court addressed the issue of signs in the public forum. In *Shurtleff v. City of Boston,* No. 20–1800 (U.S., May 2, 2022), the City routinely allowed the display of flags on a flagpole at City Hall with no guidelines or control over who could display them or their content. The City denied the display of a religious flag based on concerns that it would violate the Establishment Clause by endorsing a set of religious beliefs. The City's lack of involvement in selecting flags for display at that location meant that the display was private (not public) speech. Therefore, denying permission to display the flag amounted to viewpoint discrimination in violation of the First Amendment. Local governments should exercise clear control over signs in public spaces where only government speech is allowed, and adopt content-neutral rules for permitted private displays (other than exempt government signs, such as traffic directional signs) in the public forum.

Reed's Top 10 Takeaways

The *Reed* decision changed the way communities and courts look at sign regulations, and its impact is still being felt (and litigated) across the nation. Local jurisdictions applying the content-neutrality principles of *Reed* to their sign code should consider the following:

1 While the facts in *Reed* involve temporary signs, content-neutrality is not limited to temporary signs. The First Amendment protections at issue in *Reed* apply to any form of communicative content - whether the sign is a cardboard election sign in a yard, a large monument sign at the entry to a shopping center, or a mural subject to design review.

2 If a regulation affects the topic or message conveyed, the regulation is content-based and likely subject to strict scrutiny. This applies whether the regulation appears in a sign code, a zoning ordinance, design guidelines, or some other regulation.

3 A sign code should identify all signs (permanent or temporary) by their structure or design (such as the sign's materials, configuration, and presentation – i.e., whether or not it has changeable or digital copy, lighting, and similar visual features), rather than what they say.

4 Communities do not usually run into trouble simply because they regulate a sign's dimensional standards or design features. Instead, sign codes trigger strict scrutiny when they create either: (1) exemptions for preferred categories of speech, or (2) target categories of speech for regulation through their sign code.

5 Communities who want to specifically regulate temporary signs can continue to do so, but should base their regulations on the signs structure type (such as feather signs, windblown signs, or cardboard placards mounted on a metal frame) and uniform event triggers (such as 5 to 10 temporary signs along a frontage for up to 30 days four times a year).

6 Traditionally, courts have given more deference regulation of commercial content through intermediate scrutiny. However, some lower courts have started to apply strict scrutiny to commercial content categories and it is fair to say that the state of the law is unclear.

7 *Reed* does not require signs to be bigger, cluttered, brighter, or otherwise an obstacle to a community's aesthetic or traffic safety objectives. It simply advises communities to focus carefully on the physical characteristics of signs that they truly need to regulate, and to avoid interfering with a sign's message.

8 To control clutter and driver distraction, sign codes can use allocation-based systems that allow persons and property owners to allocate messages as they see fit within the parameters established by the sign code's dimensional standards.

9 There are other First Amendment requirements and constitutional issues to consider, such as overbreadth, vagueness, and how long it takes to issue a sign permit. Those are beyond the purview of this article but remain important considerations.

10 Distinctions between on- and off-premise signs are sufficient under *Austin*, if they do not involve other content-based categories (for example, allowing off-premise signs for some messages but not others).

Communities applying these content-neutral principles can develop and implement sign codes that promote community character, traffic safety, and economic development.

About the Author:

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IS YOUR COMMUNITY EXPLORING SIGN CODE CHANGES?

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Finding Common Ground:

Answers to Common Questions About Electronic Message Centers (EMCs)

Finding Common Ground:

Answers to Common Questions Involving On-Premise Electronic Message Centers

Is your community trying to determine how to treat on-premise electronic message center signs (EMCs)? Are you trying to strike a balance between the desire for businesses to use EMCs and community aesthetics? Do you have concerns about the safety of EMCs? Are you confused or frustrated about how to properly regulate these types of signs?

If you have answered in the affirmative to any of these questions, you are not alone. Planners, community officials, small businesses and sign companies have struggled with these questions for several years. As the trade association for the on-premise sign industry, ISA has worked with hundreds of communities across the country on EMC issues, lending our expertise in helping to develop reasonable and beneficial code language governing this modern and innovative sign technology.

Just to clarify, EMCs are not digital billboards, which advertise a good or service that is located away from where the sign is located. Rather, EMCs are digital signs that are located on the premises of the business, and that advertise goods and services that are provided at the location.

(Left) Electronic message center (EMC) / on-premise sign advertising a product that is located at the place of business

(Right) Digital billboard / off-premise sign advertising a business away from where the sign is located

There is often confusion regarding on and off-premise digital signs. However, EMCs and digital billboards have very distinct capabilities and purposes, each targets a specific audience and each has traditionally been treated under separate legal and regulatory regimes. For the purposes of this publication, we are focusing solely and exclusively on EMCs.

We have compiled this guide in order to help all stakeholders make informed decisions about EMCs, addressing common concerns and providing the perspective necessary for the development of effective sign regulations. We hope that the information in this publication can assist each community in finding common ground in the quest for appropriate EMC regulation.

INTERNATIONAL SIGN ASSOCIATION

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Before

After

The traditional multitenant sign at the top is forced to use unimaginative fonts and colors in order to fit in all the businesses, the same multitenant sign on the bottom has added an EMC which advertises each tenant every ten seconds, making the sign less cluttered and more attractive.

EMCs and Aesthetics

Issue

Some communities are concerned with the impact of EMCs on the visual environment. Most concerns regarding aesthetics can be resolved with effective regulation. Proper brightness standards and regulated content presentation standards can resolve the majority of aesthetic concerns. When properly regulated and utilized, EMCs can actually enhance community aesthetics.

The manually-changeable reader board, an ancestor to EMC technology, is common in most communities. Mis-matched letters, bland fonts, and other design limitations make a reader board to electronic message center conversion an improvement in aesthetics. A properly regulated EMC is considered by some to be more attractive than a traditional reader board.

Another example of sometimes aesthetically-displeasing signs is multi-tenant panel signs that can be found in many retail multi-tenant shopping centers. Frequently these signs are packed with a long list of tenants, which are functionally invisible to the motoring public. Such lack of visibility affects the viability of the retail center, and unviable businesses can eventually become an eyesore. Allowing an EMC in a retail shopping center can give tenants the visibility they need, replace functionally invisible signs with an effective sign without increasing over all square footage, and thus improve the aesthetic appearance of the shopping center.

Lack of visibility and the ability to change advertising messages often results in some business owners using alternate methods to get the message out. Ironically, prohibitions or severe restrictions on EMCs can result in the very thing such sign codes are intended to avoid; namely, visual clutter by excessive signage. By allowing properly regulated EMCs to operate in a community, you can avoid these aesthetically objectionable behaviors from occurring. If a business owner is able to use an EMC, the need for excessive banners and other forms of visual clutter are eliminated.

Associating these signs with Las Vegas is a common concern voiced in the debate over EMCs and aesthetics. A closer look at the size, height, spacing and content delivery methods on signs on the Las Vegas strip reveals that this comparison is inaccurate. Signs on the Las Vegas strip have few or no set back requirements, spacing limitations, or height restrictions. It is not uncommon for signs on the Las Vegas strip to exceed two hundred feet in height, and most of the larger signs exceed several thousand square feet in total sign area. Most communities do not even come close to allowing signs such as these. Unless your community allows signs of this magnitude, it is highly unlikely that your community will resemble anything like Las Vegas.

Recommendations

The key to addressing aesthetic concerns regarding EMCs is to ensure that the message brightness, duration, and transition method are properly regulated and enforced in conformity to community aesthetic values. EMCs in and of themselves are not aesthetically displeasing.

EMCs and Code Enforcement

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Issue

Local sign codes often have provisions regarding the regulation of EMCs. Sign companies help their customers learn what regulations govern their EMCs when the product is sold. Once the EMC is permitted, it is up to the sign owner to make sure that they program their sign so that it is in compliance with the local sign code. EMC manufacturers can only build signs that are capable of compliance.

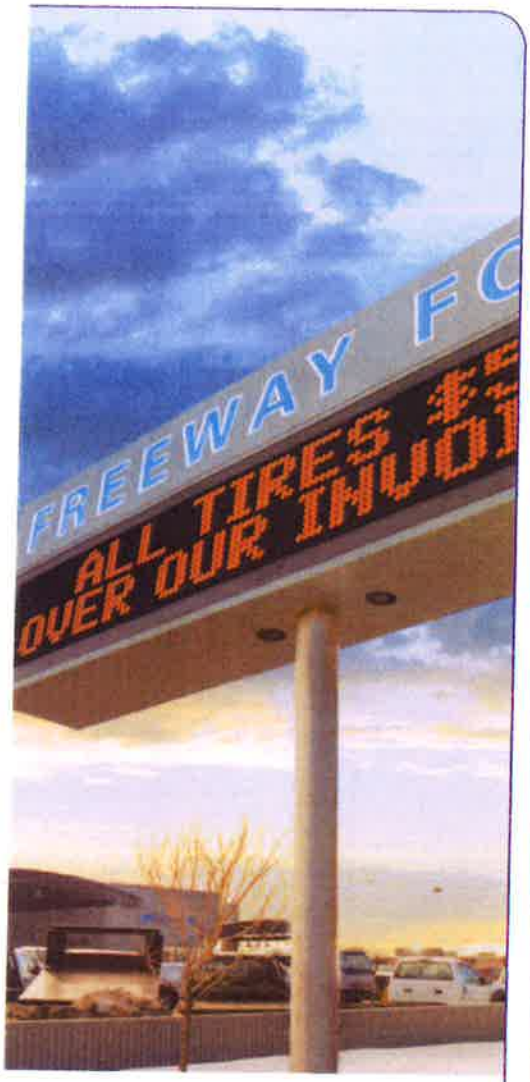
In some rare instances, out of fear that some extra-judicial programming will take place after an EMC is permitted and operational, some local regulators have attempted to take the position that such signs are prohibited altogether.

Recommendations

The sign industry encourages strict compliance with sign codes and should always educate customers on how to properly operate EMCs. However, occasionally EMCs are programmed beyond the limitations of local regulation by their owners. Acknowledging the difficulty of city code enforcement, one way of encouraging proper and legal use of these signs by their owners is to have the owner sign an affidavit at the same time the sign is permitted in which the owner agrees to abide by the local regulations or else be cited and pay a fine.

There is no legal basis to deny a static-display electronic sign, as it is legally indistinguishable from any other illuminated sign. Car usage is not prohibited merely because cars are designed so that they can exceed the speed limit; tickets are issued to the driver if they *do* exceed the speed limit. Likewise, if a sign owner *actually* violates the zoning or sign code, the remedy is to cite them for the violation, not to presume that they will do so and refuse to issue permits at the outset.

Cities can require EMC users to promise that they will program and use their signs in compliance with the local sign code, including imposing penalties for knowingly violating the ordinance.



This EMC user can only use amber-colored text messages, which can be bland and limit the creativity of their business message.

EMCs and Color Restrictions

Issue

Some jurisdictions have established restrictions on the types of content displayed on EMCs. Among the restrictions are limits to the number of colors displayed or a prohibition on full-color images. Many of these limitations are based on a belief that multiple colors or "photo-quality" images are more intrusive or distracting to motorists. We believe that restrictions on the appearance of EMC displays fail to advance any compelling governmental interest and represent an impermissible content-based regulation.

Color-Based Limits

Color restrictions can take the form of limiting the total number of colors displayed ("one color only" or "no more than 3 colors") or specifying the colors allowed ("amber only" or "no red lights"). As a practical issue, most EMCs are comprised of RGB pixels capable of displaying full color images. In order to display most colors, the image actually consists of a mixture of individual LEDs displaying red, green, or blue in varying amounts. Even if the display appears to be a single color ("white"), when viewed at a close distance the EMC can be seen to generating multiple colors of light that blend together as the viewing distance increases. Restrictions on the number of colors are problematic to enforce as questions of color shading and the "black" appearance of unlit LEDs complicate the ability to precisely determine the number of colors being displayed.

Additionally, many EMCs are designed to display information in a format similar to conventional signs. A filling station commonly displays the prices of gasoline, diesel fuel, ethanol and kerosene using different colored numerals. If a manual changeable copy panel can display a message using multiple colors, an EMC should be afforded the ability to display the identical message.

Recommendations

Any attempt to regulate EMCs based on the appearance of the display may run afoul of judicial scrutiny of content-based regulations. Other federal protections on the display of registered trademarks also may affect controls on the display of logos (for example, the Federal Lanham Trademark Act.)

Any EMC should be allowed to display text information, graphics, or images identical to a permanent display on a non-EMC sign. EMC-specific regulations should avoid restrictions on the information displayed and be limited to appropriate controls on sign brightness, size, and message change.

EMCs and Definitional Problems & Solutions

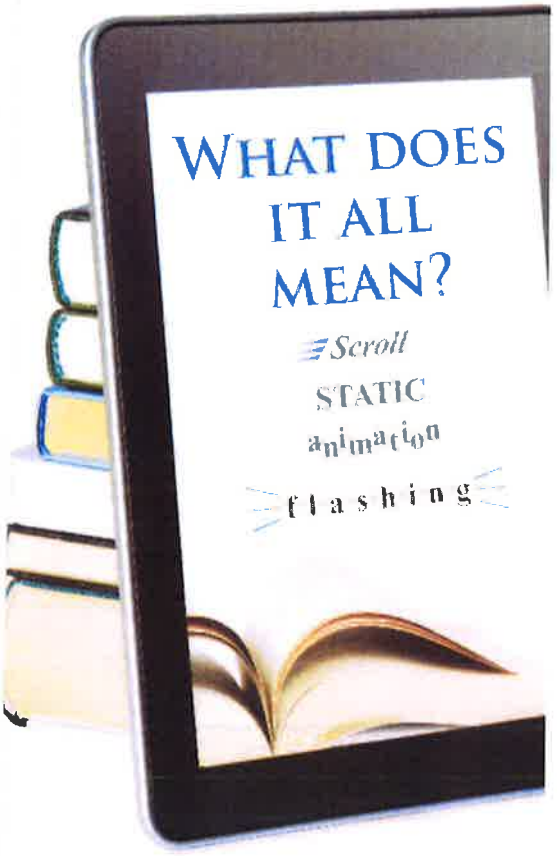
INTERNATIONAL SIGN ASSOCIATION

Issue

When it comes to drafting and enforcing signs codes, it is important for the language and definitions have clear, reasonable, workable and easily understandable meanings. This is especially true when it comes to definitions in the part of the sign code that covers EMCs. This language can often be technologically incorrect, difficult to implement, and unworkable in practice, resulting in sign codes that don't benefit regulators, sign users or the community.

Terms that need consistent clarification in regard to EMC regulatory language can be as basic as the definition of a changeable message sign. There are two kinds of such signs, manually-changed and electronically-changed. Most manually-changed signs involve a background surface with horizontal channels, into which plastic letters and numbers are inserted into the channels on the sign face. The message must be changed by having an employee or technician remove the existing plastic letters and replacing them with the new message.

On the other hand, for the most part EMCs use light emitting display technologies such as LEDs. These kids of changeable message signs are operated via computer at a remote location and can change messages as fast as they can be programmed. For the purposes of this document, we are focusing on the definitional issues that arise when it comes to EMCs



Recommendations

EMC regulatory language should cover certain technical capabilities of such signs such as:

ANIMATION — the usage of multiple frames running at a fast enough speed that the human eye perceives the content to be in continuous movement.

DISSOLVE — a mode of message transition on an EMC accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.

FADE — a mode of message transition on an EMC accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

FLASHING — an intermittent or flashing light source where the identical EMC message is constantly repeated at extremely fast intervals.

FRAME — a complete, static display screen on an EMC.

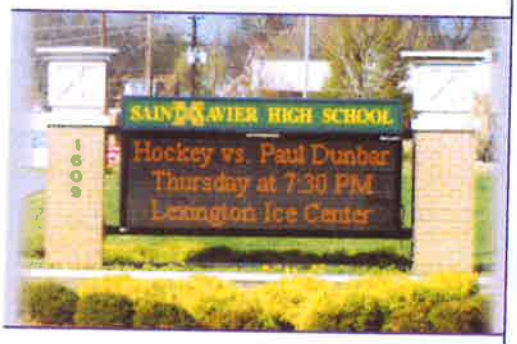
FRAME EFFECT — a visual effect on an EMC applied to a single frame to attract the attention of viewers.

SCROLL — a mode of message transition on an EMC where the message appears to move vertically across the display surface.

STATIC MESSAGE — messages that contain static messages only, and do not have movement, or the appearance or optical illusion of movement during the static display period, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement.

TRANSITION — a visual effect used on an EMC to change from one message to another.

TRAVEL — a mode of message transition on an EMC where the message appears to move horizontally across the display surface.



The school sign on the top has been allotted a very small area for its EMC as compared to the school sign on the bottom. The school sign on the bottom is therefore able to present more information in a more legible fashion on the screen in comparison.

EMCs use light emitting diodes, or LEDs, which are one of the more energy-efficient forms of lighting available today.

EMCs and Digital Area Size Limitations

Issue

Some jurisdictions have adopted restrictive square footage area restrictions for EMCs. For example, restrictive allowable square footage for EMCs would be to only allow 25% of the maximum square footage for a sign. We believe that if square footage restrictions for electronic message centers are too restrictive this may lead to limiting the type of message that a business can display. A smaller EMC may only lend itself to effectively displaying text, restricting the business to utilize images. Since EMC's are considered such an effective method for a business to advertise, this will also have a potential negative economic impact on a business.

Economic Considerations

EMCs have proven to be a very cost effective method of advertising, especially when compared to radio, television, and print media. A typical small business does not have the recognition of a national chain. Therefore, affordable and effective advertising that is provided by an EMC can be an important factor of a successful business.

Recommendations

In support of the business community and particularly small business, no square footage area restrictions or minimal restrictions of the allowable square footage, are recommended for EMCs. This will afford a business the flexibility to display images or text providing, full marketing advantage afforded by electronic message centers. By allowing the business community greater flexibility in the allowable square footage of EMC's can also lead to overall support and economic enhancement of the community. An additional advantage of allowing minimal restrictions on the allowable area for EMC's will enable enhanced messaging for community or civic events.

EMCs and Energy Consumption

Issue

Some jurisdictions are concerned about the amount of energy consumption by electronic signs, including EMCs. Modern EMCs use light-emitting diode or "LED" lighting technology to produce changeable messages. LED lighting is one of the most energy efficient forms of lighting, according to the U.S. Department of Energy.

Recommendations

Gains in LED efficiency over the past few years have been dramatic. Many EMC manufacturers have reported efficiency gains of almost 80% over a five-year period, and it appears that the trend towards more efficiency will continue. EMCs are on the cutting edge of the most energy efficient sign technologies.

When compared to other forms of advertising such as print media, radio, or television, and EMC is a more environmentally responsible form of advertising. The energy, paper, and equipment used in other forms of advertising far outweigh the energy consumption and overall environmental impact of an EMC.

EMCs and the Highway Beautification Act

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Issue

The Highway Beautification Act (23 USC 131) of 1965 calls for control of outdoor advertising or billboards within 660 feet of the nation's Interstate Highway System and the existing federal-aid primary highway system.

Since its passage, the Highway Beautification Act has been consistently interpreted as exempting on-premise signs under its jurisdiction. However, in recent years a few state and federal officials have mistakenly sought to regulate on-premise signs using the Act as justification.

Recommendations

The Highway Beautification Act cannot be used as justification for government officials to regulate on-premise signs. The HBA does not apply to all signs within 660 feet of a primary aid highway or interstate system. 23 USC 131(c)(2) and 23 USC 131(c)(3) of the Act provide exceptions for on-premise signs, including for on-premise EMCs. It was never the legislative intent of the drafters of the Highway Beautification Act or its subsequent amendments to place on-premise signs under any federal control.

President Lyndon Johnson and his wife "Lady Bird" at the signing of the 1965 Highway Beautification Act, which regulates outdoor advertising (billboards), not on-premise signs

Electronic message centers have often been the targets of moratoriums by local officials. However, prohibiting these types of signs (or other types, such as pole signs or window signs) can often hurt existing businesses in the community and could discourage the development of new businesses.

EMCs and Moratoriums

Issue

Moratoriums are not necessary to change a sign ordinance unless it can be proven that specific kinds of signs imminently threaten public health and safety. Communities should be able to research options and revise their sign codes without resorting to moratoriums.

Many communities enact temporary moratoriums on certain kinds of signs while they consider how to regulate these specific signs. During this period of time, permits are not issued for the specific types of signs. In some cases, a temporary moratorium leads to a permanent ban on the kinds of signs in question.

Recommendations

ISA believes that sign moratoriums make for poor public policy for several reasons, including the following:

(1) moratoriums can have the affect of favoring businesses which have the targeted signs already in existence;
(2) government signs are often not included under moratoriums;
(3) moratoriums often take place during important economic opportunities (i.e. Christmas, summer tourism season etc) for local businesses; and
(4) moratoriums could discourage development of new businesses.

Most importantly, sign moratoriums can usually be avoided by effectively involving and communicating with the appropriate community stakeholders.

If a community elects to enact or extend a sign moratorium, it should be used as a last resort, and only then in furtherance of an imminent health or safety concern. A sign moratorium should be limited to the shortest possible duration.

EMCs and Night-time Brightness

International Sign Association

Issue

EMCs that are too bright at night can be offensive and ineffective. EMC brightness at night is an issue where sign users, the sign industry, and community leaders have a common goal: ensuring that EMCs are appropriately legible. The messages that these signs convey can be rendered unattractive and perhaps even unreadable if they are programmed too bright when it is dark outside.

That's why many sign companies recommend to their customers that in order for these signs to be most effective, their brightness be set at such a level to be visible, readable and conspicuous.

Recommendations

In 2008, the International Sign Association (ISA) retained Dr. Ian Lewin of Lighting Sciences to help the industry develop scientifically-researched, understandable recommendations for EMC brightness. Dr. Lewin is a past chair of the Illuminating Engineering Society of North America (IES), and is greatly respected within the lighting field. His work for ISA was conducted with the input of experts within the sign industry.

As a result of this research, the recommended night-time brightness level for EMCs is 0.3 foot candles above ambient light conditions when measured at an appropriate distance. This is a lighting level that works in theory and in practice. Dozens of jurisdictions across the country have adopted these standards, either in whole or in part.

Included with this research and recommendations are model statutory language and six short steps to help guide the process. You can find these EMC Night-time Brightness Recommendations at www.signs.org/brightness.

This shopping center's electronic message center (EMC) is communicating a message not about any goods or services sold on the property, but about a non-commercial community-oriented event that is happening at a place other than at the location of the sign. It is perfectly acceptable for an on-premise EMC to broadcast such a non-commercial message; however, if the same sign were to communicate a commercial message about a store in the next town or advertise for a product that was not sold at that particular location, it would be in danger of losing its permitted status as an on-premise sign and could instead be classified as an off-premise sign. This new classification would usually entail undergoing a new permitting process, additional fees and other arduous procedures.

EMCs and Off-Premise Messages

Issue

An on-premise sign is a communication device whose message and design relate to a business, an event, goods, profession or service being conducted, sold, or offered at the same location as where the sign is erected. An off-premise sign is any sign that is not appurtenant to the use of the property, a product sold, or the sale or lease of the property on which it is displayed and that does not identify the place of business as purveyor of the merchandise, services, etc. advertised upon the sign.

When an on-premise EMC is programmed to include among its several messages one that advertises a business, an event, goods, profession or service being conducted, sold, or offered at a different location from where the sign is erected, it may be viewed by some government officials as being an off-premise sign, and need to be permitted and regulated as such. This can have adverse impacts on both the individual sign users as well as other future sign users who will need approval from zoning or permitting authorities.

Recommendations

ISA believes that the messages that should be displayed on signs permitted under on-premise sign regulations should be messages relating to a business, an event, goods, profession or service being conducted, sold, or offered at the same location as where the sign is erected. ISA also believes that on-premise signs should be permitted to display noncommercial messages and public service announcements without risk of losing their on-premise status or exemption from outdoor advertising restrictions.

EMCs and Text-Only Restrictions

INTERNATIONAL SIGN ASSOCIATION

Issue

Some jurisdictions have established restrictions on the types of content displayed on EMCs. Among the restrictions are prohibitions on high-quality images. Many of these limitations are based on a belief that "photo-quality" images are more intrusive or distracting to motorists. We believe that restrictions on the appearance of EMC displays fail to advance any compelling governmental interest and represent an impermissible content-based regulation.

Alphanumeric Limits

Alphanumeric controls are designed to limit displays to the 62 Latin letters and Arabic numbers. Photographic images, graphics, and other characters are prohibited. While alphanumeric text allows messages to be expressed, the limited displays are not necessarily as effective as images can be. As noted in the APA's *Street Graphics and the Law*, (pictographic) images are encouraged as they are more easily comprehended than text. Additionally, images allow businesses to express the products offered at their location using registered trademarks and logos, which are much more readily identified than words expressing the same message.

Recommendations

Any attempt to regulate EMCs based on the appearance of the display may run afoul of judicial scrutiny of content-based regulations. Other federal protections on the display of registered trademarks also may affect controls on the display of logos.

Any EMC should be allowed to display text information, graphics, or images identical to a permanent display on a non-EMC sign. EMC-specific regulations should avoid restrictions on the information displayed and be limited to appropriate controls on sign brightness, size, and message change.

The Burger King EMC photo at the top can only use text, while the Burger King EMC photo on the bottom can also show pictures, logos, and other images.

Pictured is an official District of Columbia Department of Transportation digital sign, with a two-second time interval, informing motorists during rush-hour on a high-traffic area about their distracted driving law. That our nation's capital uses this type of signage technology to educate drivers demonstrates that digital technology enhances safe traffic conditions.

EMCs and Traffic Safety

Issue

Many jurisdictions that consider regulations on EMCs fear that allowing this technology to be used in signage will lead to an increase in traffic accidents. These fears are unfounded. The LED technology inherent in electronic message centers have been studied for over 30 years and have never been found to be hazardous to traffic safety. Studies from reputable organizations such as Virginia Tech Transportation Institute, Tantala Associates and even the Federal Highway Administration have found that digital signs are appropriate along the nation's roadways.

The Federal Government has accepted the use of this technology in signage along the roadways. Over forty State Governments have specifically adopted regulations allowing for its usage. In fact, digital signs are found throughout the United States.

Recommendations

There are two basic types of safety studies in the United States: Statistical and Human Factors. Neither type of study has ever shown that digital signs cause an increase in accidents or are a hazard to the traveling public.

Statistical studies look at multiple locations and attempt to determine whether the introduction of a stimulus (in this instance an EMC) caused an increase in accidents. The study begins by looking at traffic data at specific locations, for a number of years before the digital sign is erected. This data provides a baseline by which to judge whether there was an increase in accidents. The researcher then analyzes the same data that is present for these locations after the digital sign is erected. No statistical study has ever shown that digital signs cause an increase in accidents. In fact, a 2012 study by Texas A&M University researched over 120 locations of EMCs in four states, and found that there is "no statistically significant impact between the installation of on-premise digital signs and an increase in crashes."

Human Factors studies look at the way in which a stimulus affects a driver. Such studies have been done on any number of stimuli: eating and drinking, changing the radio-A/C dials, texting, etc. This type of study looks at how a driver may become distracted by a stimuli and how such distraction could increase the likelihood of an accident. No such study has ever found that digital signs are so distracting as to be the cause of an accident.

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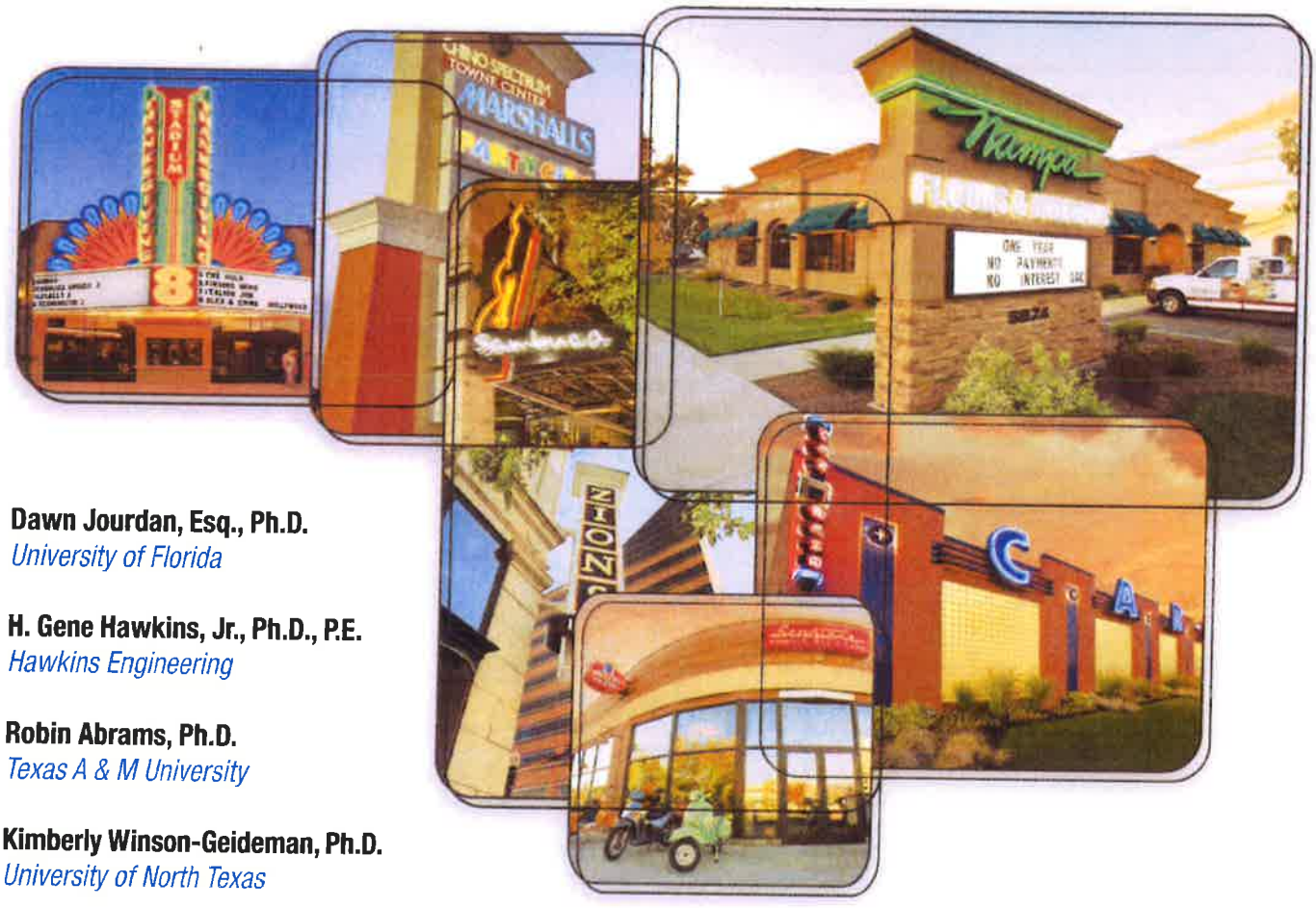
A Legal and Technical Exploration of On-Premise Sign Regulation

An Evidence Based Model Sign Code



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URBAN DESIGN ASSOCIATES

Model Sign Code Executive Summary

The on-premise commercial sign[1] is one of the primary means by which a business conveys its message of commerce. These signs identify businesses by name, address, and product sold. In some cases, these signs can be used to put forth non-commercial messages that inform the community. It is to the benefit of businesses that these signs be well-designed and erected in contexts that do not diminish the messages they seek to communicate.

This objective may be accomplished through municipal regulation. Unlike most modern sign codes which attempt to regulate on-premises signs on the basis of police powers, Urban Design Associates has drafted this municipal sign code which is based on the best available transportation planning and engineering research. This evidence-based approach to regulation seeks to ensure that signs, as commercial speech, are afforded some guaranteed constitutional protections.

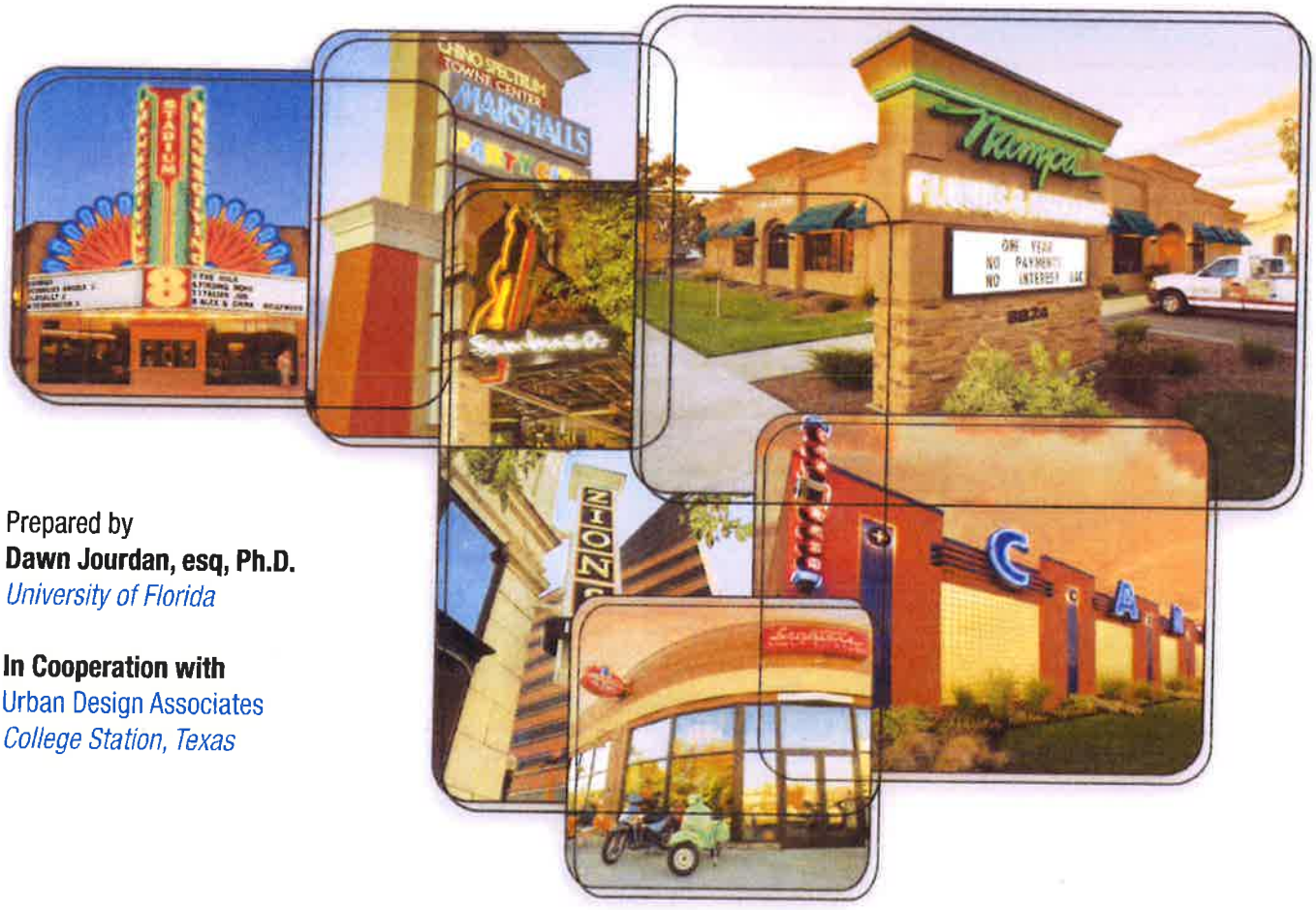
This report begins with a discussion of the legal issues fundamental to the regulation of on-premise commercial signs. Next, the report describes the technical research related to issues of the legibility of on-premise signs. The third section of this report features an evidence-based model sign code, crafted to reflect the identified legal and technical issues.

Multi-tenant sign

[1] This model sign code deals only with on-premise signs, not those signs that are off-premise, otherwise known as billboards.

Fundamental Legal Issues in the Regulation of On-Premise Signs

Legal Report



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In Cooperation with
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Fundamental Legal Issues In the Regulation Of On-Premise Signs

An Introduction

The visual environment is a highly contested space. In particular, local governments and business owners often find themselves in conflict with respect to the regulation of on-premise commercial signs. Municipalities have widely begun to impose some level of regulation on this form of communication on grounds that certain types of signs interfere with public values relating to both aesthetics and traffic safety. These regulations sometimes fail to recognize the true value of signs to the businesses they advertise, as well as to the economic vitality of communities as a whole. More importantly, many of these sign codes fail to meet constitutional muster because they do not embrace the First Amendment protections to which on-premise commercial signs are entitled. This report seeks to review the legal underpinnings critical to the regulation of signage in an effort to develop a model sign code which is performance-based and which (1) embraces the value of signs in support of the local business economy; (2) recognizes that signs are speech with inherent First Amendment protection; and (3) backs all efforts to regulate this type of speech with scientific evidence justifying the need for such provisions.

Local Government Efforts to Regulate Signage

Local governments have attempted to regulate signage for more than a century. Early efforts by municipalities to regulate signage were struck down by state courts. In *City of Passaic v. Patterson Bill Posting, Adv. & Sign Painting*, 62 A. 267 (N.J. Err. & App. 1905), a New Jersey court invalidated an ordinance which sought to regulate sign height and setbacks on the basis of improving community aesthetics. According to the court:

> Aesthetic considerations are a matter of luxury and indulgence rather than of necessity, and it is necessity alone which justifies the expertise of the police power to take private property without compensation. *Id* at 268.

At the time, the police powers of local governments in all realms of city planning were interpreted narrowly.

Zoning powers were expanded by the Supreme Court's 1926 decision in *Village of Euclid v. Ambler Realty Co.*, 272 U.S. 356, which permitted cities to engage in the regulation of those zoning activities which were to the benefit of the public's general health, safety, and welfare so long as there was a rational basis for such regulations. Pursuant to the rational basis standard of judicial scrutiny, a municipal regulation will be upheld as long as it is not arbitrary or capricious. This standard places an almost insurmountable burden of proof on the complainant to prove that there is no rational basis to support the government's regulation. Rational basis continues to be the standard of scrutiny applied to most zoning and land use regulations.

In 1954, the high court extended the reach of these objectives to issues of aesthetics. In *Berman v. Parker*, 348 U.S. 26, the Court stated, in dicta:

> The concept of public welfare is broad and inclusive. The values it represents are spiritual as well as physical, aesthetic as well as monetary. It is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled (348 U.S. at 33).

While many continue to embrace the ruling in *Berman* as grounds for aesthetics-based regulation, including the regulation of signage, it is important to note that this case focused on aesthetic issues associated with urban renewal, not forms of communication protected by the First Amendment. This distinction is at the heart of a public policy divide which separates the business community from those government officials who regulate signage, and will be discussed in detail in the sections which follow.

The Problem with Street Graphics & the Law

The aforementioned distinction has long been unrecognized in planning practice and scholarship. Rather, the planning community has historically treated signage as a land use to be regulated by the traditional tools associated with zoning activities. In ***Street Graphics*** (1971), William Ewald and Daniel Mandelker proposed a scheme for regulating signage that has served as the primary resource used by communities seeking to impose signage regulation. They proposed a regulatory scheme that:

> [W]ill allow individuals and institutions the freedom to express their personalities and purposes—but within the framework of official guidelines that will insure that these expressions are compatible with the areas around them, appropriate to the activities to which they pertain, and clearly readable under the circumstances in which they are seen (Ewald et al., 1971, p. forward).

In this work, Ewald and Mandelker suggest: "The primary function of on-premise street graphics is to index the environment: that is signs should tell people where they can find what."

In a 2004 issue of *Signline*, however, Dr. James Claus explains how limited this perspective is, suggesting that an on-premise sign is equal in value to that of a handshake exchanged between business owner and customer. Dr. Claus contends that signs serve a number of critical functions beyond identification, as proposed by Ewald and Mandelker, including: memory building, induction of impulses to stop at a business, enhancement of the shopping experience, as well as informational and educational purposes. According to Dr. Claus, Ewald and Mandelker's model sign code sets forth a series of guidelines which fail to take into account the full nature and significance of signage for commercial enterprise. Indeed, the primary purpose of on-premise signs is to propose commercial transactions to viewers of their content, the sign. This is what makes this form of communication speech, rather than a land use to be regulated. The largest shortcoming of ***Street Graphics*** is that the work fails to embrace the long line of Supreme Court precedent which affords First Amendment protections to the commercial speech embodied in on-premise signs.

While several key stakeholders have sought to notify the planning community with respect to the problems inherent in ***Street Graphics*** and the sign codes it has inspired, additional efforts, such as this Model Sign Code, are necessary in order to further the momentum of this effort. UDA seeks to use the traditional form of the sign code as a template for creating a performance-based model sign code that embraces this new way of thinking about signs, i.e. as speech and not land use activities. Exploration of federal case law pertaining to the regulation of on-premise signs emanating from U.S. Constitutional law will serve as the legal basis for the proposed code.

Origins: First Amendment Protections Afforded to Commercial Speech

It was not until the relatively recent past that the U.S. Supreme Court recognized the application of First Amendment protections to commercial speech, including on-premise signage. In 1975, the nation's high court ruled that First Amendment protections attach to commercial advertisements. *Bigelow v. Virginia*, 421 U.S. 809 (1975). In Bigelow, the Supreme Court invalidated a State law which sought to prevent a newspaper from publishing an advertisement informing women where they might find a clinic willing to perform an abortion. The court rejected the State's primary argument that the regulation was a valid exercise of its regulatory powers due to the fact that the speech involved was commercial in nature. The high court disagreed with this proposition. Citing *Ginzburg v. U.S.*, 383

U.S. 463 (1966), the court held: that the existence of "commercial activity, in itself, is no justification for narrowing the protection of expression secured by the First Amendment." The most important aspect of *Bigelow* was that the decision altered the Court's previous ruling in *Railway Express*, the last case that adjudicated speech under a rational basis standard. *Bigelow* paved the way for a long line of court precedent that recognizes the free speech rights which attach to commercial speech.

A year later, the Court considered a similar issue in *Virginia Pharmacy Board v. Virginia Consumer Council*, 425 U.S. 748 (1976). There, the VCC challenged a State law which deemed it unprofessional conduct for a licensed pharmacist to advertise the price of prescription drugs. In this case, the Court recognized a reciprocal right for businesses to advertise and consumers to receive such information. The Court reiterated its previous holdings on the issue, stressing that commercial speech was entitled to no less First Amendment protection merely because of the economic nature of the communication. The Court went so far as to say that the free flow of commercial speech should be considered ...an instrument to enlighten public decision making in a democracy." *Id.* at 766. In dicta, the Court held that some commercial speech regulations may be appropriate provided that: (1) they are justified without regard to content; (2) serve a significant governmental interest; and (3) leave open ample alternative channels for communication. *Id.*

The following year, the high court struck down a local regulation which sought to prohibit the display of "for sale" signs in an effort to promote "stable, racially integrated housing" in *Linmark Associates, Inc. v. Willingboro*, 431 U.S. 85 (1977). The Court's opinion contained a significant discussion of evidence, finding that there was insufficient evidence to show that the restriction could, in fact, accomplish the intended purpose. Holding fast to precedent, the Court was quick to rule that this type of communication was guaranteed First Amendment protection. In this case, the Court ruled that the law was invalid because it took away the best alternative for communicating the sale of residential real estate. With respect to the significance of the governmental interest involved, the Court agreed with the municipality's assertion that the objective was important but stated that the governmental entity had failed to show the link between the ordinance and the stated objective. *Id.* Such restrictions, if not checked by the courts, are likely to have a chilling effect on protected speech.

Relying on the broad powers vested in them by State enabling legislation, cities are often quick to regulate on-premise signage like other land uses. This decision flies in the face of important jurisprudence which must be revisited. Due to their intended purposes, signs, including those displaying commercial messages, must be viewed as speech. This does not mean that this form of communication cannot be regulated by local government. What it does mean, however, is that great care must be taken by local governments to ensure that sign codes do not infringe upon the Constitutional protections afforded by the First Amendment.

Sign Regulation and the Evolution of the Central Hudson Test

In 1980, the Supreme Court rendered an opinion that had a deep impact on the regulation of commercial signage. In *Central Hudson Gas & Electric Company v. Public Service Commission*, 447 U.S. 557 (1980), the Court ruled that a New York statute which prohibited electric companies from advertising to promote the use of electricity was unconstitutional. *Id.* The Court laid out what is now referred to as the Central Hudson test:

> In commercial speech cases, then, a four-part analysis has developed. At the outset, we must determine whether the expression is protected by the First Amendment. For commercial speech to come within that provision, it at least must concern lawful activity and not be misleading. Next, we ask whether the asserted governmental interest is substantial. If both inquiries yield positive answers, we must determine whether the regulation directly advances the governmental interest asserted, and whether it is not more extensive than is necessary to serve that interest.

Id at 566. Based on the fourth prong of the test, the high court held that regulation was broader than necessary to achieve its intended purpose. *Id.*

The following year, the high court had the opportunity to apply the test developed in *Central Hudson* in another matter. The final opinion rendered in *Metromedia*, however, failed to offer a clear application of the test. *Metromedia, Inc.*

v. San Diego, 453 U.S. 490 (1981). Instead, the holding in the case has been the source of great confusion with respect to the regulation of signage. Interestingly, while the Court had the opportunity to apply the intermediate scrutiny standard of review set forth in *Central Hudson*, their analysis, as further detailed in Justice Brennan's concurring opinion, reveals that they opted to apply rational basis analysis in evaluating the constitutionality of the ordinance. *Id.*

The controversy centered on a San Diego ordinance which sought to ban off-premise billboards while exempting on-premise signs. Five separate opinions were issued by the Court in this case. The Court's final opinion was limited to the authority of cities to regulate billboards, a form of off-premise signs. The Court recognized that other methods of communicating ideas would require "a law unto itself" and that law must reflect the "differing natures, values, abuses and dangers" of each method. Id. It is critical that the planning community understand the limited nature of this opinion. *Metromedia* represents the law of billboards, little else.

In spite of this limitation, this decision is often heralded as the basis for an expansion of power which enables municipalities to regulate signage on the basis of traffic safety concerns. While that may be the law with respect to the regulation of billboards, the opinion does not offer any binding legal authority which connects the proposition to on-premise signs. The City of San Diego seemed to recognize this distinction in its ordinance, by choosing to exempt on-premise signs from the proposed ban.

With respect to *Metromedia*, it is also important to note that the decision has not led to the kind of clarity with which some courts try to ascribe to it. A federal district court in Florida eloquently discussed the limitations of this ruling.

> It is truly a Herculean task to wade through the mire of First Amendment opinions to ascertain the state of the law relating to sign regulations, beginning with the Supreme Court's leading decision on billboard regulations in *Metromedia, Inc. v. City of San Diego*, 45 U.S. 490, 570, 69 L. Ed. 2d 800, 101 S. Ct. 2882, (1981) (plurality) (Rehnquist, J., dissenting, who referred to the plurality decision as a "virtual Tower of Babel, from which no definitive principles can be clearly drawn").... There is much variety and diversity of opinions in this area (in addition to sign ordinances, courts have reviewed First Amendment challenges to adult entertainment clubs, tobacco advertising and the noise volume of music concerts), suggesting that constitutional law on this subject is far from clear.

The ruling in *Edenfield v. Fane* represented the high court's next meaningful application of the Central Hudson test. *Edenfield v. Fane*, 507 U.S. 761 (1992). In Edenfield, the Court was asked to adjudicate the validity of a Florida law prohibiting CPAs from engaging in the personal solicitation of new clients. The Court ruled that the personal solicitation was commercial expression, entitled to First Amendment protections. The Court held that regulation of such expression is appropriate so long as is "tailored in a reasonable manner to serve a substantial state interest." *Id.* at 767. The Court, in applying the *Central Hudson* test to its evaluation of Florida's law, redirected the burden of proof to the regulator. Specifically, the Court ruled: "In this analysis, the Government bears the burden of identifying a substantial interest and justifying the challenged restriction." *Id.* at 770. Here, the Court ruled that the State had not met its burden of proof under *Central Hudson*.

The planning community must recognize that this decision represents a significant departure from broad level of deference afforded by the courts to decisions made by local government officials. Because of the holding in *Edenfield*, local governments must prove that any harm they seek to address with an ordinance is materially advanced by the proposed regulations. This ruling compels governments to do more than allege traffic safety or aesthetics concerns as they basis for signage regulations. As a result of *Edenfield*, courts will compel local governments to produce evidence that the ordinance directly accomplishes their stated goals, such as traffic safety or aesthetics. Local governments must be able to prove that on-premise commercial signs have an impact on traffic safety and the ordinance factually accomplishes an improvement in traffic safety. In the absence of such quantifiable proof, the constitutional legitimacy of sign codes stand on shaky ground.

The legacy of *Central Hudson* was again reinforced by the Court in *City of Cincinnati v. Discovery Network, Inc.*, 507

U.S. 410 (1993). Applying the four prong test, the U.S. Supreme Court overturned a city regulation which sought to prohibit the location of some commercial newsracks on city streets on the basis of aesthetics and safety concerns. In reviewing the case, the Court held that the city had failed to establish a reasonable fit between its legitimate interests in safety and aesthetics and the means chosen to serve those interests. *Id.* In the Court's view, the aesthetics and safety justification was not substantial enough to justify discrimination between permitted and unpermitted newsracks, both of which the high court deemed "equally unattractive." *Id.* at 425. In this opinion, the Court rejected two previously imposed jurisprudential requirements (1) that the regulation had to be the "least restrictive means" of achieving said goal and (2) that a rational basis was a sufficient justification for such regulations. *Id.* at 417. The Court also discounted arguments that the regulation should be allowed to stand as a content neutral time, place and manner restriction. *Id.* Here, the Court held that the ban was clearly content-based, seeking to eliminate only those newsracks that held commercial publications. *Id.*

Relying on the same line of precedents, the high court struck down a Rhode Island regulation which disallowed alcohol distributors from advertising the sale process of liquor in *44 Liquormart, Inc. v. Rhode Island*, 517 U.S. 484 (1996). The alleged substantial state interest in the case was the promotion of temperance. Despite the fact that the State produced some evidence of the relationship between the advertisement of alcohol products and the problem it sought to solve, the Court held that the State failed to show that it had employed all other means of furthering temperance. The Court stated that a regulation of speech could not be allowed to stand if it regulated more speech than necessary to achieve its intended purpose. A complete ban of alcohol-related advertising was determined to be overly restrictive because the State could not produce direct evidence that a ban on this type of speech would produce a measurable improvement in the goal of promoting temperance. This case is also important because the opinion rejected past decisions where the Court had deferred to the government even when it had failed to prove compliance with *Central Hudson*. This is another key issue to be considered by regulators who seek to place restrictions on on-premise signage. Sign ordinances that do not provide evidence of compliance with *Central Hudson* can potentially be invalidated.

In 2001, the tobacco industry sued the State of Massachusetts for regulations which limited the industry's ability to advertise its products within 1,000 feet of schools and playgrounds and required all indoor advertising of such advertisements at least five feet off the floor. *Lorillard Tobacco Co. v. Reilly*, 533 U.S. 525 (2001). While the Supreme Court agreed with the State's Attorney General that the interest advanced by the regulation was legitimate at least in the case of the restrictions barring advertising near schools and playgrounds, it ruled that the regulations failed to satisfy the fourth prong of the *Central Hudson* test. *Id.* Specifically, the Court held that the burden imposed on the speech was disproportionate to any benefit that might be received from implementing the regulation. Id. This decision is particularly important as it denotes a possible future shift in the level of scrutiny applied to on-premise sign ordinances, as was projected by the Court in *44 Liquormart*, shifting the applicable standard of review from intermediate to strict scrutiny in cases where signage regulations are content-specific. It is important to note that most sign codes are not limited to commercial signs, and thus they must comply with the noncommercial speech standards as well.

Time, Place and Manner Regulations

Unfamiliar with the *Central Hudson* test, the planning community often seeks to regulate signage with the same approach allowable for the regulation of other constitutionally protected land uses, like adult entertainment. Familiar with *Renton v. Playtime Theatres*, 475 U.S. 41(1986), cities seek to regulate signage using the "time, place, and manner" (TPM) test. This test is relevant to the regulation of signage. The TPM test is appropriately applied to ordinances which seek to regulate all types of signage in content and viewpoint-neutral fashion. In *United States v. O'Brien*, 391 U.S. 367 (1968), the Supreme Court held that content-neutral regulations on commercial communication are subject to intermediate level scrutiny which requires such a regulation to be narrowly tailored to further an "important governmental interest unrelated to the suppression of free speech and does not burden substantially more speech than necessary to further those interests." *Turner Broadcasting Corp. v. FCC*, 520 U.S. 180 (1997). The Supreme Court relied on this test

in its analysis of a sound amplification ordinance imposed by Rock Against Racism for a performance at an outdoor venue when it found that said ordinance sought to protect the community from a harm, i.e. noise pollution, "in a direct way." *Ward v. Rock Against Racism*, 491 U.S. 781, 798 (1989). In Turner, the Court considered the evidence before it to determine if the regulation directly and materially advances the stated purpose, abandoning the generalized deference often associated with land use policies. This, coupled with the fact that most commercial signage regulations are also reviewed for compliance with the *Central Hudson* test in the case of as-applied challenges to sign regulations, places a new burden on localities to ground their sign codes in more than mere conjecture about traffic safety or aesthetics. In the future, the production of quantifiable evidence regarding these issues may be the only way that sign codes will survive such legal challenges.

Sign Regulation and the Public Forum Doctrine

The land use designation of the property where a sign is posted is relevant to the discussion regarding the regulation of signage. Property may be public or private. Public property includes those lands held and used primarily for some governmental purposes. The government has the authority to allow, regulate or even ban the placement of signage on public property. In 1984, the Court reviewed the constitutionality of a Los Angeles Municipal Code provision which prohibited the posting of signs on public property in *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984). The Court held that the regulation was a content-neutral and even-handed approach that accomplished the goal of improving the city's aesthetic interest. *Id.* In this case, the Court found that sufficient channels of communication had been left open by allowing the posting of such signs on private property. *Id.*

A different set of principles governs the regulation of signage displayed in private forums as was demonstrated by the high court's ruling in *City of Ladue v. Gilleo*, 512 U.S. 43 (1994). Privately owned properties such as residences and businesses make up private forums. *Ladue* involved the challenge of a city sign ordinance which effectively barred private residential property owners from displaying all signs on their properties. The City of Ladue provided the same basis of justification for this ordinance as was offered in Vincent — an interest in reducing visual clutter. This ordinance was enforced against Gilleo for displaying a sign with an anti-war message in her window at her private residence. Here, the Court applied the time, place, and manner as this was a non-commercial speech case. The Court held that the ordinance went too far, finding that such interests could have been served by more temperate measures. *Id.*

The legal distinction between public and non-public forums must be fully understood by those who seek to regulate signage. Local governments may regulate the display of signs in public forums so long as they adhere to First Amendment jurisprudence. However, when it comes to non-public forums, the rational basis standard applies so long as viewpoint discrimination does not occur. See *Perry Education Assoc. v. Perry Local Educators' Assoc.* 460 U.S. 37(1983). As such, sign codes which attempt to regulate on-premise commercial signs, as well as other sign types, on private property must meet the heightened level of scrutiny established by Central Hudson and the cases that followed it.

Content v. Viewpoint Regulation

Local government officials can be confused by a distinction made by the Court between content and viewpoint-based regulations. Content-based regulations typically seek to limit all types of communication on an issue based on subject matter regardless of view-point. With respect to signs, content-based regulations include, for example, regulations which allow the display of electronic message centers but limit the moving copy to the inclusion of date, time, and temperature. Another example of a content-based sign regulation is a requirement that dictates the placement and removal of election signs within a certain time frame surrounding an election. The U.S. Supreme Court has not been called upon to consider these the constitutionality of these arguably content-based restrictions. As a general rule, content-based regulations may be permitted if they are adopted to control secondary effects of speech, not to suppress it. Little clarity exists on this issue beyond this general principle. While this issue is unresolved by the courts, localities may be well advised to revisit any provisions of their ordinances which restrict the content of certain sign types.

A regulation which seeks to ban all signs which incite violence against any member of a particular community is viewpoint-based because it does not seek to ban other signs which do not seek to incite said violence. A regulation, such as the one drafted by the City of St. Paul in *R.A.V. v. City of State Paul*, 505 U.S. 377 (1992), will be deemed viewpoint based and will only survive judicial review if it complies with the standards applicable to the highest level of scrutiny. In *R.A.V.*, the City drafted a Bias Motivated Crime Ordinance which sought to prohibit the display of symbols known to arouse "anger, alarm or resentment in others on the basis of race, color, creed, religion or gender." *Id* at 377. The Court judged the ordinance to be facially-unconstitutional because it sought to prohibit speakers from expressing unpopular viewpoints. Id. The interest in this case, i.e. sending a message that the city does not condone hate speech or hate groups, was not deemed sufficient to justify the selective silencing of speech. While the Court agreed with the city on the principle that the ordinance served a compelling state interest, they suggested that "an ordinance not limited to the favored topics, for example, would have precisely the same beneficial effect" *Id*. at 396. Cities must tread lightly when seeking to regulate either the content or viewpoint displayed on signs.

Signage Regulation and the Law of Amortization

Whenever the government seeks to require the removal of an on-premise sign, takings challenges come into play. Regulations which compel the removal of nonconforming signs often rise to the level of a compensable taking. Several recent state court rulings indicate that such takings can be expensive propositions (Claus, 2002). In *Caddy v. Hamilton County* (lower court case; no Westlaw cite), the jury awarded $1.8 million to a business owner for the loss of on-premise signage when his property, including grandfathered signs, was taken via eminent domain proceedings (Claus, 2006). The jury awarded an additional $1.3 million dollars in just compensation for the value of the condemned real property and building (Claus, 2006). According to Dr. Claus (2002, p. 74):

> Thus the combined award gave the owner sufficient money to not only replace land and building, but also protect the former income stream with funds, which, if prudently invested, would annually cover replacement advertising expenses without adversely affecting land sales.

To avoid having to compensate sign owners for takings, some municipalities have developed amortization strategies which permit the continued use of nonconforming signs for a period deemed long enough to allow the owner to fully depreciate the investment. This strategy has been deemed appropriate if the term of amortization is reasonable. Reasonableness determinations involve consideration of the following factors, including initial capital investment, life expectancy, salvage value, and extent of depreciation, among others. *Georgia Outdoor Advertising Inc. v. City of Waynesville*, 900 F.2d 783, 786 (4th Cir. 1990); *Major Media of the Southeast, Inc. v. City of Raleigh*, 792 F.2d 1269, 1274 (4th Cir. 1986). Such reasonableness determinations are becoming more difficult to prove due to the fact that these criteria fail to adequately reflect the true value of signs.

In *The Value of Signs*, Dr. Claus proposes an appraisal scheme, which he has employed with great success, to assist communities in understanding the real economic impacts of "taking" or amortizing signage (Claus, 2002). The Ohio Court of Appeals validated this approach in *City of Norwood v. Burton*, 164 Ohio App.3d 136 (2005), where Dr. Claus testified that the owner of a property next to a shopping mall was entitled to compensation for the loss of a sign in the amount of $500,000 to replace the value of the sign based on mere visibility (the City of Norwood had offered approximately $200,000). Damages awarded in such cases may exceed the value ascribed to visibility as some courts have also made cities pay damages to and the attorney's fees of affected property owners on the grounds that their civil rights have been violated. See *Ballen v. City of Redmond*, 463 F.3d 1020 (WA 2006); *Outdoor Systems Inc. v. City of Mesa*, 997 F.2d 604 (AZ 1993); *Dimmitt v. City of Clearwater*, 782 F. Supp. 586 (M.D. FL 1991); *XXL of Ohio, Inc. v. City of Broadview Heights*, 341 F. Supp.2d 825 (N.D. OH 2004).

Because amortization is a costly proposition to both businesses that display signs and the communities which seek to remove them, the planning community should consider new ways to solve the problems they typically ascribe to nonconforming signage. One effective method for bringing out of date or

unsafe signage into compliance with new performance standards is for municipalities to adopt standards dealing with the abandonment of signs. Arguably, when a business closes and is not reopened by its original owner or a new enterprise for a substantial period of time, a sign has been abandoned. However, this approach is not foolproof. On-premise signs function primarily as speech. However, they are also an accessory land use tied to their physical location. Dr. Claus' appraisal approach could readily conclude that a temporarily unused sign located on a legally zoned commercial property adds value to that property and cannot be removed without compensation.

Egregious failure to maintain a sign to the point at which the sign becomes hazardous may also be viewed as abandonment. In such cases, it may be appropriate to require the replacement of out of date signage with new signs that comply with modern performance standards. In order to avoid takings challenges, communities must provide a clear definition of abandonment to ensure that this sort of provision is not employed in an arbitrary fashion.

In some instances the issue of non-conformity is solely due to communities having adopted highly restrictive ordinances that infringe on free speech rights pertaining to both commercial and non-commercial communications. In order to correct this problem, planners should modify sign ordinances to ensure that they are no more restrictive than necessary to serve the community's goals while enabling effective commercial speech. If localities do not change their approach to dealing with nonconforming signage, businesses may seek to retain and maintain non-conforming signs because the alternative, new code compliant signage, is too small and restricted to fulfill the primary purpose, commercial speech.

Signage Regulation and Prior Restraint

Most cities require those who seek to display on-premise signs to obtain a license to do so prior to construction or display. Requiring such review prior to the installation of a sign is a form of "prior restraint." The prior restraint occurs as a result of the fact that the speaker is restrained from communicating his or her message until the regulator approves the speech. Despite this limitation on speech, prior restraints are legal in certain circumstances so long as they comply with the safeguards established by the Supreme Court in *Freedman v. Maryland*, 380 U.S. 51 (1965).

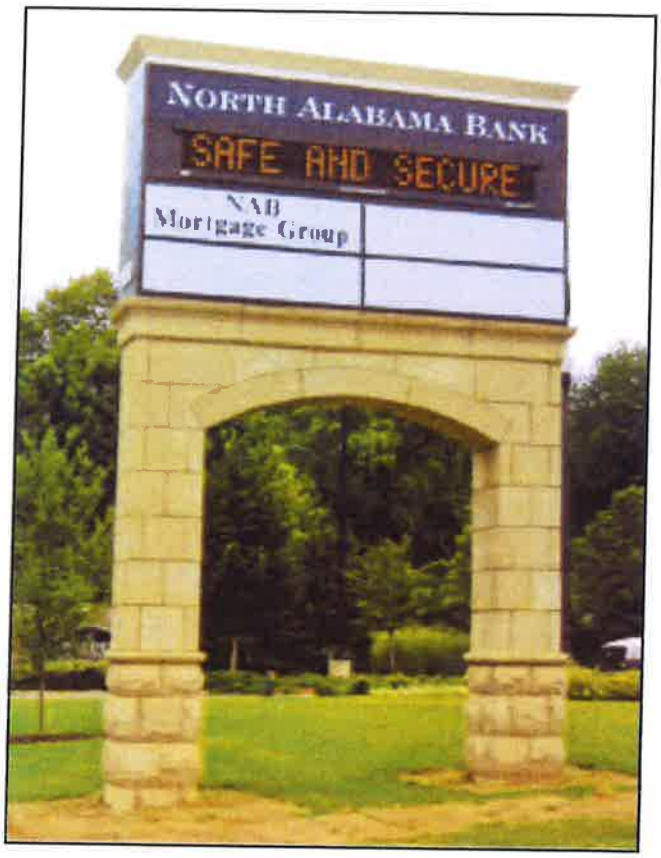
In order to survive a prior restraint challenge, a sign code must employ the safeguards outlined by the Supreme Court in *Freedman v. Maryland*, 380 U.S. 51 (1965). These include:

1. The municipality must bear the burden of taking the denial to a judicial proceeding;
2. Bear the burden of persuasion at the judicial proceeding;
3. Limit any restraint prior to the judicial determination to a specified brief period of time; and
4. Guarantee a prompt judicial determination.

Id. at 62. The Supreme Court has relied on the prior restraint doctrine to invalidate sign ordinances which failed to include adequate procedural safeguards set forth in *Freedman. Grayned v. City of Rockford*, 408 U.S. 104 (1972); *Kolender v. Lawson*, 461 U.S. 352 (1983).

Vagueness and unbridled discretion are two related issues of concern in the context of sign regulation. A sign code will be considered vague if it fails establish clear requirements, or to set forth a clear process for obtaining permits to construct signs, a reasonable time period for decision making by the local zoning officer, and an adequate appeals procedure in the case a denial is issued. Generally, to survive a vagueness challenge "a statute must be sufficiently clear so as to allow persons of 'ordinary intelligence' a reasonable opportunity to know what is prohibited..." *Hoffman Estates v. The Flipside*, 455 U.S. 489, 498 (1982). The standard of review is heightened when the statute in question regulates speech which is protected by the First Amendment. In such cases, "an even greater degree of specificity and clarity of the law is required." *KEV, Inc. v. Kitsap County*, 793 F.2d 1053 (9th Cir. 1986).

A sign code may also fail to meet legal muster if it gives unbridled discretion to local decision makers. For example, a review process will be deemed unfair when the decision maker may pass on permits for signage or censor the content of the commercial communication due to the absence of objective standards for issuance of the permit or, in the alternative, the presence of standards that are not clear to



Electronic Message Center Sign

"ordinary people," per the high court's ruling in *Hoffman Estates. Hoffman Estates, 455 U.S. at 498*. Returning to the issue of specificity, modern sign codes must outline objective standards upon which the approval or denial of permits and variances will be issued to provide guidance to both applicant and decision maker.

Federal Trademark Law

A short mention of federal trademark law is important to the discussion of sign regulation. The Federal Lanham Trademark Act, 15 U.S.C. §1051, et seq., was adopted by Congress in an effort to preserve and protect the integrity of federally registered names, marks, emblems, slogans, and colors. The Act specifically prohibits any unit of State or local government from requiring the alteration of such marks for display purposes. 15 U.S.C. §1121(b). This Act has prevented local governments from requiring businesses to change their names. *Sambo's of Ohio v. City Council of Toledo*, 466 F. Supp. 177 (N.D. Ohio 1979). The issue of color is a little less settled. While the 9th Circuit struck down an ordinance which attempted to require Blockbuster to use a color scheme that did not match its federally registered trademark in *Blockbuster Video Inc. & Video Update v. City of Tempe*, 141 F.3d 1295 (9th Cir. 1998), the 2nd Circuit issued a contrary opinion in *Lisa's Party City, Inc. v. Town of Henrietta*, 185 F. 3d 12 (2d Cir. 1999). This split in jurisprudence reflects a more important and unresolved matter that the Supreme Court could one day be called upon to resolve: Does the Lanham Act protect colors in trademarks used in signs? Whether regulating colors on signs is a content-based regulation or a time, place and manner regulation, is a First Amendment issue, which, to the best of the author's knowledge has not been tested.

Guiding Principles for the Development of a Model Sign Code

The need for well-built and attractive on-premise commercial signage is clear. Businesses that do not have adequate signage, or that the public considers run-down or unattractive, will fail to compete in the local marketplace, potentially contributing to the destabilization of the local economy. Localities, as such, have an important role in drafting sign codes which guide businesses to craft signage. In preparing such codes, localities must tread carefully so that such regulations do not impede on the constitutional protections guaranteed to commercial speech. Localities must not treat signs, commercial or non-commercial, like traditional land uses because signs are, in fact, speech and entitled to an evolving set of protections defined by the courts. Sign code drafters must move beyond efforts to draft codes on the basis of general notions of safety and aesthetics which have little or no scientific backing. The scientific community is accumulating a significant amount of signage and its relationship to public and traffic safety. The inclusion of empirical research in signage regulation will provide the necessary basis for regulations which might otherwise be deemed to abrogate the rights afforded to this medium of communication by the Constitution.

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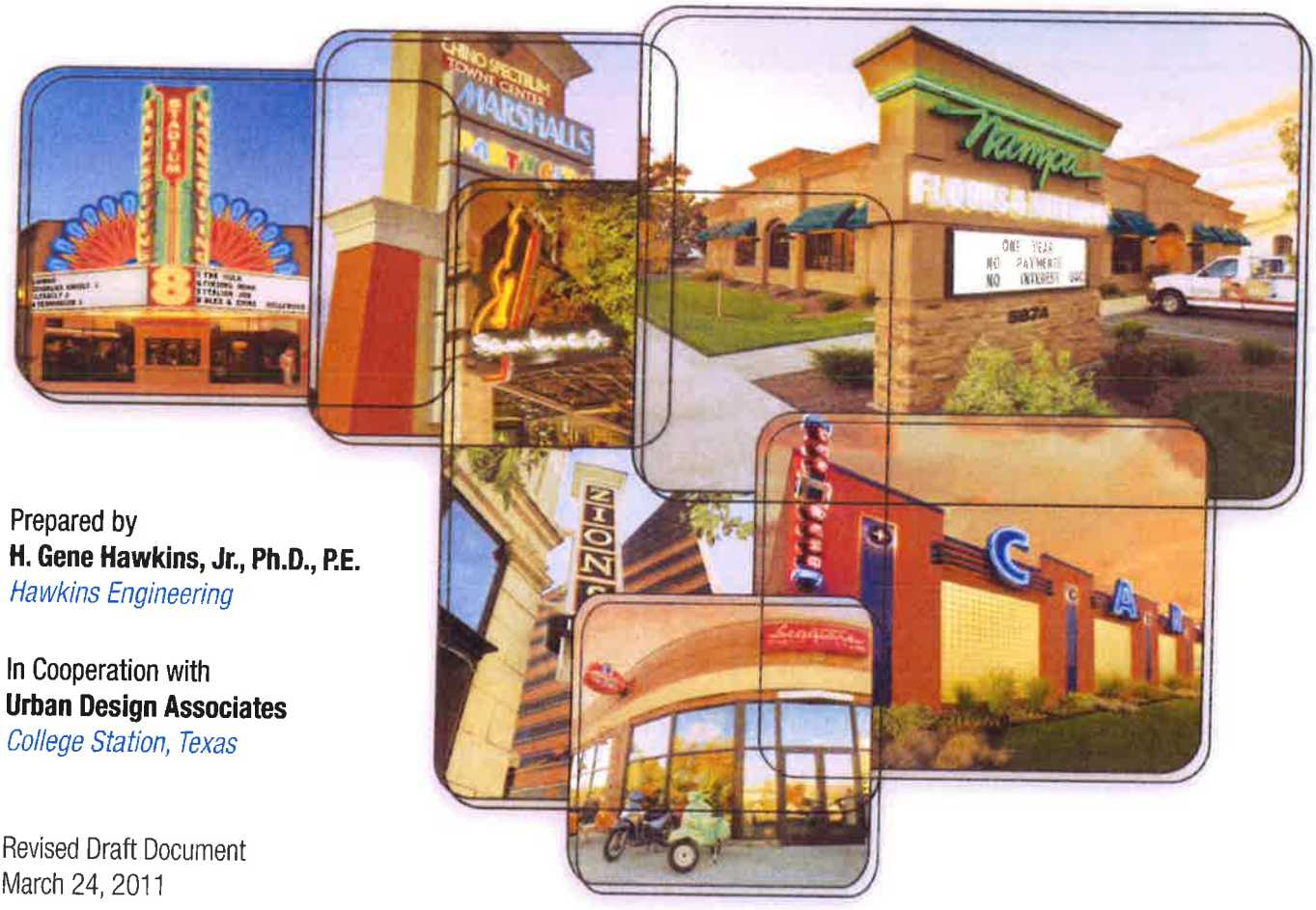
Sign Legibility Considerations for On-Premise Signs

Technical Report



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Technical and Scientific Issues Associated with the Regulation of On-Premise Signs

Signs are a communication device. They are intended to communicate particular information to the reader of a sign. This document is concerned with how on-premise signs communicate information about a business to the customers or potential customers of a business. The effectiveness of that communication can have a significant impact on the success, or lack thereof, of the business. Certainly, the communication of information through an on-premise sign has legal, economic, business, and social perspectives. But at the basic level, the ability of a sign to communicate information, apart from all of the issues related to content, aesthetics, and economics, is essentially a technical issue of visibility and readability. For a sign to communicate the content to a user in an effective manner, a sign must be readable in the viewing conditions. This means that it must also be visible. Readability and visibility can be, and have been to some extent, defined in scientific terms. This technical report describes the technical issues associated with the readability and visibility of on-premise signs and, where that information is not specific to on-premise signs, the readability and visibility of other types of signs. These technical issues are associated with specific physical sign characteristics such as sign size, content size, sign location, user/reader characteristics, viewing environment, and many other factors described in this technical report.

Background Information

The need to address regulations for on-premise signs has grown as planners and local jurisdictions have increased the restrictiveness of sign ordinances. Many of the existing sign ordinances in place around the country are based primarily on preferences and opinions, as there is little in the way of quantitative and scientific research that fully addresses the various issues associated with these types of signs. However, there is a great deal of research that addresses traffic signs, some of which can be transferred to business sign applications.

Comparison Documents

Many different agencies have developed sign ordinances. As described in the legal report, some of these sign ordinances have been challenged in court and overturned. Others have proven to be acceptable. From a technical perspective, a document which provides substantial value is the *Manual on Uniform Traffic Control Devices* (MUTCD, 2003 and 2009), which is maintained by the Federal Highway Administration (FHWA). The current MUTCD is the 2009 edition, which includes an entire part on signs (MUTCD 2009). With respect to signs, the MUTCD addresses application/selection, design, installation, operation, and maintenance. Where it is appropriate, this report will reference information in the MUTCD that may relate to the technical issues to be included in a model sign ordinance. However, there are many differences between traffic signs and business signs. The most significant of these differences is the lack of consistency in the design elements of business signs. Business signs use a wide range of shapes, typefaces, layouts, colors, lighting, and sizes to communicate the desired information while traffic signs are limited to specific type faces, shapes, sizes, and colors. It is this level of restriction on traffic signs that provide the ability to define with great precision the application, design, and installation of traffic signs. It is also what makes it sometimes challenging to transfer research findings from the traffic sign environment to the business sign environment.

Section 1A.02 of the MUTCD identifies five basic principles of traffic control devices. The critical content of this section is presented in Figure 1. Each of these basic principles — fulfill

a need, command attention, convey a clear, simple meaning, command respect from road users, and give adequate time for proper response — lead to specific measurable criteria for a sign that affect its design and placement. Some of the critical design criteria associated with traffic signs that may help to define on-premise sign criteria are listed in Figure 2.

Section 1A.02
Principles of Traffic Control Devices

Support:
This Manual contains the basic principles that govern the design and use of traffic control devices for all streets and highways open to public travel regardless of type or class or the public agency having jurisdiction. This Manual's text specifies the restriction on the use of a device if it is intended for limited application or for a specific system. It is important that these principles be given primary consideration in the selection and application of each device.

Guidance:
To be effective, a traffic control device should meet five basic requirements:

A. Fulfill a need;
B. Command attention;
C. Convey a clear, simple meaning;
D. Command respect from road users; and
E. Give adequate time for proper response.

Design, placement, operation, maintenance, and uniformity are aspects that should be carefully considered in order to maximize the ability of a traffic control device to meet the five requirements listed in the previous paragraph. Vehicle speed should be carefully considered as an element that governs the design, operation, placement, and location of various traffic control devices.

Figure 1. Traffic Control Devices Principles from the MUTCD

Purpose and Objectives of On-Premise Signs

On-premise signs are intended to inform customers and potential customers of a business of a myriad of information about that business. An on-premise sign may identify the business and its location. It may give information about the business such as hours, special sales/events, and directions. It almost always serves as a branding tool for the business, regardless of whether the reader is currently considering a transaction or is just subconsciously noticing the business. To be effective, a sign ordinance should focus on the physical and measurable aspects of the sign and its environment. Defining the minimum physical characteristics of these features for the model ordinance means that the purposes and objectives of an on-premise sign must be defined as a function of factors such as the viewers (users) of the sign, the environment it is viewed from (road/sidewalk, speed, lighting), and the intended action associated with the sign (stop, turn, other maneuver).

- **Letter size:** For ground mounted guide signs, letters shall be at least 6 inches for capital or upper-case letters and at least 4.5 inches for lower-case letters. On roads with speeds of 25 mph or less, the minimum letter size can be reduced from 6 to 4 inches. (Section 2D.06) On multi-lane roads with speeds of 40 mph and higher, the upper-case letter height should be at least 8 inches. (Section 2D.43)
- **Sign size:** Sign sizes are prescribed based on the roadway classification and type of sign.
- **Typeface:** All lettering shall be in capital letters except street name signs and destinations on guide signs are required (for new signs) to be a combination of initial upper-case letters and lower-case letters. (Section 2A.13)
- **Height:** At least 5 ft to the bottom of the sign in rural districts, 7 ft where parking or pedestrian movements occur (urban districts). (Section 2A.18)
- **Offset from road:** At least 12 ft from the edge of the traveled way and at least 6 ft from the edge of the shoulder. All sign supports should be located as far as practical from the edge of the shoulder. (Section 2A.19)
- **Orientation:** Signs should be vertically mounted at right angles to the direction of traffic. (Section 2A.20)
- **Sign spacing:** Signs requiring different decisions by road users shall be spaced sufficiently far apart for the required decision to be made safely. Overloading road users with too much information is not desirable. (Section 2A.16)
- **Legibility Index:** Lettering should be large enough to provide the necessary legibility distance. A legibility index of 30 ft/in should be used. (Section 2A.13).
- **Luminance:** All signs shall be retroreflective. There are minimum retroreflectivity levels for maintaining traffic signs (Section 2A.08).
- **Sign message:** Wording shall be as provided in the MUTCD. Only symbols shown in the MUTCD shall be used. (Section 2A.06)

Figure 2. Selected Traffic Sign Design Criteria from te 2009 MUTCD

Sign Ordinance Regulation

In order to develop the technical criteria that can be used to define the measurable characteristics of an on-premise sign, it is necessary to first develop a list of what the possible characteristics are. Table 1 presents a partial list of characteristics that affect sign effectiveness and that might be serve as design criteria in a sign ordinance or might be used in a sign ordinance to establish the design criteria.

Sign Characteristics

- Type/style of sign
- Overall size
- Shape of sign
- Size of content
- Style of content
- Color of content
- Material composition
- Lighting/illumination

Location Characteristics

- Offset from viewing location
- Distance from viewing location
- Height from viewing location
- Orientation relative to viewing location

Environment Characteristics

- Characteristics of viewing background
- Characteristics of reader/user
- Travel speed of reader/user
- Time of day
- Information processing demands
- Competition for attention

Note: characteristics are not in any particular order.

Table 1. Characteristics Related to On-Premise Sign Effectiveness

Technical Issues of Sign Visibility

To be visible, an object must provide minimum performance with respect to four characteristics. It must be of adequate size, of adequate luminance, of adequate contrast, and properly located. If minimum threshold conditions are not met for any one of these factors, then an object is not likely to be visible to the viewer. These factors are also interactive, meaning that the minimum characteristic for any one factor is dependent upon the existing performance level for the other three. Critical aspects for each of these factors are addressed in the following sections along with findings of selected previous research that gives some insight into the threshold conditions associated with each factor.

Size

The focal point of a sign is the message within the sign. For the message to be visible, it must encompass a visual arc large enough to be discernible by the eye. As applied to reading text at a distance, the human arc can distinguish a stroke width (SW) of 1 minute and a letter height (Ht) of 5 minutes for someone with 20/20 vision. For 20/40 vision, the respective values are 2 minutes and 10 minutes. Figure 3 illustrates the concept of the visual arc. Equation 1 provides the formula that defines the relationship between these elements.

$$\tan(\theta) = \frac{Height}{Distance}$$

Equation 1. Sign Visibility

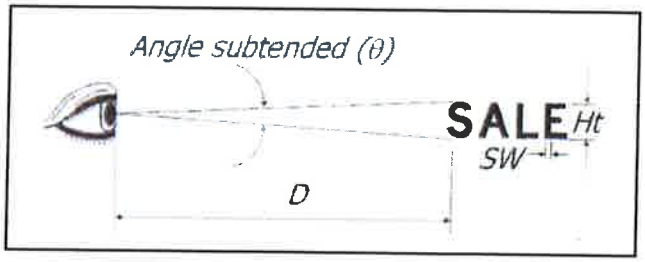


Figure 3. Concept of Visual Arc

By combining Equation 1 with the threshold criteria for visual angle, it is possible to establish a legibility index for observers of various visual acuities. For 20/20 vision (5 minute arc for letter height), the corresponding legibility index is 57.3 feet per inch of letter height (ft/in). For 20/40 vision, the legibility index is 28.6 ft/in. Table 2 indicates the legibility index associated with various Snellen visual acuities using Equation 1. These values are consistent with traditional rules of thumb for the legibility of traffic signs.

Snellen Visual Acuity	Visual Angle of Letter (minutes)	Legibility Index (ft/in)
20/10	2.5	114.6
20/20	5.0	57.3
20/30	7.5	38.2
20/40	10.0	28.6
20/50	12.5	22.9
20/60	15.0	19.1

Table 2. Legibility Indices for Visual Acuity

In 1939, Forbes et al. conducted the pioneering research on traffic sign legibility and established a legibility index of 50 ft/in (Forbes 1939). This served as the rule of thumb for traffic engineering until the late 1980s, when concerns about the visual abilities of older drivers become more prevalent. One of the first significant research publications addressing older drivers suggested that a legibility index of 25 or 30 ft/in was more appropriate for older drivers (Special Report 218). The MUTCD states that signs should be designed using a legibility index of 30 ft/in (MUTCD 2009).

It is worth noting that these legibility indexes are associated with a sans serif letter style with a height to stroke width ratio of about 5:1, which is consistent with that of the common letter style used in traffic signs. The 50 ft/in legibility index that Forbes established for traffic signs applied to the Series D font (see typeface in the secondary issues section). A letter style with a larger height to stroke width ratio (skinnier letter) will be less visible. This technical report addresses the impact of letter style on legibility in a later section.

Another critical element associate with the legibility index is whether the stimulus is a known or unknown stimulus. Someone looking for a specific message in a sign will be able to identify the message at a further distance than if they were trying to read a sign message that is unknown to them. Other research by Forbes compared the legibility of known and unknown messages (Forbes 1951). In his experiment, Forbes found that the legibility index for words that the subject was looking for was 10-13 percent further than that for words that the subject had no prior knowledge of. Researchers at the Texas Transportation Institute also evaluated legibility for known versus unknown sign messages and found that, in daytime conditions, the known message could be read at about 75 percent of the distance of the unknown message (Hawkins et al. 1999). The issue of a known versus unknown message is closely related to the issue of the time required to process the information and complete an appropriate response. Reading time issues are addressed later in this document.

In most states, a minimum visual acuity of 20/40 is typically required to obtain or renew a driver license. This equates to a legibility index of about 29 ft/in. In comparison, the MUTCD recommends a legibility index of 40 ft/in. Given that on-premise signs use a range of design characteristics that may reduce legibility to a level less than that used with traffic signs, a legibility index of 30 ft/in would be appropriate for use in a model sign ordinance and would address a wide range of users, sign characteristics, and viewing conditions.

Of all the factors affecting legibility, size has the greatest impact. The sign message must have adequate size first. Legibility of a sign message of inadequate size cannot be significantly improved by increasing the luminance or contrast. From a relative standpoint, an increase of a given percentage in message height will result in a greater legibility improvement than an equal percentage increase in luminance or contrast.

Luminance

In addition to size, a sign must also be bright enough to be seen. Luminance is the technical term used to define the brightness of a sign. Sign luminance for a static sign is provided through one of the following: ambient lighting (sun or other lighting not related to the sign), external sign lighting (lighting located on the outside of the sign intended specifically to make a sign visible at night), internal sign lighting (lighting within the sign interior that makes it visible at night), or retroreflectivity (the ability to reflect light from a source back toward the source). Sign luminance is largely a nighttime issue as the ambient lighting associated with daytime viewing conditions is such that signs do not need to provide additional luminance through internal/external lighting or retroreflectivity. There is a wide range of research and guidance on the luminance levels that should be provided in signs, but most of the actual research has been associated with traffic signs. With respect to on-premise signs, the Signage Sourcebook presents a good summary of guidelines for luminance.

There are three issues related to the quantity of luminance produced by a sign. The first is that a sign must have sufficient luminance to be visible/legible to the intended users. This generally implies a minimum luminance that must be provided. At the other end of the luminance spectrum is a maximum level of luminance that would limit factors such as sky glow, light trespass on adjacent property, or glare, which are collectively referred to as light pollution. Each of these is addressed separately, along with issues related to luminance measurement.

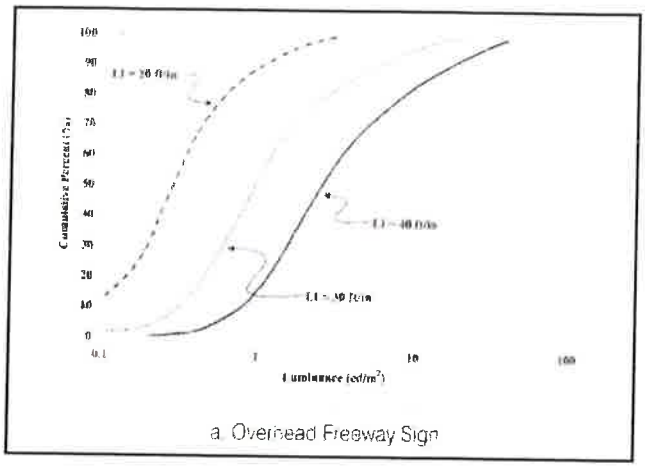
The term "Illuminance" is also a frequently used lighting measurement. It is "a term that quantifies light striking a surface or plane at a point. Illuminance is generally used as the measurement associated with light pollution.

Luminance Measurement

Currently there is no guideline specifying a standardized measurement method for luminance or illuminance of business signs (Garvey 2004). To isolate an individual sign in the open field, Garvey (2004) suggested that luminance be measured at a distance of 550 ft (using a 20-min of arc aperture luminance meter) with the meter placed toward the sign face, and be converted into illuminance at a distance of 16.4ft from the on-premise sign.

Minimum Luminance for Legibility

The luminance (or brightness) of a message also has an impact on the visibility of the message. The brighter the message, the easier it is to read. Furthermore, there is a relationship between luminance and size. Carlson and Hawkins found the results shown in Figure 4 (Carlson and Hawkins). The overhead sign results are based on a Series E(Modified) legend with 16 inch upper case letters and 12 inch lower case letters. The street name sign results are based on a Series C 6 inch upper case letter. As can be seen from these plots, a sign legend that has a higher luminance can be read by a higher percentage of drivers. Another interesting aspect of these plots is that, although they are based on signs with different letter heights and designs, the results are almost identical when compared on the basis of the legibility index.


a. Overhead Freeway Sign

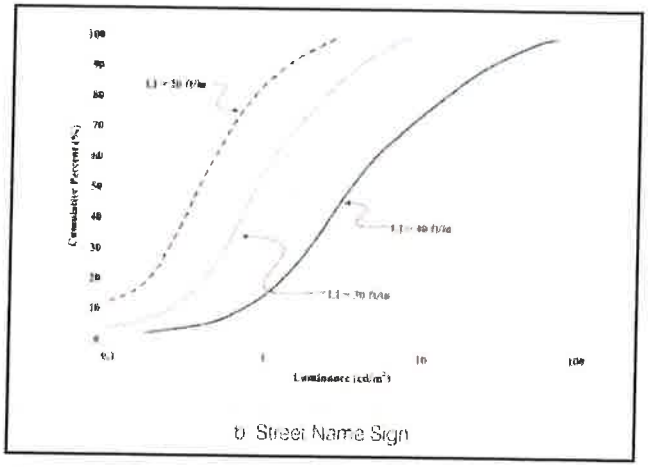

b. Street Name Sign

Figure 4. Impact of Luminance on Legibility Index (Carlson and Hawkins)

A recent study (Garvey, Pietrucha and Cruzado 2008) compared the daytime and nighttime visibility of internally illuminated on-premise signs with seven different levesl of lighting. A lighting level defined as the "industry standard," a value which represent 99 percent of all internally illuminated, on-premise signs installed across the U.S., represented the middle lighting condition. There were three levels higher and three levels lower than the base condition so as to examine the recognition and legibility distances under different sign luminance levels for nighttime signs. The signs also represented a range of colors, contrast orientation (positive/negative), and contrast levels. Major findings from this study are listed below:

- Different combinations of colors yield different visibility. Signs with black letters on a white background have the best visibility and signs with yellow letters on a green background have the worst visibility.

- At the worst nighttime lighting condition (40 percent of the base brightness level), daytime signs were 43 percent more legible and 40 percent more recognizable than nighttime signs; at the best lighting conditions, daytime signs were 13 percent more legible (at industrial standard nighttime brightness level) and 20 percent more recognizable (at 1.75 times of the base brightness level) than nighttime signs.
- There is a peak in both legibility distance and recognition distance as function of sign brightness. In the study, the maximum legibility distance was reached at the base level and the maximum recognition distance was reached at 1.75 times brighter than the base level.
- The researchers did not recommend a specific level of luminance (minimum or maximum) for internally illuminated signs, but the optimal performance (associated with the base lighting level) had a luminance level of 660 cd/m^2 for the white portion of the experimental signs (lower luminance levels for other colors).

Insofar as their study was concerned, the optimal luminance level of internally illuminated on-premise sign was suggested at the base level. However, the nighttime ambient lighting environment and driver characteristics in the test site of this study might not represent all nighttime conditions in which on-premise signs are installed, thus the visibility obtained in this study at certain luminance level will not necessarily be the same in different cases.

For externally illuminated signs, there is very limited scientific information regarding on-premise signs and external lighting design and maintenance, such as the location of the luminaire, illuminance level, or the retroreflectivity requirement of the sign face. In one study concerning the lighting design of this type of signs, a set of two 150-watt flood lamps were mounted 7 ft in front of and 7 ft behind the center of the signs (Garvey, Ramaswamy, Ghebrial, De la Riva, Pietrucha, 2004). They found that internally illuminated signs provided superior legibility distances compared to externally illuminated signs with lighting designed to match that of the internally illuminated signs. However, their research did not give luminance levels associated with the signs.

In spite of the factors affecting the visibility of internally and externally illuminated on-premise signs, there are studies concerning the relative performance of internally and externally illuminated signs under controlled test environment (Garvey, Ramaswamy, Ghebrial, De la Riva, Pietrucha, 2004) and real open road (Garvey, Pietrucha, Damin, and Deptuch, 2009). The most relevant findings from both studies to on-premise sign ordinance are summarized in the following list:

- Gender and age do not have significant effect on the visibility distance of both types of on-premise signs. Visibility of daytime signs is better than nighttime signs for both internal and external illumination conditions.
- The degradation of the external lighting facility exacerbates the difference between the performances of the two types of signs. The degree of nighttime visibility improvement by internal illumination compared to external illumination is associated with the increased luminance level.

There are many factors that impact the optimal luminance level for an on-premise sign, more than can be conveniently addressed in a model sign ordinance. There are both minimum and maximum limits on sign luminance that should be followed for a sign to be legible. Even if luminance levels were to be selected as a measure-of-effectiveness, the resulting ranges of luminance outputs as a function of color of on-premise signs would be wide: 550~760 cd/m^2 for white/black signs, 30~187 cd/m^2 for green color and for 150~520 cd/m^2 for yellow color, 80~130 cd/m^2 for gold color etc. (Garvey, Pietrucha and Cruzado 2008, Garvey, Pietrucha, Damin, and Deptuch, 2009).

As there is little research addressing the minimum luminance levels of on-premise signs, this document presents information related to luminance levels for traffic signs for possible application into on-premise signs. A 1984 review of nighttime visibility research for overhead freeway signs found the points listed below (Gordon 1984). It is worth noting that these findings relate to overhead freeway traffic signs, where the luminance was provided through retroreflectivity.

- A white legend of 3.4 cd/m^2 should be taken as the lower limit of permitted sign luminance. Below this level, legibility rapidly decreases.
- While 3.4 cd/m^2 should be considered a minimum, 340 cd/m^2 should be the upper limit. Optimal legend luminance under most highway conditions is between 34 and 102 cd/m^2. A dark surround permits the use of lower legend luminance.
- Under high surround illumination conditions, legend-background luminance ratios as low as 4:1 will provide satisfactory visibility. Under low ambient illuminations conditions, where the sign background is almost black, the specific legend luminance is more meaningful than one of contrast.

The third bullet point illustrates a key aspect of establishing luminance levels. The optimal luminance level is closely related to the environment in which a sign is viewed. A sign in a dark rural environment can be read with lower luminance than one in a brightly lit urban environment. Furthermore, since most on-premise signs are illuminated internally, it is possible to provide much higher luminance levels than can be achieved with traffic signs.

In 1986, Mace et al. provided an excellent literature summary based on the determination of minimum brightness standards for sign legibility (Mace et al. 1986). The findings related to minimum luminance requirements for legibility (MLRL) for overhead signs were:

- MLRL increase as the ratio of letter stroke width to letter height decreases.
- MLRL increase as the level of internal contrast decreases.
- The published data are inconsistent on the effect of sign luminance and surround luminance.
- MLRL are not influenced by glare, unless the glare source is very bright and immediately adjacent to the sign.
- MLRL increase with observer age.

In an effort documented in 1985, Schmidt-Clausen reported on minimum luminance levels needed for sufficient and optimal performance (Transportation Research Circular 297). The investigation was carried out on a scale model and compared to those values found in real-world situations. The study showed that a legend luminance of 3.5 to 10 cd/m^2 is sufficient. Luminance values between 10 and 35 cd/m^2 are optimal. The maximum luminance was determined to be about 60 cd/m^2.

The actual value of the minimum and maximum luminance depends upon the level of critical detail in a sign, the contrast ratios, the level of ambient lighting, and the visual complexity of the viewing background. As indicated in the technical report, there is general agreement that 3.4 cd/m^2 is the absolute minimum luminance for a white sign legend. Luminance levels between 34 and 1 cd/m^2 are optimal, and the maximum luminance is 340 cd/m^2. These luminance levels are for a white legend on a traffic sign, which uses positive contrast (light legend on a darker background). In comparison, on-premise signs often use a wider range of colors for the sign legend and background. In addition, many on-premise signs are internally illuminated, which is not a common practice for traffic signs.

The ability to transfer research findings from traffic sign research is somewhat limited due to the wider range of letter forms, colors, sign layouts, and illumination technologies and levels associated with on-premise signs. However, the information for traffic signs provides a valuable comparison for sign legibility performance.

This report does not recommend that illuminance be a major criterion in regulating sign lighting design. Illuminance level varies with distance from the lighting source and depends on the type of and power output of the lighting facility. Furthermore, there are no standardized methods or equipment for measuring illuminance of on-premise signs that will exclude the impact of ambient lighting (Garvey 2004). Furthermore, this report recommends that luminance levels for static signs be based on legibility needs. There is currently insufficient scientific evidence to establish maximum luminance levels for on-premise static signs.

Contrast

In addition to size and luminance, a message must also possess sufficient contrast with the background to be visible. According to Olson, contrast is defined as characteristics of a scene that cause an object to appear distinct from its background. At higher levels of illumination, contrast can be provided by such things as differences in color, pattern, shading, texture, and brightness. At night, generally only brightness contrast is available (Olson 1996).

The concept of contrast is best illustrated in Figure 5. In this figure, the color of the word "contrast" is the same shade of gray for the entire word. However, the shade of the background changes from a light gray to near black. As a result, the letter "R" is not visible due to a lack of contrast between the word and the background. Furthermore, the visibility of the first and last parts of the word has different characteristics. In the first part of the word, the object is darker than the background; this is referred to as negative contrast. In the last part of the word, the object is brighter than the background; this is referred to as positive contrast. The minimum design criteria for sign visibility can depend upon whether the sign message is presented with positive or negative contrast.

Figure 5. Example of Contrast

There are multiple contrast issues that affect sign visibility. The ability to see a sign (conspicuity) depends upon the external contrast between the sign and the background (viewing environment). The ability to read the sign depends upon the internal contrast between the sign copy and sign background. Generally, contrast is expressed as a ratio of the internal and external luminance as shown in Equation 2.

$$Contrast\ Ratio = \frac{Luminance_{high}}{Luminance_{low}}$$

Equation 2. Contrast Ration Equation

For fully reflectorized signs with almost no background complexity (i.e., values up to 0.4 cd/m^2), Sivak and Olson recommend a contrast ratio of 12:1 for optimal performance (Sivak and Olson 1985). For background complexity greater than 0.4 cd/m^2, the retroreflectivity needs and corresponding contrast ratio become dependent on the amount of background complexity. The values reported in their literature review range from 3:1 to 45:1. Other reported minimum contrast ratios for white on green signs have ranged from 3.3 to 7:1 (Mace et al. 1986). The Australian research recommends a value of 3:1 (Jenkins 1991). However, their guidelines call for a minimum of 7:1 but prefer 10:1 (Guide to Traffic Engineering Practices 1988).

A 1988 report examining fully retroreflective signs suggested a contrast ratio range from 4:1 to 15:1 as appropriate for most conditions (Special Report 218). For example, if the luminance of the green background is 5 cd/m^2, the luminance of the legend should be at least 20 cd/m^2. Lower contrast ratios reduce legibility and may not be acceptable, and contrast ratios as high as 50:1 may reduce legibility but could be quite adequate under certain conditions. The Signage Sourcebook indicates that a contrast range of 4:1 to 15:1 is appropriate for most conditions (Signage Sourcebook 2003).

The current draft of the model ordinance indicates that the contrast ratio shall be between 4:1 and 15:1. This is an acceptable typical range for most conditions. As indicated in the technical report, there is research to suggest that contrast ratios as high as 50:1 may be adequate, but only under certain situations. With respect to the model sign ordinance, it would probably be appropriate to provide a mechanism where a variance can be obtained for signs that have contrast ratios greater than 15:1.

Location

Finally, a sign with adequate size, luminance, and contrast serves no purpose and cannot be read if it is located where it is not visible to the viewer. There are many aspects to on-premise sign location. Unlike traffic signs, on-premise signs are not typically located close to the edge of the road. They must be placed on private property behind the right-of-way line. In addition to the offset from the road, they may be placed at a range of heights above the road. Finally, the orientation of the sign with respect to the viewing direction may affect its visibility.

A person's sharpest vision occurs when they are looking directly ahead. As a stimulus moves away from the visual axis, it is more difficult for the observer to detect and read the stimulus. This ability to see and read a sign is illustrated in Figure 6, which shows that the clearest vision occurs within a 3 degree cone centered on the visual axis (Texas Highway Operations Manual 1992). Clear vision occurs within a 10 degree cone, satisfactory vision within a 20 degree cone. For reading purposes, the visual field is 10 degrees or less. A driver's ability to observe and react to a sign outside the cone of vision drops rapidly outside this limit.

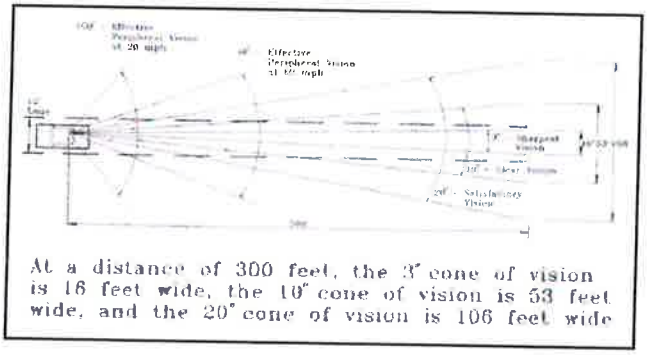


Figure 6. Visual Field

However, objects outside the cone of vision can be detected in peripheral vision. When stationary, peripheral vision is almost 180 degrees. As speed increases, the driver's ability to detect objects at the limits of peripheral vision decreases as indicated in Figure 6. The ability to detect a sign is related to the sign luminance and any motion in the sign. Figure 7 illustrates the visual acuity associated with an object in the periphery and the luminance level (Olson 1996). In this figure, 20/20 acuity is represented by 1.0 and 20/40 acuity is represented by 0.5.

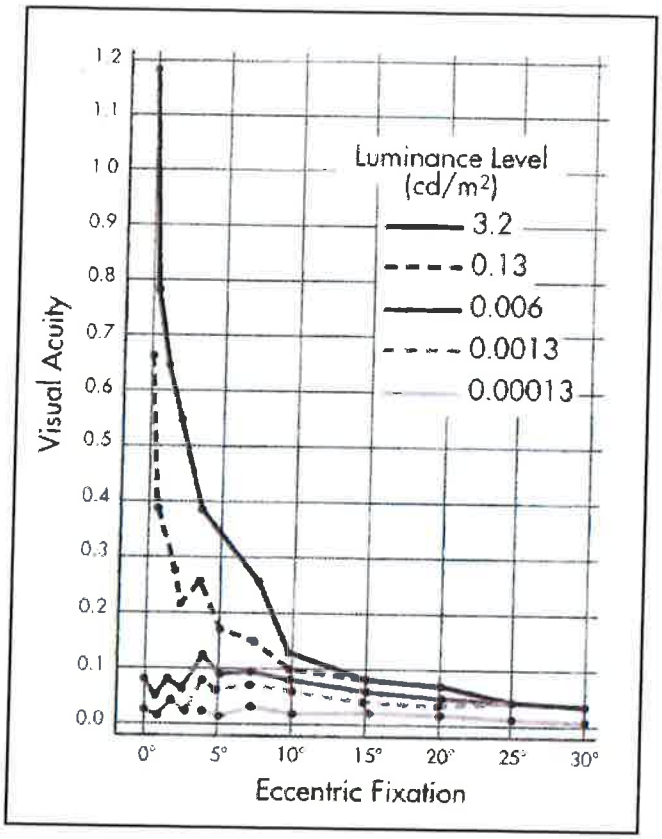


Figure 7. Relation between Eccentric Fixation and Acuity

Sign Viewing Angle (Parallel Sign Placement)

Research by (Griffin and Bailey 2002) produced the relationship shown in Figure 8. This figure indicates that the relationship between the viewing angle and the legibility efficiency is not significantly affected until the angle to the traffic flow is approximately 20 degrees. At an angle of about 10 degrees, the legibility efficiency is about 20 percent. These relationships indicate that the letter height does not need to be adjusted as long as the sign is oriented at an angle of 20 degrees or greater to the direction of traffic flow. However, this study also found that at the same observation angle of 30°, doubling letter height along with larger letter spacing, the amount of correctly read sign letters increased to 85 percent from 25 percent when letter height was small and letter spacing was tight. This implies that parallel sign legibility could be improved by increasing letter height and letter spacing between words/letters. At the same viewing distance and using 75 percent correct criterion, the viewing angle of a sign with crowded letters was suggested to be increased by 15 degrees over that of the sign with uncrowded letters.

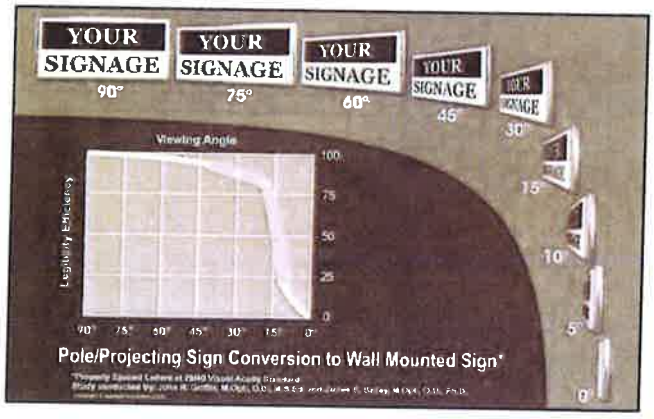


Figure 8. Legibility Efficiency and Viewing Angle

Research (Garvey, Zineddin, Porter, and Pietrucha, 2002) found that increasing the size of a parallel sign did not significantly increase the probability of it being detected. In that study, researchers measured the detectability and legibility of perpendicular and parallel signs. The parallel signs were two and three times the size of the perpendicular signs. The percentage of parallel signs that were not detected was significantly greater than for the perpendicular signs, even though the parallel signs were much bigger. This implies that increasing the size of the parallel signs cannot overcome the deficiency associated with orientation to the direction of traffic flow. Accordingly, the team believes that it is not appropriate to only adjust the letter height for parallel signs at this time. Instead, business owners and governing officials need to recognize the penalties associated with orienting a sign parallel to the direction of traffic flow.

More recent research (Garvey 2006) on parallel signage issue develop a mathematical model for determining letter heights on parallel sign taking account of optimal observation angle and sign reading speed. In his model, the optimal observation angle was assumed to be 30°, resulting in a 30-60-90° triangle that the lateral sign offset from the line of sight is half the maximum legible distance. To optimize sign reading speed to minimize driver distraction, the critical letter height proving the optimal reading speed was assumed to be three times of minimum legible letter height of perpendicular sign. That is, if 30 ft/in legible index is the size threshold for perpendicular sing, 10-ft/in legible index is used for parallel sign. Two equa-

tions were provided to calculate the letter height for parallel sign, and a lookup table is also available from this study.

Equation #1: LH = (LN * 10 + LO) / 5
Equation #2: LH = (LN * 10 + LO) / (LI/6)

where:
LH is letter height in inches.
LN is the number of lanes of traffic.
LO is the lateral offset from curb in feet.
LI is the legibility index from Table 4.

Illumination	Letter Style	Letter Color	Backgrd Color	Legibility Index: Mixed Case	Legibility Index: All Caps
External	Helvetica	Black	White	29	25
		Yellow	Green	26	22
		White	Black	26	22
	Clarendon	Black	White	28	24
		Yellow	Green	31	26
		White	Black	24	20
Internal Translucent	Helvetica	Black	White	29	25
		Yellow	Green	37	31
	Clarendon	Black	White	31	26
		Yellow	Green	37	31
Internal Opaque	Helvetica	White	Black	34	29
		Yellow	Green	37	31
	Clarendon	White	Black	26	30
		Yellow	Green	37	28
Neon	Helvetica	Red	Black	29	25
		White	Black	38	32

Table 4. Parallel Sign Letter Index Selection Table

A more efficient way of improving parallel sign conspicuity might be providing optimal intercharacter spacing or an optimal combination of spacing and letter height. But such quantitative requirement on letter spacing or combination of spacing and letter height needs to be identified through further research.

Technical Implications Associated with a Model Sign Ordinance

It is not possible to succinctly describe all of the previous visibility research and related technical issues that might be used in the development of a model sign ordinance. In part, this is due to the fact that there are a multitude of approaches to the structure of a model sign ordinance, depending upon the desired framework of the ordinance. The following points define a starting point for the technical structure of the model ordinance.

Physical sign characteristics that should be addressed in a model ordinance include:

- **Minimum content size.** The minimum size of the text and/or symbol in the sign as a function of road speed and the position of the sign relative to the target viewing location. The minimum size may be defined in terms of critical detail, minimum stroke width, minimum letter height, or minimum size of viewing arc. It may be appropriate to have adjustments to the minimum size if the message characteristics are below some threshold condition (such as a script font).
- **Amount of information.** In order to establish controls on the size of signs, it may also be appropriate to define the amount of information that can be presented in a sign. The amount of information defines the length of time required to read the sign. The more information presented, the further away the sign must be read, increasing the minimum size of the sign.
- **Minimum luminance.** This would apply only to signs that are internally or externally illuminated. Internal or external illumination should be required only for those signs that are intended for viewing at night.
- **Minimum contrast.** This would establish a minimum contrast level that is based on the luminance differences within a sign.
- **Orientation to roadway.** The orientation of a sign to the viewing direction affects its legibility. As the orientation angle increases, the size of sign features also need to increase to maintain the same degree of legibility.

Environmental factors that should be addressed in the model ordinance include:

- Intended viewer. To define sign characteristics, it is necessary to first establish the intended viewing conditions for the sign. This primarily is a decision on whether the critical observer is a driver or a pedestrian.

- **Road characteristics.** For signs intended to be viewed from a moving vehicle, the road speed and number of lanes affect the reading time, viewing distance, and required maneuver.

Other on-premise sign elements which could be in a model sign ordinance could include:

- **Sign type.** There are many types of signs including monument, pole, wall, projecting, roof, etc.
- **Maximum sign size and maximum content size.** From a technical perspective, the larger a sign or the content is, the more visible it becomes. The authors recognize that a local jurisdiction may want to establish a maximum size for signs and/or sign content. However, doing so is a policy issue and beyond the scope of a technical review.
- **Relation to other signs.** The amount of information present in the visual field has an impact on the search and identify abilities of drivers. In an environment with a large number of brightly lit signs, a driver will have more difficulty identifying a particular sign. However, establishing limits on the number of signs that can be placed in an area presents legal issues that are beyond the technical issues of conspicuity and legibility.
- **Typeface issues.** It is not possible to restrict typefaces to only those that are approved by a jurisdiction. Furthermore, the purpose of the ordinance should not be to define sign design to the level of detail that determines whether a sign is effective. The business owner and sign fabricator have a responsibility to design a sign that is as effective as possible with the general constraints established by the sign ordinance. In addition to the typeface, the model ordinance will not address letter spacing or the amount of white space that a sign is required to have.

Determining Letter Height and Sign Size for On Premise Signs

The minimum sign size charts are based on several research studies and findings conducted by the Pennsylvania State University. The PSU recommendations are contained in a document entitled *"On Premise Signs: United States Sign Council Best Practices Standards. A Research Based Approach to Sign Size, Sign Legibility, Sign Height"* (Bertucci, et. al 2003). This document contains guidelines for calculating the following on-premise sign factors:

- Letter height as a function of Viewer Reaction Distance (VRD) and Legibility Index (LI).
- Sign size as a function of copy area.
- Sign height as a function of blocked sight distance.

The USSC document does not distinguish between different types of signs, such as wall signs, ground signs, roof signs, or projecting signs. Nor does the best practices document present the information in tables that would be simple to apply to a variety of conditions. The USSC best practice document indicates that the sign recommendations are based on a series of USSC research reports prepared by the Pennsylvania Transportation Institute. In defining the best practices, the document does not indicate the specific research results that the recommendations are based upon.

Using a combination of the recommendations contained in the Urban Design Associates technical report and the USSC best practices guide, the team recommends the following guidelines for developing minimum dimensions for letter height and overall sign size.

BASIS FOR CALCULATING LETTER HEIGHT

The minimum letter height required for sign legibility is a function of the distance at which the sign must be read. In turn, this distance is a function of the amount of content in the sign, the speed of the vehicle as the driver reads the sign, and the legibility index of the sign copy. Equation 3 presents the basic formula for calculating letter height. Figure 9 illustrates the application of the formula to a road situation.

$$LH = \frac{\sqrt{(LN \times 12 - 6 + LO)^2 + (1.47 \times SL \times VRT)^2}}{LI}$$

LH = Letter height for signs oriented perpendicular to traffic flow, inches.

LN = Total number of lanes on the roadway, including the median or two-way left turn lane if present. If the two-way left turn lane or median is wider than 12 ft, then the distance should be increased to account for the wider median.

LO = Lateral offset to the center of the sign from the edge of the roadway, feet.

SL = Roadway speed limit, mph.

VRT = Viewer Reaction Time, seconds.

LI = Legibility index, ft/in. The recommended legibility index is 30 ft/in.

Equation 3

In Figure 9, the line from the vehicle to the sign represents the hypotenuse of a triangle. One leg of the triangle is the distance from the vehicle to the sign perpendicular to the roadway (LN 12-6+LO in the formula) and the other leg of the triangle is the distance parallel to the traffic flow direction (1.47 SL VRT in the formula). Squaring each leg and taking the square root of the sum gives the direct line-of-sight between the vehicle and the sign.

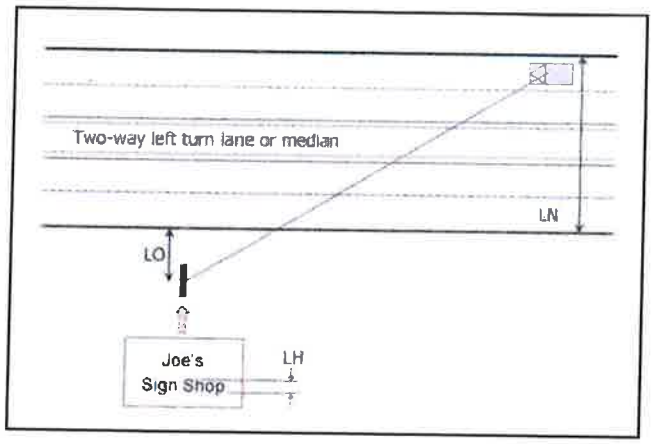


Figure 9. Road Layout

The other factors that are needed to calculate letter height are the speed limit of the roadway, the Viewer Reaction Time, and the Legibility Index of the sign. The roadway speed limit is established by the local jurisdiction. The VRT is determined from Table 5 and is a function of the amount of information in the sign and the complexity of the environment in which the sign is located. One of the weaknesses of this VRT procedure is that the message scan time is based on a per word or per symbol quantity. This is not consistent with reading research. The body of knowledge on information processing typically addresses processing time as a function of units or bits of information in the message, not the individual elements of a message. However, this procedure provides a good substitute that is easily incorporated into the model sign code. An average legibility index of 30 ft/in is appropriate for use with most sign conditions. The legibility index should be multiplied by the factors in Table 6 when the conditions match those shown in the table.

Task	Viewer Reaction Time (sec) for Driving Environment		
	Simple	Complex[A]	Multilane[B]
Detection	0.5	1.0	1.0
Message Scan	0.1 / letter 0.5 / symbol	0.1 / letter 0.5 / symbol	0.1 / letter 0.5 / symbol
Re-Orientation Scan	0.02 / letter 0.2 / symbol	0.04 / letter 0.2 / symbol	0.04 / letter 0.2 / symbol
Maneuver	4	5	6
Total	4.5 + 0.12 × # letters + 0.6 × # symbols	6.0 + 0.14 × # letters + 0.7 × # symbols	7.0 + 0.14 × # letters + 0.7 × # symbols

NOTES:

A. A developed town or city commercial area. Single or multilane travel under 35 mph.

B. A developed urban/suburban commercial area. Multilane travel over 35 mph.

Source: Reference (Bertucci, et al 2003)

Table 5. Viewer Reaction Time

Adjustment Factor	Adj. Legibility Index (ft/in)	Conditions
1.00	30	For uncongested conditions
0.83	25	For moderately congested strip, in-town, or in-city zones usually characterized by some of the following environmental conditions: • Moderate pedestrian and/or vehicular activity • Traffic signal or traffic sign control at major intersections • Intermittent "stop and go" traffic patterns • On street Parking • Posted speeds below 40 MPH • Tightly spaced retail locations
0.67	20	For highly congested strip, in-town, or in-city zones usually characterized by some of the following environmental conditions: • High pedestrian and/or vehicular activity • Traffic signal or traffic sign control at most intersections • Intermittent "stop and go" traffic patterns • On street parking • Posted speeds below 30 MPH • Tightly spaced retail locations

Source: Reference (Bertucci, et al 2003)

Table 6. Adjustments to Legibility Index

BASIS FOR CALCULATING SIGN SIZE

The USSC best practice for determining minimum sign size is based on using the number of letters in the sign to define the total copy area and then using a multiplier to get the total sign size (Bertucci, et. al 2003). The procedure is listed below and is recommended by the team for the model sign code.

1. Establish the letter height using Equation 3.
2. Determine the Single Letter Area. This can be done by squaring the letter height in inches to obtain the area occupied by single letter and its adjoining letterspace. This total is divided by 144 to obtain the Single Letter Area in square feet.
3. Determine Copy Area (Single Letter Area in square feet total number of letters plus area of any symbols in square feet).
4. Determine Total Sign Area by multiplying the Copy Area by 2.5 (Sign Area 2.5).

This procedure is based on the following assumptions which may not be accurate representations of actual sign science:

- Area of individual letters (including inter-letter spacing) is the same as the letter height.
- The total sign area should be designed so that it is 40 percent copy area and 60 percent blank space (negative area).

SUMMARY TABLES FOR LETTER HEIGHT AND SIGN SIZE

Table 7 presents a summary for letter height and sign size based on some basic assumptions. The assumptions are listed below. The minimum letter heights and sign sizes that result from these assumptions are not sensitive to the number of lanes or the lateral offset. The results shown in Table 7 would be the same for 2, 4, or 6 lanes and for lateral sign offset of 15 to 30 ft.

- A legibility index of 30 ft/in is used for all road speeds and sign applications.
- The number of letters in a sign is 25 for speeds of 30, 45, and 65 mph. The sign is all text with no symbols or graphics.
- The sign is oriented perpendicular to the direction of traffic.
- The center of the sign is located 20 ft from the edge of the road.
- The road has 4 lanes and no median.
- Sign height is rounded to the nearest whole inch and sign area is rounded to the nearest whole square foot (up or down as appropriate).

Road Speed (mph)	Environment	Letter Height (in)	Sign Area (ft2)
30	Simple	11	53
	Complex	15	98
45	Complex	22	210
	Multilane	25	271
60	Complex	32	444
	Multilane	36	563

Table 7. Minimum Sign Size and Letter Height Based on Assumptions

SIGN HEIGHT

The authors were able to identify two criteria for defining a maximum sign height as indicated below.

The Manual on Uniform Traffic Control Devices (2003) includes guidance for defining the maximum height of traffic signals at an intersection so that they are not out of view of a driver stopped at an intersection. This criterion is based on an angle of 20° from the driver's eye height. The angle is defined by the point at which a signal would be lost in the upper portion of the windshield where the line-of-sight could be blocked by the vehicle roof, a visor, or the darker tinting on a windshield.

The USSC Best Practices Standards indicates that an angle of 5-8° has been found in previous research. The best practices document indicates an angle of 5° should be used. This angle is based on locating the sign within the cone of vision.

Equation 4 is used to calculate the maximum sign height using the vertical angle, letter height, and legibility index as inputs. This formula is based on the assumption that the letter height is properly determined for the viewing distance. The maximum sign height is the distance to the top of the sign to ensure that the entire sign is located within the driver's visual field.

$$HT_{max} = \tan\Theta \times LH \times LI + HT_{driver}$$

HT_{max} = Maximum sign height to the top of the sign, ft
Θ = Vertical viewing angle, degrees
LH = Letter height, inches
LI = Legibility index, ft / in
HT_{driver} = Eye height of the driver, typically assumed to be 3.5 ft

Equation 4.

For a vertical viewing angle of 5° and a driver eye height of 3.5 ft, Equation 4 can be shorted to that shown in Equation 5. Table 8 summarizes the results of applying this table to a range of letter heights based on a legibility index of 30 ft/in.

$$HT_{max} = \tan 5° \times LH \times LI + HT_{driver} = 0.087 \times LH \times LI + 3.5$$

Equation 5.

Letter Height, inches	5	10	15	20	25	30
Maximum Sign Height, ft	16.6	29.7	42.9	56.0	69.1	82.2

Table 8. Maximum Sign Height Guidelines

EXAMPLES FOR USING THE FORMULAS AND TABLES

The following presents an example of how to use the information in this document to determine the appropriate minimum letter height, minimum sign size, and maximum sign height given inputs that represent the viewing environment.

Given:

- An arterial roadway with three lanes in each direction and a 16 ft raised median.
- The speed limit on the road is 45 mph.
- The center of the sign is assumed to be located 30 ft from the edge of the road.
- The sign is in an area with little competition for the driver's visual attention.
- There are 10 letters and no graphics in the sign.

Solution:

The distance from the center of the sign to the center of the far lane is:

- 6 12-6+16=82 ft.

The distance from the sign to the point at which the driver needs to be able to read the sign (Visual Reaction Distance) is:

- 1.47 45 (7+0.14 10)=555.66 ft

The line of sign from the vehicle to the sign is:

- $\sqrt{82^2 + 555.56^2} = 561.68$ ft

Using a legibility index of 30 ft/in, the minimum letter height is:

- 561.68/30=18.7 inches, use 19 inches.

The minimum sign size area is:

- $19^2/144$ 10 2.5=62.7 ft², use 63 ft²

Maximum sign height, based on a 5° vertical angle, is:

- 0.087 19 30+3.5=53.1 ft, use 53 ft

Technical Information Related to Electronic Message Displays

Electronic Message Displays (EMDs), which are also referred to as electronic message centers or electronic changeable copy signs, are a type of private sector sign that may require special treatment in the development of a model sign ordinance. These signs have unique capabilities to provide a variety of messages in a range of formats. At the low end of the technology scale, these signs use a matrix arrangement to present text and simple graphics. The message or messages may be displayed in a static mode or may scroll or flash. At the high end of the technology scale, these signs are capable of providing television quality types of images.

The use of large EMDs is more common for off-premise signing, typically in billboard-type applications. On-premise use of EMDs is more commonly limited to static, scrolling, or alternating messages. The technology for EMDs is far ahead of the research on their impacts and guidelines for use. A 2005 report by the United States Sign Council (Garvey and Pietrucha 2005) indicated that "there has been little research conducted specifically on commercial EMCs." As such, this Technical Report and model sign code contains relatively little information regarding these types of signs.

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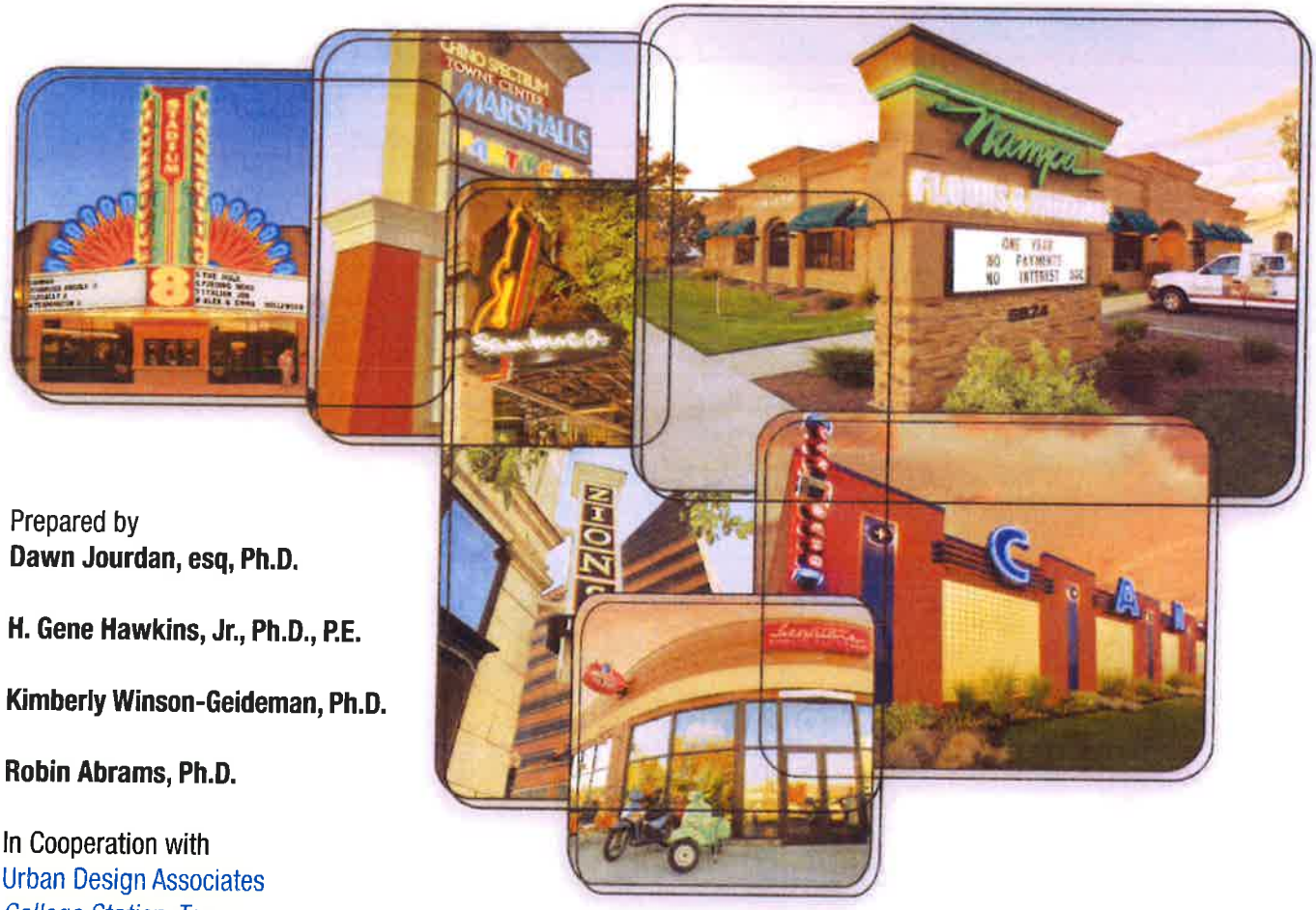
Model Sign Code



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Model Sign Code

Section 1. Purpose of Model Sign Code

The primary purpose and intent of this model sign code is to assist municipal and regulatory agencies to regulate on-premise signs in a legal and reasonable manner that promotes economic vitality, public safety and ensures compliance with constitutionally protected First Amendment rights. The code seeks to reduce subjectivity often encountered in the regulation of signage that is either based on aesthetics or lacking in substantiation by providing a set of quantitative and researched-based criteria to support restriction on signage that take into account minimum scientific requirements for providing signage that meets generally accepted safety standards for visibility, legibility and conspicuity.

Authors' Note: Urban Design Associates' primary purpose is twofold: First, the Model Sign Code is an effort to recognize a long line of case law, often forgotten by code drafters, which treats on-premise signs as constitutionally protected commercial speech. In addition, the Model Sign Code seeks to promote public safety by providing guidelines for the construction of on-premise signage which ensure visibility to passersby. See Chapter 1 for a further discussion of the evolution of the standard of review which applies to commercial signs. The regulations contained within are based on the best available research regarding the effective and safe display of on-premise commercial signs and current case law.

Section 2. Application

The model sign code applies to the construction and use of all on-premise signs, as more fully defined in Section 3 below, and those of an ancillary nature.

Author's Note: In drafting this code, UDA focused its efforts on developing a sign ordinance that specifically regulates those outdoor signs that might appear on a commercial property, or in the windows of a commercial establishment which are otherwise known as on- premise commercial signs. While most of these signs will seek to advertise the business or product sold on the site, the provisions of this code do not regulate on the basis of content or the message and, therefore, apply equally to non-commercial messages which might appear on such signs.

Section 3. Prohibited and Exempt Signs

a. The following signs shall not be allowed pursuant to the terms of this Model Sign Code:

   i. Abandoned signs;

   ii. Snipe signs or signs attached to trees, telephone poles, public benches, streetlights, or placed on any public property or public right-of-way; and

   iii. Signs placed on vehicles or trailers which are parked or located for the primary purpose of displaying that sign.

b. The following signs shall be exempt from the provisions of this Model Sign Code and construction will be permitted without a permit:

   i. Holiday or special events signs;

   ii. Nameplaces of two square feet or less;

   iii. Political signs; and

   iv. Public signs or notices.

   v. Sign face charges of legally conforming signs

Section 4. Definitions

Abandoned Sign: A sign whose message describes the availability of goods or services at a location where such goods and services are no longer available and have ceased to be available for a period of at least 60 days or, in the alternative, a sign which is non-commercial in nature and the content of the sign pertains to a time, event or purpose which has elapsed or expired in the preceding 60 days. Such abandonment should include intentional conduct, such as failure to pay taxes or permit fees, or to maintain the sign, or a negligent failure to do so.

Animated Sign: A sign depicting action, motion, light, or color changes through electrical or mechanical means. Although technologically similar to flashing signs, the animated sign emphasizes graphics and artistic display.

Awning Sign: A building mounted sign that provides additional functionality as shelter.

Banner: A sign made of fabric or other non-rigid material with no enclosing framework.

Changeable-Copy Sign: A sign or portion thereof on which the copy or symbols change either automatically though electrical or electronic means (for example, time and temperature units), or manually though placement of letters or symbols on a panel mounted in or on a track system.

Channel Letter: A fabricated or formed three-dimensional letter that may accommodate a light source.

Cone of Vision: The area that is clearly visible to a driver, generally described as a "fan-shaped envelope" preceding the driver which allows the driver to safely see and observe moving objects and persons in front of and to the immediate left and right of the driver.

Complying Sign: A sign that is legally installed in accordance with federal, state, and local permit requirements and laws.

Conspicuity: The capacity of a sign to stand out or be distinguishable from its surroundings and thus be readily discovered by the eye. It is the noticeable contrast between a sign and its background, attributed to an exogenous (unplanned) or endogenous (planned) mindset, with the display having features that attract attention to the sign.

Contrast: The difference or degree of difference in the appearance of adjacent surfaces, such as light and dark areas, different colors, or typefaces, and graphics appearing on various backgrounds.

Copy: The words and/or message displayed on a sign.

Copy Area: That area which displays the actual copy on a sign.

Development Sign: A temporary construction sign denoting the architect, engineer, contractor, subcontractor, financier or sponsor of a residential or commercial development which may also designate the future occupant or use of the development.

Directional Sign: Signs designed to provide direction to pedestrian and vehicular traffic.

Dissolve/Appear: A mode of message transition on an Electronic Message Center accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.

Electronic Message Display: A sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means.

Event Sign: A temporary sign, other than a commercial sign, posted to advertise an event sponsored by a public agency, school, church or religious institution, civic-fraternal or other organization.

Fade/Appear: A mode of message transition on an Electronic Message Center accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Fascia Sign: A building mounted sign.

Freestanding Sign: A sign that is not attached to a building.

Ground Sign: A freestanding sign with a visible support structure.

Inflatable Device: A sign that is a cold air inflated object, which may be of various shapes, made of flexible fabric, resting on the ground or structure and equipped with a portable blower motor that provides a constant flow of

air into the device. Inflatable devices are restrained, attached, or held in place by a cord, rope, cable or similar method.

Internally illuminated Sign: A sign that has the light source enclosed within it so the source is not visible to the eye.

Illuminated Sign: A sign with electrical equipment installed for illumination, either internally illuminated through its sign face by a light source contained inside the sign or externally illuminated by reflection of a light source aimed at its surface.

Legibility: The physical attributes of a sign that allow for differentiation of its letters, words, numbers, or graphics, which directly relate to an observer's visual acuity.

Luminance: An objective measurement of the brightness of illumination, including illumination emitted by an electronic sign, measured in candles per square foot (cd/ft2).

Marquee Sign: A sign mounted on a permanent canopy.

Multi-Tenant Sign: A freestanding sign used to advertise businesses that occupy a shopping center or complex with multiple tenants.

Municipality: The body of officers, taken collectively, belonging to a city, town or village, who are appointed to manage its affairs and defend its interests.

Noncomplying Sign: A sign that was legally erected and maintained but does not currently comply with sign restrictions because such restrictions were enacted after the sign was originally permitted and installed.

Off-Premise Sign: An outdoor sign whose message directs attention to a specific business, product, service, entertainment event or activity, or other commercial or non-commercial activity, or non-commercial message about something that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. Also known as a third party sign, billboard, or outdoor advertising.

On-Premise Sign: A sign whose message and design relates to an individual business, profession, product, service, event, point of view, or other commercial or non-commercial activity sold, offered, or conducted on the same property where the sign is located.

Organization: An entity, including a natural person, which owns or operates the premises where an on-premise sign is displayed.

Pennant: a triangular or irregular piece of fabric or other material, commonly attached in strings or strands, or supported on small poles intended to flap in the wind.

Permanent Sign: A sign attached to a building or structure, or to the ground in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign and whose intended use appears to be indefinite.

Pole Sign: A freestanding sign with visible support structure.

Primary Copy: The words or message on a sign meant to be read by passersby travelling at the posted speed limit.

Projecting Sign: A building mounted sign with the faces of the sign projecting 12 inches or more from and generally perpendicular to the building fascia, excepting signs located on a canopy, awning, or marquee.

Pylon Sign: A freestanding sign with a visible support structure, which may or may not be enclosed by a pole cover.

Readability: That which enables the observer to correctly perceive that information content of letters, numbers or symbols grouped together in words, sentences, or other meaningful relationships on the sign. Readability is the character of a sign which leads to the observer's comprehension of its intended message, and depends on legibility and other considerations of contents and time restraints.

Real Estate Sign: A temporary sign advertising the real property upon which the sign is located for rent, for lease, or for sale and providing the name and location of the owner or his agent.

Roof Sign: A building-mounted sign erected upon, against, or over the roof of the building.

Rotating Sign: Sign faces or portions of a sign face which mechanically revolves around a central axis as opposed to revolving around an imaginary axis created by a pattern of alternating lights which convey an appearance of rotation.

Scroll: A mode of message transition on an Electronic Message Center where the message appears to move vertically across the display surface.

Secondary Copy: The words or messages on a sign which are meant to be read by automobiles that are idling or parked along a road way.

Sign: Any device, structure, fixture, painting, or visual image using words, graphics, symbols, numbers, or letters designed and uses for the purpose of communicating a message or attracting attention.

Signage: A community's inventory of signs used to communicate information or attract attention, including signature building, product displays, and dispensers, as well as traditional projecting, wall, roof, and freestanding signs. (See signature building.)

Signature Building: A building architecturally designed and/or painted or decorated to reinforce individual recognition of a traditional sign's message, the identify of its speaker or sponsor of a display; it also reinforces major media advertising programs.

Snipe Sign: A temporary or permanent sign tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects.

Temporary Sign: Any sign intended to remain in use for a short period of time which is not permanently installed.

Transition: A visual effect used on an Electronic Message Center to allow one message to disappear while it is simultaneously being replaced by another.

Visibility: The physical attributes of a sign and its contents that allow for detection at a given distance, although legibility may be uncertain.

Wall Sign: A building-mounted sign which is either attached to, displayed, or painted on an exterior wall in a manner parallel with the wall surface, and not projecting more than 16 inches from such surface (See fascia sign).

Window Sign: A sign that is painted on, attached to, or suspended directly behind or in front of a window or the glass portion of a door.

Author's Note: Most of the definitions provided in this section were prepared by the Signage Foundation for Communication Excellence in an October 2003 publication entitled, The Signage Sourcebook. Where necessary, some terms have been replaced or modified.

Section 5. Permitting

a. Applicants who wish to erect new on-premise Permanent, or Temporary, signs or those seeking to significantly modify (i.e., a modification that costs 50% or more than the replacement cost of the original sign) existing signs must obtain permission from the Municipality prior to installation/modification of the signs.[1] Review of applications for sign permits shall be concurrent in the instance that multiple departments must approve applications.

b. In order to apply for a sign permit, the applicant must provide the following information, in writing, to the Municipality:

   i. Name of organization and location.

   ii. Contact person.

   iii. Address and phone number for contact person.

   iv. Description of the activities occurring on the site where the sign will be installed.

   v. Description of any existing signage that will remain on the site.

   vi. Identification of the type of sign/signs to be erected by the applicant.

   vii. Site plan depicting the locations of proposed signage and existing remaining signage.

   viii. Scale drawings of the proposed signage.

   ix. Written description explaining the drawing of the proposed signage, including a detailed description of materials, colors, and letter height, type and style.

c. Upon submission of the written application, the Municipality shall have 10 business days to review the application for a sign permit.[2]

[1] The term Municipality is used throughout this ordinance to represent the entity that will serve as the permitting official for the ordinance. Users of this ordinance should identify and modify this model code to designate the official charged with this task. Given the complexity of some municipal review processes, it may be necessary to designate multiple reviewing entities.

[2] The model code should be modified to define an application review period that reflects the complexity of the municipality's review process and the number of departments involved in the review of applications for sign permits.

d. A permit shall be issued on or before the end of the 10 business day review period if the application for a new sign or renewal complies with the regulations contained in this Model Sign Code.

e. If the Municipality does not issue a determination within the 10 business day period, the sign permit is deemed approved.

f. An application for a sign permit may be denied by the Municipality within the 10 business day review period if the application fails to comply with the standards contained in this ordinance. The Municipality shall inform the applicant of the reasons for denying the application for sign permit by certified mail.

g. Upon denial of an application for a sign permit, the applicant has 15 business days to revise and resubmit the application for review by the Municipality. In the alternative, the applicant may also appeal the decision of the Municipality to the City Council within the 15 business day time period. The City Council, at its next regularly scheduled meeting, shall review the Municipality's denial of said application.

h. The City Council shall review the application on its face with no deference to the final determination made by the Municipality and it will make independent findings in assessing the adherence of the application to the provisions of the ordinance. If the City Council finds the application meets the requirements of this Code, it will direct the Municipality to promptly issue the permit.

i. Upon a final determination by the City Council, unsuccessful applicants may seek to appeal to the courts.

j. The application fee for each sign permit sought is $_____.[3] The fee for appeal of a sign permit denial is $_____.

k. These permits shall not expire providing that such signs are not abandoned or destroyed. In the instance that substantial repair or replacement becomes necessary (i.e., repairs that cost more than 50% of the replacement cost of the damaged sign), the organization must apply for a new sign permit, the fee for which is $_____.

Author's Note: The application process for sign permits can be both confusing and cumbersome. Sign ordinances often leave too much room for administrative discretion, resulting in a variety of due process violations, including prior restraint and unbridled discretion, as more fully described in Chapter 1. In addition, decision-making processes can result in added delay and expense. This section of the Model Sign Code attempts to clarify and expedite the administrative process, leaving only a small window for administrative discretion with regard to specially permitted signs.

Section 6. Permanent Sign Regulations

a. **Permanent signs** include, but are not limited to the following types of signs: wall signs, roof signs, projecting signs, ground and pole signs, multi-tenant signs, awning signs, electronic message centers, and monument signs.

i. Number of Signs: Each business is entitled to display at least two permanent signs.

ii. Sign size shall be determined as follows:

a) Establish the letter height: Determinations as to the appropriateness of letter height shall be made on the basis of the formula established below:

Letter Height Equation

$$LH = \frac{\sqrt{(LN \times 12 - 6 + LO)^2 + (1.47 \times SL \times VRT)^2}}{LI}$$

LH = Letter height for signs oriented perpendicular to traffic flow, inches

LN = Total number of lanes on the roadway, including the median or two-way left turn lane if present. If the two-way left turn lane or median is wider than 12 ft, then the distance should be increased to account for the wider median

LO = Lateral offset to the center of the sign from the edge of the roadway, feet

SL = Roadway speed limit, mph

VRT = Viewer Reaction Time, seconds (See Table 3 in the technical report.)

LI = Legibility index, ft/in. The recommended legibility index is 30 ft/in. (See Table 4 in the technical report for adjustments to the recommended value.)

[3] The permit fee shall reflect the true costs associated with the review of the application and not constitute a general revenue-raising measure for the Municipality.

b) Single Letter Area: Determine the Single Letter Area by squaring the letter height in inches to obtain the area occupied by single letter and its adjoining letterspace. This total is divided by 144 to obtain the Single Letter Area in square feet.

c) Copy Area: Determine Copy Area by multiplying the Single Letter Area in square feet with the total number of letters plus area of any symbols in square feet.

d) Total Sign Area: Determine Total Sign Area by multiplying the Copy Area by 2.5 (Sign Area × 2.5).

e) The sign size standards in this code are designed for static, traditional signs.
Variations from this standard will be permitted by variance upon the applicant's production of evidence showing that circumstances require deviation from this standard to enhance the visibility, conspicuity, and legibility of the sign.

iii. Sign Angle: The visibility and legibility of signs is improved when the sign is situated at an angle 20 degrees or greater to the traffic flow because scientific research indicates that attempts to improve the efficiency of the sign by varying these requirements are unlikely to make up for efficiency losses caused by reducing the angle below 20 degrees. A sign that is perpendicular to the direction of traffic has an angle of 90 degrees. Applicants seeking to erect a sign with an angle less than 20 degrees must seek a variance. Wall signs are excluded from the sign angle requirement.

iv. Minimum sign size shall be a function of speed (mph) and viewer reaction time (sec), as more fully detailed in the table below. This table is based on the following assumptions:
- A legibility index of 30 ft/in is used for all road speeds and sign applications.
- The number of letters in a sign is 25 for speeds of 30, 45, and 65 mph. The sign is all text with no symbols or graphics.
- The sign is oriented perpendicular to the direction of traffic.
- The center of the sign is located 20 ft from the edge of the road.
- The road has 4 lanes and no median.
- Sign height is rounded to the nearest whole inch and sign area is rounded to the nearest whole square foot (up or down as appropriate).

Minimum Sign Size and Letter Height Based on Assumptions

Road Speed (mph)	Environment	Letter Height (in)	Sign Area (ft2)
30	Simple	11	53
	Complex	15	98
45	Complex	22	210
	Multilane	25	271
60	Complex	32	444
	Multilane	36	563

This table establishes minimum sign size and letter height for all primary copy on Permanent and Temporary signs

vi. Sign Height: The maximum sign height is the distance to the top of the sign to ensure that the entire sign is located within the driver's visual field. Maximum sign height is a function of the vertical angle, letter height, and legibility index of a sign. The table below determines maximum sign height based on a legibility index of 30 ft/in.

Maximum Sign Height Guidelines

Letter Height inches	5	10	15	20	25	30
Maximum Sign Height, ft	16.6	29.7	42.9	56.0	69.1	82.2

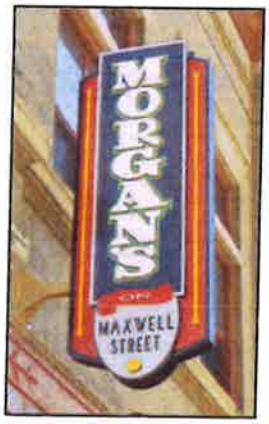
vii. Secondary Copy: Secondary copy may be included on signs provided that it covers less than fifty percent of the copy area available for primary copy and that the letter height is no less than onehalf the size permitted for primary copy.

b. Wall signs

i. A permit may be obtained to erect multiple wall signs on each wall facing a street or public right-of-way, excluding those walls abutting single or multifamily residential land uses. Such wall signs shall meet the letter height and sign size requirements defined in subsection 6a based on the speed of the facing roadway. The total area of all wall signs on such a wall shall occupy no more than 50 percent of the total wall area.

ii. Wall signs may be internally or externally illuminated.

c. Projecting signs



i. One projecting sign shall be permitted for each structure with accessible street frontage in lieu of a ground or roof sign.

ii. Projecting signs may be illuminated. Those projecting over a parkway must be internally illuminated.

iii. Projecting signs may revolve.

iv. Projecting signs must have a minimum clearance of 8 feet from the bottom of the sign to the grade below.

v. Projecting signs may be located no closer than 10 feet to each other.

d. Ground (Pole or Pylon) signs

i. One ground (pole or pylon) sign is permitted for each structure with accessible street frontage.

ii. Ground (pole or pylon) signs are permitted in lieu of roof and projecting signs.

iii. Ground (pole or pylon) signs may be internally or externally illuminated.

iv. Ground signs may revolve.

e. Roof signs

i. An organization which inhabits a structure with accessible street frontage shall be permitted to erect one roof sign as a permanent sign.

ii. Roof signs may not be displayed on properties displaying ground or projecting signs.

iii. Roof signs may be internally or externally illuminated.

iv. Roof signs shall be setback a minimum of three feet from the edge of the exterior wall on which the sign is located.

f. Multi-tenant Signs

i. One multi-tenant commercial sign shall be permitted per business complex.

ii. A minimum separation of fifty (50) feet shall be maintained between all other pole signs, multitenant commercial signs and off premise signs.

iii. Multi-tenant commercial signs shall be located within the business complex for which they advertise and only tenants of that business complex may advertise on the sign. Any business advertising on a multi-tenant commercial sign may not have a pole sign on its property located within the associated business complex.

iv. Signs for individual tenants in a multi-tenant sign shall meet the minimum letter height and minimum sign size requirements in subsection 6a. The maximum area expressed in square feet for a sign shall be calculated by multiplying the frontage by 2.

v. Organizations advertizing on a multi-tenant sign may erect a second sign on the premises with the exception of a pole sign.

g. Electronic Message Centers (EMCs)[4]

i. Such displays may include messages that are static, messages that appear or disappear from the display through dissolve, fade, travel or scroll modes, or similar transitions and frame effects that have text, animated graphics or images that appear to move or change in size, or be revealed sequentially rather than all at once.

ii. Zoning: Only static electronic message centers may be erected in residential areas. All types of electronic message centers shall be permitted in areas designated for commercial and industrial activities.

iii. All electronic message centers shall be equipped with automatic dimming capabilities.

h. Awning signs

i. An organization which inhabits a structure with accessible street frontage shall be permitted to erect one awning sign.

ii. Awning signs may be illuminated.

iii. The size of the awning shall be determined by applicable zoning regulations.

iv. The size of the text on the awning sign shall be based on the requirements set forth in Section 6a of this Model Sign Code.

[4] Due to the lack of scientific evidence available regarding how specific EMC message time intervals affect human reading and comprehension abilities, this model sign code does not offer any recommended time intervals for commercial EMCs.

i. Monument Signs

i. Signs located outside the cone of vision are only permitted by the application for and grant of a variance.[5]

Authors Note: Given modern complex nature of messages conveyed by on premise signs, the model sign code distinguishes between primary and secondary copy. It is important to note, however, that this distinction is not scientific. Rather, it reflects a public policy modification. The secondary copy requirements are not designed to produce copy that may be read by automobiles passing at the posted speed limit. Rather, such copy will likely only be readable to pedestrians, and idling or parked cars. Given the limited value of secondary copy, Municipalities should encourage sign owners to use it sparingly.

Authors Note: The scientific standards upon which these guidelines are sophisticated. They require a Municipality to develop specialized knowledge in their operation. It is the complexity of these formula, we believe, that will allow such standards to survive judicial scrutiny by replacing blanket, baseless requirements with those that are specific to the conditions of the site where a given sign is to be erected.

Authors Note: The guidelines contained in this ordinance do not seek to create any sort of overlay zoning that would allow Municipalities to create districts with specialized signage requirements that would create a specified aesthetic. Such regulations are not necessarily based on the scientific standards on which this code is based. If Municipalities wish to pursue this end, they should be careful to craft regulations which do not overly restrict the right to advertize nor do they create new safety concerns.

Authors Note: Electronic message centers are a relatively new sign type that has not fully been explored by the scientific community. Given the rising popularity of this sign type as well as efforts by some Municipalities to block their installation, the aforementioned EMC requirements have been drafted to permit the use of the sign type while seeking to lessen the potential impacts or perceived impacts they cause. The choice to allow the construction of static EMCs in residential areas only is a public policy decision. Communities must explore their own needs in making decisions regarding the appropriate location and type of EMCs which will be permitted.

[5] Due to the nature of their construction, monument signs sit very low to the ground, lower than the eight foot height requirement contained in this Model Sign Code. Their visibility can be limited by passing traffic, parked cars, and other types of screening. Similarly, high-rise signs outside the scope of the Sign Height calculations listed in Section 6 (vi) of this model sign code also fall outside the cone of vision. Those wishing to advertise their business should consider erecting other forms of signage with better visibility.

Section 7. Temporary Sign Regulations

a. A permit must be obtained for the display of temporary signs.

b. Temporary signs are signs not intended for permanent installation which are to be used for a limited amount of time. Types of temporary signs include, but are not limited to: real estate signs, construction site signs, banners, pennants, flags, and streamers, inflatable displays, special event signs, advertising vehicles and development signs.

c. Temporary signs shall be setback at least three feet from the public right-of-way and comply with all of the applicable regulations pertaining to size set forth in Section 6.

d. The number of Temporary signs shall not exceed three at any given period of time.

e. A temporary sign may only be displayed for thirty calendar days. Applicants may renew permits for the display of temporary signs for two additional thirty day periods.

Section 8. Variances

A variance may be sought for the construction of a sign, Permanent or Temporary, which does not comply with the requirements established in Sections 5 and 6 of this Model Sign Code. A variance will be granted if the applicant can demonstrate the following criteria:

a. The application of the Model Sign Code would substantially limit the applicant's ability to put the property to its highest and best use;

b. Neighboring property owners would not be detrimentally harmed by the grant of the variance; and

c. The hardship suffered is unique to the property and was not created by the applicant for the variance.

The Municipality may impose conditions on the variance, as necessary, to further the purpose of the Model Sign Code and other applicable Municipal ordinances.

Section 9. Sign Maintenance

All signs, including noncomplying and abandoned signs, must be maintained in a condition which is safe and appears as originally permitted. The Municipality shall issue a notice of violation for all signs violating the provisions of the ordinance. The organization shall have 10 business days to correct the violation. Organizations may seek an extension of time from the Municipality to correct the violation. Such extensions will be granted if there is evidence that the organization is working to correct the violation. If the organization fails to correct the violation within the 10 day period or to obtain an extension, the Municipality may, upon inspection, issue a notice compelling the removal of those signs which continue to be in violation of this provision of the Model Sign Code. The owner or agent may challenge the notice compelling the removal of the sign by (1) filing an engineer's report stating the condition of the sign with the Municipality within 30 business days of receipt of the written notice of the violation, or (2) appealing to the City Council in the manner described in Section 5. Upon review of a favorable report by the engineer, the Municipality shall work with the organization to repair its sign. In the case where the engineer's report confirms the Municipality's inspection report, the building inspector shall serve a second written notice compelling removal of the sign at owner's expense within 30 business days receipt of said notice. Failure to remove the sign in a timely fashion shall result in a fine of $_____ per day for each and every day the sign remains. Upon the issuance of a third citation, the Municipality may revoke the organization's permit to maintain the sign. Once a permit has been revoked, the organization must apply for a permit to reinstate the use of its signs or to install a complying replacement signs in the case of noncomplying signs.

Section 10. Noncomplying Signs

Any sign that is not in compliance with the provisions of the Model Sign Code upon its enactment shall be deemed a noncomplying sign. All noncomplying signs shall be allowed to continue until such time that the organization owning the property where the sign is located no longer owns or operates the noncomplying signs. All signs, including noncomplying signs, must be maintained in accordance with all state and local ordinances. If structural alteration or replacement is deemed necessary by the organization, the organization shall be required to obtain a permit to perform any type of maintenance, excluding normal replacement of sign faces, lamps, ballasts, and timers. Noncomplying sign faces shall be changed as needed so long as size and configuration remain as originally permitted. Sign structures may be repainted as needed. Permits will be required for all maintenance work with the exception of normal replacement of lamps, ballasts, timers and damaged sign faces. Any structure being structurally modified at a cost exceeding 50% of the replacement cost of the sign as to size, additions or configuration must be immediately brought into compliance with local ordinances.

Author's Note: In an effort to encourage municipalities to regard signs as speech rather than land uses, UDA has replaced the common term, nonconforming use, with the term, noncomplying sign. A noncomplying sign is one that does not conform to sign regulations at the time such regulations are enacted. Noncomplying signs, similar to nonconforming uses, shall be allowed to continue operation until such time that the sign is no longer owned or operated by the organization controlling the sign at the time it became noncomplying. Substantial modifications to size or sign configuration will trigger the need to bring the noncomplying sign into conformity with existing regulations.

Section 11: Sign Contractor's License and Insurance

A sign may not be erected, altered, relocated, constructed, or maintained without a valid contractor's license and all required state and federal licenses. Those holding contractor's licenses must have a current certificate of insurance on file which indemnifies the Municipality for any form of liability.

All electric signs should be constructed according to the technical standards of a certified testing laboratory.

Section 12: Indemnification

The Municipality, its officers, agents, and employees shall be held harmless against any and all claims resulting from the erection, alternation, relocation, construction, or maintenance of on-premise commercial signs legally allowed as a result of this Model Sign Code.

Section 13. Violations

The placement of any Permanent or Specially Permitted sign without a sign permit shall be unlawful. Violations of this ordinance shall be treated as strict liability offences regardless of intent. Violators will be fined $____ per day per sign displayed in violation of this ordinance.

Section 14. Severability

If any section or subsection of this Model Sign Code is found to be invalid by a court of competent jurisdiction, all remaining provision shall be deemed valid.

RESEARCH

Night-time Brightness Level Recommendations for On-Premise Electronic Message Centers

Updated August 2016

PRODUCED BY:

INTERNATIONAL SIGN ASSOCIATION

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LEARN MORE ABOUT EMCS

The International Sign Association offers an Electronic Message Center (EMC) Resource Center, with resources on:

- EMCs and traffic safety
- A framework for developing EMC sign code language
- The differences between EMCs and digital billboards

www.signs.org/local

ADDITIONAL SIGN CODE RESOURCES

The International Sign Association has developed numerous tools to help communities develop better sign codes. All are housed at www.signs.org/local, including:

- The Supreme Court ruling, *Reed v. Town of Gilbert*
- Model sign codes
- Best practices in regulating temporary and wayfinding signs
- The Economic Impact of On-Premise Signs

ISA's advocacy team is available to provide complimentary assistance on sign codes and sign-related issues.

Contact SignHelp@signs.org or 703.836.4012.

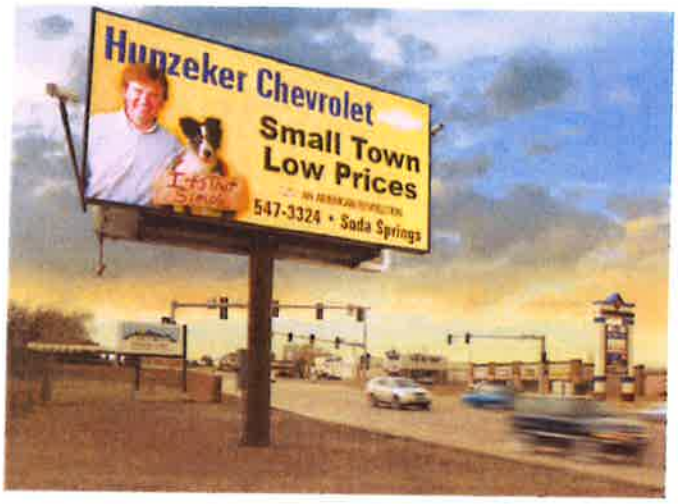
INTRODUCTION

ELECTRONIC MESSAGE CENTERS (EMCs)

Electronic message centers, or EMCs, continue to grow in popularity for business and community use. You may have heard EMCs being referred to as changeable message displays or digital signs.

EMCs are *not* digital billboards, which advertise a good or service that is located away from the sign. Rather, EMCs are digital signs that are located *on the premises,* and that advertise goods and services that are available at the location.

Electronic Message Center (EMC)/on-premise sign advertising a bank that is located on the same premises as the sign



Digital billboard/off-premise sign advertising an automobile business in another location

There is often confusion regarding on- and off-premise digital signs. However, EMCs and digital billboards have very distinct capabilities and purposes, each targets a specific audience and each has traditionally been treated under separate legal and regulatory regimes, a zoning practice which was noted in the 2015 U.S. Supreme Court ruling in *Reed v. the Town of Gilbert*. For the purposes of this publication, *we are focusing solely and exclusively on EMCs*.

EMCs that are too bright at night can be offensive and ineffective. Night-time EMC brightness is an issue where sign users, the sign industry, and local offices have a common goal: ensuring that EMCs are appropriately legible. We know the messages that these signs convey can be rendered unattractive and perhaps even unreadable if they are programmed too bright.

That's why many sign companies recommend to their customers that in order for these signs to be most effective, their brightness be set at such a level to be visible, readable and conspicuous.

The International Sign Association (ISA) retained noted lighting expert Dr. Ian Lewin of Lighting Sciences to help the industry develop scientifically-researched, understandable recommendations for EMC brightness. Dr. Lewin was a past chair of the Illuminating Engineering Society of North America (IES), and was greatly respected within the lighting field. His work for ISA was conducted with the input of experts within the sign industry.

As a result of his research, Dr. Lewin recommended two different brightness settings based on whether the EMC was located in an area of high or low ambient light. After field testing and utilizing Dr. Lewin's recommendations, it was determined that using the more conservative recommendation is appropriate in areas of both low and high ambient light. In order to simplify Dr. Lewin's recommendations, and to take a more reasonable approach to ensure that EMCs are sufficiently visible but not overly bright, ***it is recommended that EMCs not exceed 0.3 footcandles over ambient lighting conditions when measured at the recommended distance, based on the EMC size.***

The research and the recommendations contained in this report pertain only to EMCs, not traditionally internally illuminated signs, such as these channel letter and neon signs below. EMCs use a different lighting technology than most of these types of signs, and as such the scientific approach differs.

Community leaders should understand that, while it is recommended that brightness measurements be taken perpendicular to the sign, sign viewers rarely see the sign at that same perpendicular approach. At any viewing point away from or off the forward angle, the apparent brightness will be reduced. In other words, the measurements will capture the recommended brightness levels, but, unless viewers are looking at the sign directly perpendicular, they will not perceive the brightness at the full level.

We have provided recommended statutory language and tips to measure brightness with and without control of the EMC. If you need further assistance, feel free to contact ISA, signhelp@signs.org or at (703) 836-4012 to answer any of your EMC questions.

FOOTCANDLES VS. NITS: WHICH MEASUREMENT IS BETTER?

This document recommends communities adopt illumination measurements in footcandles as compared to nits. Here are a few reasons why more than 200 localities and many state departments of transportation have adopted the footcandle measurement for EMCs:

FOOTCANDLES

Measures illuminance
Accounts for ambient light conditions
Luxmeter measuring device $100
"Twilight" measurement possible
Measures light impact and appearance
Works with roadway lighting standards
Easier to check and enforce

NITS

Measures luminance
Measures only the amount of brightness emitted
Luminance spectrometer (nit gun) - $1,000
Does not allow adjustment based on ambient light
Does not measure appearance
Difficult to measure accurately
Difficult to enforce

* While the main advantage of using nits as compared to footcandles is that daytime measurement is possible, EMC brightness is typically more of an issue at night.

CASE STUDY: Columbus, Ohio

THE CITY OF COLUMBUS

COMMUNITY ..... **Columbus, Ohio**
POPULATION..... **836,000**
LOCATION ..... As Ohio's largest city and state capitol, Columbus is the country's 15th largest city.
SPECIFIC EMC ISSUE..... Crafting a reasonable, enforceable code that addresses complaints while preserving the ability for businesses to use what it termed automatic changeable copy signs.

As automatic changing copy signs—as Columbus refers to EMCs—grew in use, so did community complaints.

By 2011, city planners began to edit the graphics codes to limit special effects. The goal was to continue to allow for a variety of commercial graphics, "but not at the expense of neighborhoods," said Lisa Russell, the city's Planner II who facilitated the code development project.

The city had in place certain limits on automatic changing copy signs, aka EMCs, in the graphics code, limiting their use to commercial and manufacturing zoning districts and requiring that only half of the sign could be used for the changeable copy. But signs lacked brightness limits and a hold time.

Russell led a team to draft the new code, which incorporated a brightness limit for both on-premise and off-premise signs. The testing method also is included in the code.

It was the result of much scientific discussion. "I believe that the best answer is revealed if you have enough information," Russell said. The committee included a community group leader who was an architect specializing in lighting and representatives from the sign and graphics industry.

"When we started exploring brightness, it appeared the footcandle method was the way to go," Russell said. "However, some group members wanted us to explore the luminance method. ISA believed so strongly that the luminance method was problematic that they brought a demonstration to us."

The demonstration included a field trip to visit a sign to show the impact of the two measurement methods. "They wanted to make sure that we didn't go down the wrong path. They rented a lift and showed us that with the luminance method you'd have to get up in the lift, raise it and shine the nit gun at the sign. With the footcandle meter, you can stand on the ground."

Russell helped the group to see that the "members of the professional sign and graphics industry are not the same as end-users of signs, such as an owner of a carryout who wants to draw attention to his shop over others. We all had an interest in developing reasonable regulations instead of just banning these signs. We also did not want to take away the rights that businesses had to display electronic signs."

The new code has significantly lessened complaints about sign brightness. And when a complaint is received, the code enforcement officers have a verifiable process for determining whether the sign complies with the code.

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CASE STUDY: Kitsap County, Washington

COMMUNITY ..... **Kitsap County, Washington**
POPULATION..... **260,000**
LOCATION ..... Across the Puget Sound from Seattle and bordered by rural communities on the west. It is the third most densely populated county in the state.
SPECIFIC EMC ISSUE..... Existing codes did not cover electronic signs.

As a "transition" county between rural Washington and the metropolitan city of Seattle, Kitsap County had the challenges of creating regulations for electronic signs that fit the county's dual personalities.

"The first step was to identify where these signs would be allowed," said Darren Gurnee, a planner with the county. "We wanted to make sure these were restricted to areas of increased density and primarily non-residential use such as industrial zones and commercial zones within the urban growth area."

Previously, the county had allowed electronic signs "as a matter of interpretation," Gurnee said. Crafting more defined electronic sign regulations would provide a measure of stability—and help business owners know what was allowed and where. An added bonus: Gurnee felt the signs would be more attractive than the block letters signs that had to be changed manually.

While the county wanted to make it easier for businesses to convert existing static monument signs into electronic signs, it also wanted to ensure that the regulations were not written in a way that would allow billboards to convert.

"We were able to craft our regulations in a way that required signs be brought into conformance before any change could be made," Gurnee said. "Billboards were non-conforming, so that would not be an issue."

ISA provided Gurnee with industry standards—contained in this publication—and some background on the technology that today's electronic signs offer, such as automatic dimming. It also incorporated some of the recommended language on animation, hold times and transitions.

"The regulation is written in a way that it would be easy to enforce," Gurnee said, and easy to understand, without the ambiguities contained in the previous method. The ending code created a perfect fit for both of the community's personalities.

CASE STUDY: SPARKS, NEVADA

COMMUNITY ..... **Sparks, Nevada**
POPULATION..... **93,500**
LOCATION ..... A rapidly growing community, Sparks is located near Lake Tahoe, California, and Reno, Nevada, and is Nevada's fifth largest city.
SPECIFIC EMC ISSUE..... Existing regulations were difficult to enforce and outdated.

Sparks, Nevada had existing regulations of electronic message centers—or electronic variable signs as the community deemed them. But "it wasn't very explicit," said senior planner Karen Melby. "The brightness standards were in lumens, which we didn't even know how to measure."

The regulations were outdated as well—having been drafted in 2002. Technology had changed dramatically and the costs of EMCs had dropped, putting them in the range of more businesses' budgets. "We felt we could see more coming and felt that we needed to get a handle on it."

As a first step, planners required that those seeking an EMC permit meet their standards before approval was granted, but nothing was written into the code. That method can create problems.

So Melby led the city through the code revision process. She sought out industry expertise from both the planning community and the sign and graphics industry. For industry insight, she turned to ISA. ISA provided feedback on how other communities were regulating electronic message centers, and recommendations on what was working for these communities.

One outside group felt strongly that the standards should be regulated in nits, not footcandles. They brought in an expert who opposed the proposed regulations. But Melby held strong on the issue of footcandles. "In my research, it seems like footcandle is what you can see with your eyes while a nit is pinpointing a spot on a sign. When you look at a sign, you're looking at the whole thing, not just one small spot."

The city adopted the widely recognized standard of 0.3 footcandles above ambient light, using the distance measurements outlined in this publication. Melby took that table, determined the formula and wrote the formula into the code.

The community allows smaller signs—those under 32 square feet—to include scrolling, while those larger do not.

The result has been a city that has successfully navigated the balance between business interests and community aesthetics. "We've had very few complaints," Melby said. "When we do get a complaint about a sign being too bright, we go out and measure it. When they bring it down to standards, we don't get complaints."

Being able to use a simple light meter to measure brightness is far easier than simply guessing whether the sign is in compliance, Melby said. "The other method (measuring nits) was really based on opinion. What may seem bright to me may not seem bright to you. Now, we can say, 'This is what the meter says.'"

By having clear standards that are easier to enforce, both community and business win.

EXECUTIVE SUMMARY

ISA ELECTRONIC MESSAGE CENTER NIGHT-TIME BRIGHTNESS RECOMMENDATIONS

This summary has been developed with an understanding that EMCs that are unreasonably bright are not effective for the communities or end users. This intends to help communities and stakeholders develop brightness standards for on-premise EMCs. The summary comprises:

1) An overview of the importance of ensuring appropriate brightness,
2) Technology utilized to ensure appropriate brightness, and
3) Recommended brightness standards

1. Overview of the importance of ensuring appropriate night-time brightness.

EMCs that are too bright at night can be offensive and ineffective. There are significant advantages to ensuring than an electronic display is not overly bright. These advantages include:

- Conservation of energy
- Increased life expectancy of the electronic display components
- Building goodwill with the community
- Ensuring the legibility of the display

It is in the best interest of all stakeholders to ensure that EMCs are sufficiently bright to ensure clear legibility, while at the same time avoiding a display that is overly bright.

2. Technology utilized to ensure appropriate brightness.

Most EMCs are designed to produce sufficient brightness to ensure clear legibility during daylight hours. However, daytime brightness settings are usually inappropriate for night-time viewing. The following general methods are used to dim an EMC for appropriate night-time viewing:

1. ***Manual Dimming.*** Using this method, the sign operator dims the display in response to changing ambient light conditions.
2. ***Scheduled Dimming.*** Sunset-sunrise tables allow an EMC to be programmed to dim at the same time that the sun sets and rises. This method is generally acceptable, but is more effective when used as a backup to automatic dimming controls capability, such as photocell technology.
3. ***Photocell Technology.*** An EMC that utilizes photocell technology can automatically dim as light conditions change. A photocell sensor alerts the display to adjust brightness according to ambient light conditions.

3. Recommended night-time brightness standards.

Dr. Lewin recommended the development of brightness criteria based on the Illuminating Engineering Society's (IES) well-established standards pertaining to light trespass, IES Publication TM-11-00. The theory of light trespass is based on the concept of determining the amount of light that can spill over (or "trespass") into an adjacent area without being offensive.

In order to simplify Dr. Lewin's recommendations, and to take a more reasonable approach to ensure that EMCs are sufficiently visible but not overly bright, **it is recommended that EMCs not exceed 0.3 footcandles over ambient lighting conditions when measured at the recommended distance, based on the EMC size.**

Email signhelp@signs.org to receive Dr. Lewin's original research.

...it is recommended that EMCs not exceed 0.3 footcandles over ambient lighting conditions when measured at the recommended distance, based on the EMC size.

RECOMMENDED LEGISLATIVE LANGUAGE

Electronic Message Center (EMC) Criteria: The night-time illumination of an EMC shall conform with the criteria set forth in this section.

A. EMC Illumination Measurement Criteria: The illuminance of an EMC shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image for a full color-capable EMC, or a solid message for a single-color EMC. All measurements shall be taken as close as practical to a perpendicular plane of the sign at the distance determined by the total square footage of the EMC as set forth in the accompanying Sign Area of a Sign versus Measurement Distance table.

B. EMC Illumination Limits: The difference between the off and solid-message measurements using the EMC Measurement Criteria shall not exceed 0.3 footcandles at night.

C. Dimming Capabilities: All permitted EMCs shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 footcandle measurements.

D. Definition of EMC: A sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs or a flipper matrix.

SIGN AREA VERSUS MEASUREMENT DISTANCE

AREA OF SIGN sq. ft.	MEASUREMENT (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100
110	105
120	110
130	114
140	118
150	122
160	126
170	130
180	134
190	138
200	141
220	148
240	155
260	161
280	167
300	173

** For signs with an area in square feet other than those specifically listed in the table (i.e., 12 sq ft, 400 sq ft, etc), the measurement distance may be calculated with the following formula: Measurement Distance = $\sqrt{\text{Area of Sign Sq. Ft. x 100}}$*

HOW TO MEASURE THE NIGHT-TIME BRIGHTNESS OF AN EMC WITH OPERATIONAL CONTROL

(Note: This method can be completed by one individual, but requires operational control to shutoff the EMC)

STEP 1

OBTAIN AN ILLUMINANCE METER.

Purchase or otherwise procure an illuminance meter. Most city/county traffic departments have an illuminance meter, which are also referred to as lux or footcandle meters (lux is the metric measure of illuminance; footcandles is the English measure of illuminance). The illuminance meter must have the ability to provide a reading up to two decimal places and must be set to read footcandles. It is preferred to have an illuminance meter with a screw-mount that allows the sensor to be mounted on a tripod. A tripod ensures that the highly sensitive sensor is held perfectly still; otherwise it may be difficult to obtain an accurate reading.

STEP 2

DETERMINE SQUARE FOOTAGE.

Determine the square footage of the face of the electronic message sign (EMC) by multiplying the height and width of the EMC. This information may be available in a permit application, or can be determined by physically measuring the height and width of the EMC. Do not include the sign face square footage attributable to any additional static signs associated with the EMC (if applicable).

STEP 3

DETERMINE THE MEASUREMENT DISTANCE.

Using the total square footage found in Step 2, look up the measurement distance in the table provided in the Recommended Legislative Language on page 8, to determine the distance to measure the brightness of the EMC. The distance should be measured perpendicular to the EMC sign face. The use of a measuring wheel, laser finder or a smartphone app are the most convenient ways to measure the distance.

STEP 4

PREPARE THE DISPLAY FOR TESTING.

Ensure that the EMC is programmed to alternate between a solid white (or in the case of a monochrome display – the solid color of the display) message and a blank message. The community may require that the sign owner cooperate with testing by programming the EMC for testing upon written notice.

STEP 5

USE AN ILLUMINANCE METER TO MEASURE THE BRIGHTNESS OF THE EMC.

Mount the sensor of your illuminance meter to a tripod and orient the sensor directly towards the face of the EMC at the measurement distance determined in Step 2.

Ensure that the illuminance meter is set to measure footcandles up to two decimal places. As the display alternates between a solid white message and an "off" message, note the range of values on the illuminance meter. If the difference between the readings is less than 0.3 footcandles, then the brightness of the display is in compliance. If not, the display will need to be adjusted to a lower brightness level using the manufacturer's recommended procedures.

STEP 6

ENSURE THAT THE DISPLAY CAN ADJUST TO DIFFERENT AMBIENT CONDITIONS.

Inspect the sign to ensure that it incorporates a photocell or other technology to ensure that the display can adjust according to ambient lighting conditions.

As the display alternates between a solid white message and an "off" message, note the range of values on the illuminance meter. If the difference between the readings is less than 0.3 footcandles, then the brightness of the display is in compliance.

HOW TO MEASURE THE NIGHT-TIME BRIGHTNESS OF AN EMC—WITHOUT CONTROL OF THE SIGN

(Note: This method requires two individuals, but does not require operational control of the EMC.)

There will be instances where the EMC illumination needs to be evaluated to ensure that it does not exceed the brightness levels established in the municipal sign ordinance. If the municipality is unable to obtain access to the sign controls or attempting to take the measurement after business hours, this method should be followed.

Unlike the six-step process described previously, this process measures the difference in brightness between the sign in operation and when the sign is completely blocked from the illuminance meter. This procedure is extremely simple and requires only an illuminance meter and a piece of painted cardboard cut to the proper size.

STEP 1

OBTAIN AN ILLUMINANCE METER.
(See previous Step 1)

STEP 2

DETERMINE SQUARE FOOTAGE.
(See previous Step 2)

STEP 3

DETERMINE THE MEASUREMENT DISTANCE.
(See previous Step 3 or use $\sqrt{(\text{Area of Sign in Sq. Ft. x } 100)}$)

STEP 4

POSITION THE TESTERS.

Based on the size of the digital display, the person conducting the test should position themselves as close to directly in front of the digital display as practical, at the appropriate distance (calculated in Step 3).

A helper should position themselves about 7 ft. to 10 ft. in front of the light meter and hold up an opaque, black sheet of material that is roughly 12 in. high by 40 in. wide. (Regular cardboard painted matte black works well for this.) The sheet should be positioned so it blocks all light from the EMC, but still allows the remaining ambient light to register on the illuminance meter.

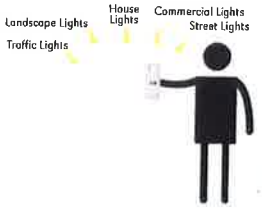
EMC Area	Measurement Distance
24 ft²	49 ft
32 ft²	57 ft
50 ft²	71 ft
100 ft²	100 ft

This helper should use a cardboard sheet to block the EMC light from the footcandle meter. This will establish the baseline footcandle reading.

After the cardboard block is held in place, a reading should be taken for the ambient light.

In this example, various light sources are impacting the photocell measuring 2.3 footcandles of ambient light.

This is the baseline for the measurement. Write it down.



STEP 5

USE AN ILLUMINANCE METER.

The illuminance meter should be held at a height of about 5 ft. (which is approximately eye level) and aimed directly at the EMC. The illuminance meter will account for surrounding sources of light or the absence thereof.

In this case our ambient light reading was 2.3 fc. The new light reading with the LED displaying a full white frame cannot read above 2.6 fc or 2.3 (ambient) + 0.3 (threshold). If a full white frame cannot be arranged, watch the meter to see if any ad exceeds 2.6 fc.

At this point, readings should be taken from the illuminance meter to establish a baseline illumination level. (ISA recommends that the illuminance meter is capable of levels to 2 decimal places 0.00).

Once the baseline level is established, add 0.3 footcandles to the baseline level to calculate the max brightness limit. (For example: Baseline reading is 3.15 footcandles. The max brightness level is 3.45 footcandles.)

STEP 6

DETERMINE THE BRIGHTNESS LEVEL.

Remove the opaque sheet from blocking the EMC. Watch the footcandle meter for 3 to 5 minutes to see if the max brightness level is exceeded by any of the images on the sign. If the readings do not exceed the max brightness levels, then the EMC illumination is in compliance.

If any of readings consistently exceed the max brightness level, the lighting level is not in compliance. In this scenario, the municipality will need to inform the sign owner of noncompliance and take appropriate steps to ensure that the EMC be adjusted to a lower brightness level using the manufacturer's recommended procedures.

If any of readings consistently exceed the max brightness level, the lighting level is not in compliance.

INTERNATIONAL SIGN ASSOCIATION

1001 N. Fairfax Street, Suite 301
Alexandria, VA 22314
703.836.4012 Ph
703.836.8353 Fax
www.signs.org

Weed, Rachel

From: Brenda Connely <brendaconnely@gmail.com>
Sent: Thursday, April 27, 2023 8:53 PM
To: Johnson, Randy; Ozias, Mark; French, Mike
Subject: Proposed Sign Code

We were distressed to read the article in the newspaper regarding the proposed severe restrictions on electronic signs in Clallam County. We believe this is extremely unfriendly to business and growth.

We own the building at 2416 E. Highway 101. We built it in 2015 on the site of the former Peking Restaurant. There are two businesses in the building, Caviar Jewelry and E-Z Pawn East. When we built it we incorporated a triangle-shaped tower into the design to facilitate advertising on electronic signs. The signs themselves cost $40,000. The tower to place them on cost at least that much.

The size and placement of the signs are per county regulation regarding dimensions in proportion to the building facade area, height and whatever else was required at the time. They were permitted by Clallam County. When we were told they were too bright at night we turned them down. We don't put flashing, jumping, exploding graphics on them. We simply advertise services, specials, merchandise, sales - they are electronically controlled readerboards. Would the planning commission have us go back to an employee on a ladder sticking up letters? How about gas stations posting their prices on electronic signs? Would that be banned as well?

According to the article in the newspaper not only would future entrepreneurs be banned from making use of what has become commonplace technology to communicate with potential customers, those of us who do have signs can't repair or upgrade them. Someone told us the no repairs part was incorrect. We certainly hope so, considering our large investment in these permitted signs.

We are wondering about the reasons given for banning this type of sign. They are supposedly distracting and cause accidents. Is there any data correlating increased traffic accidents with signs like ours? Anywhere in the state? I do know we have not been aware of any accidents outside our store caused because someone was reading our signs.

Westbound drivers who go past our store arrive in the City of Port Angeles in less than a minute. The city's sign code is apparently much more relaxed than this proposal since there are many electronic signs. Eastbound drivers have to run the sign gauntlet coming back the other way. Maybe someone should ask local law enforcement if they have had to respond to accidents in or out of the city where the fault was placed on being distracted by an electronic sign.

We believe Clallam County's proper role is to regulate signs and all other aspects of land use and growth in a manner that makes sense and considers the interests of everyone. This proposed sign ordinance does not make sense nor is it fair. It is repressive and regressive. Electronic signs are the modern version of a basic communication device and as long as they meet the size and placement requirements of a static sign they should be allowed anywhere in the county. We are not advocating we line our roads with giant electronic billboards for hire, just that businesses be able to have legally sized electronic signs on their own premises.

Ideally, businesses should have a reasonably level regulatory playing field to locate and function anywhere in the County where zoning allows whether in the City of Port Angeles or Forks or Sequim or the county in

between. Our store is located in a designated Urban Growth Area which at least implies business is welcome. This proposed ordinance is very plainly anti-business.

Thank you for your consideration of these points.

Ted and Brenda Connely
144 Riverside Rd
Port Angeles WA 98363
360 327 3755

Gores, Loni

From: Ozias, Mark
Sent: Monday, May 1, 2023 4:55 PM
To: Gores, Loni
Subject: FW: Concerns regarding sign ordinance

To share with the other Comms, thanks.

CMO

From: Jesse Major <major.jesse@gmail.com>
Sent: Thursday, April 27, 2023 5:49 PM
To: Ozias, Mark <mark.ozias@clallamcountywa.gov>
Subject: Fwd: Concerns regarding sign ordinance

Hi Mark,

Wanted to share some thoughts on the proposed sign ordinance as a citizen of this County and not as a County employee.

I am concerned about the outright prohibition of "electronic signs." I absolutely understand wanting to protect our rural character, but it seems there are locations in which electronic signs make sense, such as within commercial zones in Urban Growth Areas. We can absolutely limit the brightness, how often the messages change, etc. The definition of "electronic sign" seems to also include the signs at gas stations that display the price of fuel. I don't believe that is the intent, but the way I read this ordinance these types of signs would be illegal.

More importantly, I am also concerned about the enforcement provisions (I raised this to Bruce previously) which would add unlimited administrative fines for relatively minor violations. Title 33 already has an enforcement provision (CCC 33.59), so adding enforcement language under CCC 33.57 is redundant. The new language states the sign ordinance is enforceable under Title 20, but then goes on to remove the due process that is built into Title 20 by allowing the County to send out significant fines ($250 per day, no cap) without a hearing. The only violations I am aware of currently that can accrue fines without a hearing are violations of Title 41 (Board of Health Regulations), but these fines also max out at $14,000. It does not make sense to me that the new sign ordinance would allow us to fine someone indefinitely and without a hearing when other severe violations are either required to go in front of a Hearing Examiner for similar fines, or, in the case of Health Code violations, the administrative fines have a cap.

I'll also point out that the ordinance continues the exemption of "official notices authorized by ... a public body" and "information signs authorized by ... municipal governments." This could be an opportunity to clarify what these sections of code mean.

-Jesse

Jesse Major
Photographer
515.570.2505
@jessemajor
www.jessemajorphoto.com

---------- Forwarded message ---------
From: **Jesse Major** <major.jesse@gmail.com>
Date: Thu, Mar 2, 2023 at 2:04 PM
Subject: Re: Concerns regarding sign ordinance
To: Emery, Bruce <Bruce.Emery@clallamcountywa.gov>

Thanks for looking at this. I could only imagine the amount of work you're having to put in to get to everything that needs done.

- Jesse

Jesse Major
Photographer
515.570.2505
@jessemajor
www.jessemajorphoto.com

On Thu, Mar 2, 2023 at 1:36 PM Emery, Bruce <Bruce.Emery@clallamcountywa.gov> wrote:

Hi Jesse,

Thank you for this. Frankly, I've been operating on a limited bandwidth, and this is the kind of thing I would have liked to provided oversight on for the reasons you cited. I will make sure your comments are taken into full consideration.

Bruce

From: Jesse Major <major.jesse@gmail.com>
Sent: Thursday, March 2, 2023 1:11 PM
To: Emery, Bruce <Bruce.Emery@clallamcountywa.gov>
Subject: Concerns regarding sign ordinance

Hi Bruce,

Hope all is going well! Sending from my personal email since this isn't a Public Records Issue.

I have concerns that the enforcement provisions in the proposed sign code conflict with the enforcement provisions in Title 20 CCC and could create liability by removing due process and adding unlimited administrative fines for a relatively minor violation. The easiest way to fix this would be to eliminate the proposed enforcement language within the sign ordinance since CCC 33.59 already covers enforcement for the entirety of Title 33.

If you're interested in discussing the specific conflicts between the proposed ordinance and Title 20, I'd be happy to chat.

-Jesse

Jesse Major

Photographer

515.570.2505

@jessemajor

www.jessemajorphoto.com

1C

MAY 09 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-1-23**

REGULAR AGENDA ☒ **Meeting Date: 5-9-23**

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

Item summary:

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

Executive summary:
Harper Ridgeview Response Regarding Payment for Unclaimed Remains:
The county has been asked to consider revising County Code to allow for public financial assistance when the body of a deceased person is unclaimed by relatives, an expense currently borne by funeral homes. We will discuss a draft response.

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?)
Discuss a draft response to Harper Ridgeview Funeral Chapel.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Mark Nichols – Coroner, Nathan Millett – Deputy Coroner, Harper Ridgeview Funeral Chapel

Relevant Departments: Board of Commissioners, Mark Nichols – Coroner, Nathan Millett – Deputy Coroner

Date submitted: 4-24-23

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

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

RICH SILL, County Administrator

DRAFT

File: A72

May 9, 2023

Mr. Mark Gustafson c/o
Harper-Ridgeview Funeral Chapel
105 West 4th Street
Port Angeles, WA 98362

Mr. Erick Scheiderman c/o
Sequim Valley Funeral Chapel
108 West Alder Street
Sequim, WA 98382

Dear Messrs. Gustafson and Scheiderman:

Thank you for your email correspondence of March 23, 2023. We appreciate your thoughtful input regarding considerations surrounding the disposition of indigent human remains.

As noted in your correspondence, state law addresses the disposition of human remains in Chapters 36.39 and 68.50 of the Revised Code of Washington (RCW). RCW 36.39.030 is entitled "Disposal of remains of indigent persons[]"and states:

> The board of county commissioners of any county shall provide for the disposition of the remains of any indigent person including a recipient of public assistance who dies within the county and whose body is unclaimed by relatives or church organization.

RCW 68.50.160 is entitled "Right to control disposition of remains—Liability of funeral establishment or cemetery authority—Liability for cost[]" and states in relevant part at (3) and (6) respectively:

. . .

> (3) If the decedent has not made a prearrangement as set forth in subsection (2) of this section or the costs of executing the decedent's

wishes regarding the disposition of the decedent's remains exceeds a reasonable amount or directions have not been given by the decedent, the right to control the disposition of the remains of a deceased person vests in, and the duty of disposition and the liability for the reasonable cost of preparation, care, and disposition of such remains devolves upon the following in the order named:

(a) The person designated by the decedent as authorized to direct disposition as listed on the decedent's United States department of defense record of emergency data, DD form 93, or its successor form, if the decedent died while serving in military service as described in 10 U.S.C. Sec. 1481(a) (1)-(8) in any branch of the United States armed forces, United States reserve forces, or national guard;

(b) The designated agent of the decedent as directed through a written document signed and dated by the decedent in the presence of a witness. The direction of the designated agent is sufficient to direct the type, place, and method of disposition;

(c) The surviving spouse or state registered domestic partner;

(d) The majority of the surviving adult children of the decedent;

(e) The surviving parents of the decedent;

(f) The majority of the surviving siblings of the decedent;

(g) A court-appointed guardian for the person at the time of the person's death.

. . .

(6) The liability for the reasonable cost of preparation, care, and disposition devolves jointly and severally upon all kin of the decedent in the same degree of kindred, in the order listed in subsection (3) of this section, *and* upon the estate of the decedent.

(Underline and *italics* added.)

Based on the foregoing, county governments in Washington state are legally obligated to provide for the disposition of human remains in cases where it has been determined that the decedent is both indigent and unclaimed. If a decedent is not indigent and unclaimed, the liability for the reasonable cost of preparation, care, and disposition devolves jointly and severally upon all kin of the decedent and upon the estate of the decedent.

These state obligations are codified at the local level through Clallam County Code (CCC), Chapter 3.45 "Disposition of Remains of Indigent Persons." Under this chapter of the county's code, a decedent is

deemed to be "indigent" when they are without assets sufficient to pay for the cost of burial as provided by the chapter. CCC 3.45.010 (3). A decedent is deemed to be "unclaimed" when family, friends or a church organization are not claiming responsibility for final disposition of an indigent decedent, *and* the decedent is not survived by a spouse, adult children, parents, siblings and/or a person acting as the decedent's representative under a signed authorization of the decedent. CCC 3.45 (4) (a) – (e). In response to one of the questions posed in your correspondence, the county's definition for the term "unclaimed" – including the requirement that a decedent have no living relatives – is taken directly from state law. Clallam County is not unique in having a county code that incorporates definitional terms directly from state law. For example, Thurston county - where Clallam County's autopsies are conducted - defines the terms "indigent" and "unclaimed" in virtually identical fashion. *See* Thurston County Code, Chapter 2.116, "Disposal of Unclaimed Remains of Indigent Persons."

We are aware that some other counties in Washington[1] have created their own definitions for the term "indigent" and/or "unclaimed" within their county code provision that addresses disposition of remains of indigent persons. We surmise they likely did so, at least in part, based on fiscal considerations. This is because county commissioners in Washington state are statutorily required to "[h]ave the care of the county property and the management of the county funds . . ." RCW 36.32.120 (6). Stated somewhat differently, county commissioners in Washington state are legally obligated to safeguard the public fisc recognizing that it is comprised of taxpayer dollars.

In circumstances where a decedent is determined to be indigent and unclaimed, Chapter 3.45 of the Clallam County Code mirrors state law by placing the financial obligation to pay for the disposition of their remains on surviving kin and the decedent's estate before obligating the county, and by implication the taxpayers, to pay these costs. We believe this construct to be reasonable and one that minimizes the potential for system abuse, especially given the competing and often disparate interests that can and at times do present at the hand of the family of the decedent and the decedent's estate.

Thank you, again, for your outreach. We would be glad to meet with you to discuss this matter further if you so desire.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

PROSECUTING ATTORNEY'S OFFICE

Mark Nichols, Prosecutor/Coroner

[1] We acknowledge that King County is one such example, as is pointed out in your correspondence.

DRAFT

MAY 09 2023

PROCLAMATION
RECOGNIZING PROVIDER APPRECIATION DAY MAY 12, 2023

WHEREAS, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide, and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of Washington's young children, families, and communities.

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominantly by women, are still recovering from health and financial hardships stemming from the pandemic while they have continued to meet the needs of families; and

WHEREAS, Washington recognizes that child care has been a lifeline for families, communities, and the economy and as such, has provided much-needed support to providers to help sustain the viability of child care; and

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future.

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby Proclaim May 12,2023, as Provider Appreciation Day in Clallam County and urge all citizens to recognize Child Care Providers for their important work.

Signed this 9th day of May 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

2a

AGENDA ITEM SUMMARY

MAY 09 2023

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date: 5.1.2023**

REGULAR AGENDA ☒ **Meeting Date: 5.9.2023**

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

Item Summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # **305-23-003**

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other:

Documents exempt from public disclosure are attached: ☐

Executive summary:
Clallam County Parks, Fair, & Facilities was awarded Tourism Sustainability Grant from State of Washington Tourism for Robin Hill Farm Park Trail Improvements and Shoulder Season Event Programming

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

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

County Official signature & print name: _____ Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

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

Date submitted: 4.19.2023

305-23-003

STATE OF WASHINGTON TOURISM

Grant Agreement

Grant	Tourism Sustainability
Grantee	Clallam County Parks, Fair, and Facilities Department
Contact	Don Crawford
Project	Robin Hill Farm Park Trail Improvements and Shoulder Season Events Program
Request	$30,000
Award	$20,000
Timeline	Expend funds by August 1, 2023; submit project evaluation by October 1, 2023
Payment	Lump sum via check in the mail, send in March 2023

Clallam County Parks, Fair, and Facilities Department ("Grantee") has been selected as a recipient of the Tourism Sustainability Grant ("Grant") from State of Washington Tourism ("SWT") for Robin Hill Farm Park Trail Improvements and Shoulder Season Events Program ("Project") in accordance with Grant eligibility, timelines, and other criteria. As a condition precedent for the transfer of Grant funds from SWT to the Grantee, the Grantee must acknowledge and agree to be bound by the terms and conditions set forth in this Grant Agreement ("Agreement").

The Grantee hereby agrees as follows:

A. The Grantee must use all Grant funds directly and solely to complete the Project as identified above and as described in the Grantee's proposal or related correspondence and may not be expended for any other purposes without written approval from SWT, which approval may be withheld at SWT's discretion. The Grantee must submit all contracts/contractors involved with the Project to SWT for review and approval. Grant funds from SWT shall not be used to pay for staff salaries, debt, or interest payments associated with eligible projects. SWT may release Grant funds as a lump sum or by other means to the Grantee.

B. The Grantee represents and warrants that it is either: (i) recognized as a government municipality, (ii) a federally- or state-recognized tribe, or (iii) a 501(c)(3) nonprofit organization or other 501(c) non-profit organization that supports travel and tourism in the State of Washington as outlined in the Tourism Sustainability Grant. The Grantee will immediately inform SWT of any change to its tax status during the Project period.

C. Grant funds shall be expended by August 1, 2023. The Grantee shall return any unexpended Grant funds at the end of the Project period upon request therefore by SWT, unless SWT and the Grantee in writing either extend the Project period or reallocate the Grant funds to a similar project or otherwise agree as to how to address such remaining funds.

D. The Grantee will provide prompt and accurate information, receipts, and other documents as requested by SWT for verification, financial review, or other components associated with an evaluation of the Project. The Grantee must submit a project evaluation to SWT by October 1, 2023. If the Grantee fails to submit an evaluation, its consideration for future grants with SWT may be adversely affected. The Project evaluation should include a final budget, proof of spending, photos, and a written account of how the Grant funds were used and their impact on travel and tourism in the State of Washington. See the Project Evaluation Form for more details.

E. The Grantee must acknowledge the Tourism Sustainability Grant and include the SWT logo in material associated with the Project. SWT must also review and approve this material prior to its use or dissemination by the Grantee. The Grantee agrees to permit SWT to include and/or disseminate information about the Project and/or Grantee in publications and communications.

F. SWT reserves the right to discontinue, withhold, or modify any payments or the payment schedule regarding this grant, or to require a total or partial refund of any grant funds if, in the sole discretion of the grantor, such action is necessary because: (i) the grantee's conduct jeopardizes its legal or tax status; (ii) the grantee loses its tax-exempt status as a non-profit entity; (iii) the grantee is unable or unwilling to fulfill the requirements of this Agreement; (iv) the grantee fails to comply with laws or regulations.

G. If this Grant is terminated before the Project's scheduled completion date, the Grantee will provide SWT with a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the termination date.

H. If the Project requires significant changes, the Grantee must request pre-approval for any such changes from SWT before any such changes come into effect. These actions may affect the scope of work, deliverables, personnel, timeline, budget, or other components of the Project, such that the Grantee must submit these change requests in writing with sufficient detail and description for SWT's consideration. Significant changes to the Project may result in the forfeiture of Grant funds and/or the right to receive any further funds.

I. The Grantee shall not disburse Grant funds to any recipient acting as a fiscal sponsor or agent and shall not otherwise assign this Agreement without the prior written consent of SWT, which consent may be withheld at SWT's discretion.

By signing below, the undersigned represents and warrants that such person is duly authorized and has the legal capacity and authority to execute and deliver this Agreement for and on behalf of the Grantee. This Agreement shall be binding and enforceable against the Grantee according to its terms and conditions upon execution.

Signature _____

Name _____

Title _____

Date _____

Approved as to form:

Bert D. Boughton

20

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) MAY 09 2023

Department: Parks, Fair, and Facilities

WORK SESSION ☒ **Meeting Date: 05.01.2023**

REGULAR AGENDA ☒ **Meeting Date: 05.09.2023**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 301-23-003
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: Review summited PSA proposal from Wetherholt and Associates for the roof design consulting, construction administration, bid assistance and part-time application inspection services. This project is for replacing the roofs at the new and old Juvenile Buildings.

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 for this project have been approved in the 2023 budget.**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Parks, Fair, and Facilities recommend approval of this proposal.

County Official signature & print name: Rick McFarlen. Rick McFarlen.

Name of Employee/Stakeholder attending meeting: Rick McFarlen

Relevant Departments: Parks, Fair, and Facilities

Date submitted: 04.25.2023

Contract

301-23-003

PERSONAL SERVICES AGREEMENT

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

Name: Wetherholt and Associates, INC.

Address: 14715 NE 95th Street, Suite 100

Redmond, WA 98052

Phone №: 425-822-8397

(hereinafter called "Contractor").

This Agreement is comprised of:

X Attachment A - Scope of Work

X Attachment B – Compensation

X Attachment C - General Conditions

X Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 9th day of May 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

WETHERHOLT AND ASSOCIATES.

Print name:_____

Title:

_____

Date:_____, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

Mark Ozias, Chair

Print name:_____

Originals: BOCC
Vendor
Initiating Department

Copies: 1 with Contract Summary

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

SCOPE OF WORK

See Attached Proposal.

COMPENSATION

1.☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay the Contractor a fixed fee of **Eighty Thousand Seven Hundred and Fifty Dollars. ($80,750)** T be collected in a total of four phases. For the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

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

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

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

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

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

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

(a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

(a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

Name: **Rick McFarlen**

Title: **Deputy Director**

Address: **223 East 4th Street, Suite 7**

Telephone: **360.417.2302**

E-mail: **rick.mcfarlen@clallamcountywa.gov**

Fax: **360.417.2395**

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒	COMMERCIAL GENERAL LIABILITY:		
	Bodily injury, including death	$1,000,000	per occurrence.
		$2,000,000	aggregate
	Property damage	$	per occurrence
		$	aggregate
☐	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$	per occurrence
☐	WORKERS COMPENSATION:	Statutory amount	

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

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

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

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

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

WETHERHOLT AND ASSOCIATES, INC.

April 20, 2023

Clallam County Parks, Fair and Facilities Department
223 East 4th Street, Suite 7 Phone: 360-417-2302
Port Angeles, Washington 98362-3015

Attn: Rick McFarlen Email: rick.mcfarlen@clallamcountywa.gov
Cc: Stoney Hutto Email: stoney.hutto@clallamcountywa.gov

Ref: Roof Design Consulting, Construction Administration, Bid Assistance, and Inspection Services Proposal
Clallam County Juvenile Facilities
1912 and 1914 W 18th Street
Port Angeles, Washington 98363

Greetings,

As discussed with Rick McFarlen and Stoney Hutto, we are pleased to submit our proposal to provide roof design consulting, construction administration, bid assistance and part-time application inspection services for the Clallam County Juvenile Facilities reroof project in Port Angeles, Washington.

From our discussion, the following explains the phases of our work and their approximate costs. Our scope will include low slope roofs on two buildings; the newer juvenile facility built in 1994/1995, and the old juvenile facility that is planned to be converted into WSU extension office space. The plan is for the roofing work to be done in 2024.

Phase I: Roof Scoping Study/Moisture Scan

- Preliminary site visit to gain some familiarity with the low slope roof areas on the two buildings and discuss the scope of services with facilities personnel (performed 4/11/23).
- Review of any as-built drawings and roof related documents provided by the Client/Owner.
- Site visit to review the existing roof assemblies and perform an impedance moisture scan.
    - The moisture scan is being proposed to determine if installing a roof recover assembly, instead of a full tear-off which may require upgrading the insulation, is a viable option, and to identify any areas of entrapped moisture that would require selective demo and replacement.
    - Roof cores will be performed to verify the roof cross section, to calibrate the impedance scanner and verify results. The roof cores will be repaired with short-term repair patches. The owner should engage a qualified roofing contractor to complete permanent repairs to the roof cores within 6 to 8 months.

  - The roof core samples will be taken by an AHERA Certified Building Inspector and delivered to a lab for asbestos analysis, if needed.
  - The survey will need to be performed when the roof surface is dry. The roof surface should also be cleaned prior to the scan, if possible, as we are unable to scan areas with debris (leaves, etc.) as the debris holds moisture, and any standing water pushed to drain.
  - We would mark areas that appear to have moisture in the roof assembly with spray paint on the roof.
- Preparation of a Scoping Study/Moisture Scan Report to include recommendations for reroofing or recover systems/options to comply with the current energy code and preliminary cost estimates based on discussion with local roofing contractors. The report will include a marked-up roof plan showing the areas where anomalous areas are detected as potentially containing moisture, if any.

An estimated budget of $10,750 should be set aside for these Phase I services which includes a $250 fee for the use of the Tramex Dec Scanner.

Phase II: Design Development

- Once a consensus is reached on the type of roof assembly selected, we will move forward with design development.
- Site visit to perform a roof take-off for developing specifications and plans.
- Preparation of technical Division 7 sections, including sheet metal flashing, rough carpentry, roof accessory and demo sections. Clallam County will be responsible for front end sections, including but not limited to, Division 00, Division 01, procurement, contracting, general and insurance requirements.
- Preparation of CAD reroofing plans and details.
  - A draft copy of the specifications, plans, and details will be provided to the client for review and approval prior to finalization of the bid documents. Client/Owner will be responsible for submitting package to their insurance carrier for review and advertising for bids.
- Internal review by a Principal for quality assurance purposes.

Exclusions: Any required right-of-way use, roofing or construction permits from the City of Port Angeles. Any required mechanical, structural, plumbing, electrical or industrial hygienist testing/design consulting or preparation of related specifications/details that may be needed. Should it be determined that the services of a professional technician or engineer for these trades are required for the reroof design, we will notify the Client/Owner as necessary. Costs for services provided by other consultants are not included in our proposal. Other consultants should contract directly with the owner.

An estimated budget of $22,000 should be set aside for these Phase II services.

Phase III: Bid Assistance and Construction Administration

- Preparation of an Invitation to Bid, Instructions to Bidders and Bid Form to be sent out with the bid package and drawings through a public bidding process by the Client/Owner.
- Conduct an onsite pre-bid meeting to review the reroofing scope with the bidding roofing contractors and answer questions as needed.
- Preparation of Addendum(s) that may arise from the pre-bid meeting to be sent out before the bids are due.
- Review of bids with Client/Owner. Final decision regarding which contractor to award the reroof project to will be the responsibility of the Client/Owner.
- Review and mark-up roofing submittals and shop drawings.
- Respond to RFI's and answer questions that arise during the construction phase.
- Miscellaneous involvement to develop additional details or responses during the construction phase.
- Field Inspector and Sr. Field Engineer/Principal to attend a pre-construction meeting to review the requirements (contract documents), submittals, proposed installation procedures and schedule, location and storage of materials, requirements for inspections, forecasted weather conditions, etc.

An estimated cost of $14,000 should be set aside for these Phase III services.

Phase IV: Part Time Application Inspections and Roof Consulting During Construction

- Part-time roof application inspection services by a Field Inspector. This is based on an estimate of two to three inspections per week and an approximate 6-week reroofing schedule.
    - Assumes up to a total of fifteen (15) site visits by a Field Inspector including two (2) intermittent site visits accompanied by a Sr. Field Engineer/Principal, and a punch and final inspection.
- Inspection reports: Reports with photos documenting observations and issues noted during each site inspection. One report per inspection will be prepared with report quality assurance review by a Sr. Field Engineer/Principal.

Exclusions: Acceptance of the roof deck/substrate as suitable for commencing the reroofing/recover installation. Any required manufacturer's warranty inspections and special inspections that may be required by the city. Typically, the roofing contractor will coordinate manufacturers inspections since the warranty will be issued through them. Any required post-project inspections required by the manufacturer to maintain the warranty.

The application inspections are intended to monitor the reroofing application, verifying that the application complies with the project specifications, manufacturer's installation requirements, and good roofing practice. Proper execution of the design is the responsibility of the Contractor. Quality control, onsite safety requirements, ways, means and methods are the responsibility of the Contractor.

An estimated cost of $34,000 should be set aside for these Phase IV services.

Total estimated budget for Phase I, Phase II, Phase III and Phase IV services - $80,750.

The actual cost for services will depend upon the time spent. Billing will be on an hourly basis and invoices are itemized showing dates, hours, and description of work performed. Should it appear the probable cost of consulting services will be exceeded, authorization would be requested prior to the performance of additional work. *The actual cost will depend upon the contractor's schedule and diligence in completing the work properly.*

The billing rate for Ray Wetherholt, PE/RRC/RWC/REWC/RBEC/F-IIBEC is $340/hr. The billing rate for Don Davis, RRC/RWC/REWC/RBEC; Bob Card, F-IIBEC, RRC/RWC/REWC/RBEC; Mike Caniglia, RRO/RRC/RWC/REWC/RBEC; Pravat Sripranaratanakul, RRO/RRC/RWC, Jose Laurean, RRO/RRC/RWC, Principals of Wetherholt and Associates, Inc. is $240/hr. Field Engineers are billed at $205/hr. Roofing Application Inspectors and Technical Services are billed at $120/hr. for straight time, overtime at $180/hr. Technical Assistants are billed at $90/hr. A supply fee of $25 per cut will be billed for all test cuts. Expenses are billed at cost plus 10%. Mileage will be billed at $0.70 per mile. Time is billed portal to portal.

If the Client/Owner wishes to keep the building occupied during construction, Client/Owner acknowledges that it has considered the potential risks and, on its own, decided that the building will remain occupied during construction. We assume no responsibility for any results of this decision, which is solely the owner's decision, and are not responsible and have not undertaken to advise the Client/Owner regarding the building occupants and tenant employees.

In order to briefly clarify the duties of the inspector: the inspector monitors the roofing application by verifying that the contractor is following the specifications. The inspector measures lap seams, verifies that the materials specified are the materials used, that the roofing installation methods conform to the manufacturer's recommendations and the specifications. Should conflicts arise between the specifications and the installation, the inspector resolves the problem by calling the appropriate party for an answer. We encourage our inspectors to ask questions, remembering the cliché "the only dumb question is the one that was not asked".

As the inspector observes items requiring correction, these are pointed out to the foreman of the roofing crew. If the item conflicts with the specification and is not easily resolved, it is noted in a daily report. These reports discuss what occurred on the project during the day of the report, and are relatively detailed in comparison to the standard testing laboratory report.

The inspector's authority is limited, in that they cannot change the specifications, direct the work, or perform the work. They are there to observe that the roofing is installed in accordance with the specifications and good practice. Neither is the inspector the guarantor of the performance of the roof membrane; the manufacturer and the installer provide guarantees because they make and install the material.

Inspections are performed by personnel experienced in roofing application inspection and who are employees of Wetherholt and Associates, Inc.

We are continually updating our inspectors by exposing them to the differing types of roofing, and meeting with roofing materials representatives to discuss their particular requirements. In addition, we regularly meet with contractors to discuss products and application techniques. Our personnel attend local and national seminars where we learn additional roofing related information.

Wetherholt and Associates, Inc. does not guarantee the product application or materials, as this is the province of the manufacturer and applicator. We provide experienced eyes and judgment, along with detailed reporting to represent the client in a professional manner.

We have performed similar services for clients including City of Kirkland, Seattle Parks and Recreation, Snohomish County PUD, King County Library System, Kidder Mathews, and Kemper Development Company. Services included reroof design consulting, investigation of leakage, and evaluation of roof membrane, wall transitions, sheet metal flashings, below grade waterproofing, and walking decks.

By retaining Wetherholt and Associates, Inc. you will be working with a knowledgeable consultant familiar with the various wall cladding, roofing, and waterproofing systems available. However, due to the nature of roofing specification, installation, and consulting, we have found it necessary to limit our liability.

You, as our client, agree to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that you may recover against Wetherholt and Associates, Inc. (together with its officers, directors and employees) on any and all claims and/or causes of action arising under or related to this Agreement and/or the Project to the amount of compensation paid by you to Wetherholt and Associates, Inc. for our services pursuant to this Agreement. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

Should our proposal merit your approval, please so indicate your understanding and authorization to proceed by your signature below or issuance of a purchase order referencing this proposal and return a signed copy to us. This proposal will remain valid for 90 days and is subject to price and term changes thereafter.

Thank you for the opportunity to discuss our services. If you have any questions, or if we may be of further assistance, please do not hesitate to call.

_____
Signature of Authorization

José Laurean, RRO, RRC, RWC
Sr. Field Engineer/Principal
Wetherholt and Associates, Inc.

_____
Date

WETHERHOLT AND ASSOCIATES, INC.

April 20, 2023

Clallam County Parks, Fair and Facilities Department
223 East 4th Street, Suite 7
Port Angeles, Washington 98362-3015

Phone: 360-417-2302

Attn: Rick McFarlen
Email: rick.mcfarlen@clallamcountywa.gov
Cc: Stoney Hutto
Email: stoney.hutto@clallamcountywa.gov

Ref: Roof Design Consulting, Construction Administration, Bid Assistance, and Inspection Services Proposal
Clallam County Juvenile Facilities
1912 and 1914 W 18th Street
Port Angeles, Washington 98363

Greetings,

As discussed with Rick McFarlen and Stoney Hutto, we are pleased to submit our proposal to provide roof design consulting, construction administration, bid assistance and part-time application inspection services for the Clallam County Juvenile Facilities reroof project in Port Angeles, Washington.

From our discussion, the following explains the phases of our work and their approximate costs. Our scope will include low slope roofs on two buildings; the newer juvenile facility built in 1994/1995, and the old juvenile facility that is planned to be converted into WSU extension office space. The plan is for the roofing work to be done in 2024.

Phase I: Roof Scoping Study/Moisture Scan

- Preliminary site visit to gain some familiarity with the low slope roof areas on the two buildings and discuss the scope of services with facilities personnel (performed 4/11/23).
- Review of any as-built drawings and roof related documents provided by the Client/Owner.
- Site visit to review the existing roof assemblies and perform an impedance moisture scan.
    - The moisture scan is being proposed to determine if installing a roof recover assembly, instead of a full tear-off which may require upgrading the insulation, is a viable option, and to identify any areas of entrapped moisture that would require selective demo and replacement.
    - Roof cores will be performed to verify the roof cross section, to calibrate the impedance scanner and verify results. The roof cores will be repaired with short-term repair patches. The owner should engage a qualified roofing contractor to complete permanent repairs to the roof cores within 6 to 8 months.

  - The roof core samples will be taken by an AHERA Certified Building Inspector and delivered to a lab for asbestos analysis, if needed.
  - The survey will need to be performed when the roof surface is dry. The roof surface should also be cleaned prior to the scan, if possible, as we are unable to scan areas with debris (leaves, etc.) as the debris holds moisture, and any standing water pushed to drain.
  - We would mark areas that appear to have moisture in the roof assembly with spray paint on the roof.
- Preparation of a Scoping Study/Moisture Scan Report to include recommendations for reroofing or recover systems/options to comply with the current energy code and preliminary cost estimates based on discussion with local roofing contractors. The report will include a marked-up roof plan showing the areas where anomalous areas are detected as potentially containing moisture, if any.

An estimated budget of $10,750 should be set aside for these Phase I services which includes a $250 fee for the use of the Tramex Dec Scanner.

Phase II: Design Development

- Once a consensus is reached on the type of roof assembly selected, we will move forward with design development.
- Site visit to perform a roof take-off for developing specifications and plans.
- Preparation of technical Division 7 sections, including sheet metal flashing, rough carpentry, roof accessory and demo sections. Clallam County will be responsible for front end sections, including but not limited to, Division 00, Division 01, procurement, contracting, general and insurance requirements.
- Preparation of CAD reroofing plans and details.
  - A draft copy of the specifications, plans, and details will be provided to the client for review and approval prior to finalization of the bid documents. Client/Owner will be responsible for submitting package to their insurance carrier for review and advertising for bids.
- Internal review by a Principal for quality assurance purposes.

Exclusions: Any required right-of-way use, roofing or construction permits from the City of Port Angeles. Any required mechanical, structural, plumbing, electrical or industrial hygienist testing/design consulting or preparation of related specifications/details that may be needed. Should it be determined that the services of a professional technician or engineer for these trades are required for the reroof design, we will notify the Client/Owner as necessary. Costs for services provided by other consultants are not included in our proposal. Other consultants should contract directly with the owner.

An estimated budget of $22,000 should be set aside for these Phase II services.

Phase III: Bid Assistance and Construction Administration

- Preparation of an Invitation to Bid, Instructions to Bidders and Bid Form to be sent out with the bid package and drawings through a public bidding process by the Client/Owner.
- Conduct an onsite pre-bid meeting to review the reroofing scope with the bidding roofing contractors and answer questions as needed.
- Preparation of Addendum(s) that may arise from the pre-bid meeting to be sent out before the bids are due.
- Review of bids with Client/Owner. Final decision regarding which contractor to award the reroof project to will be the responsibility of the Client/Owner.
- Review and mark-up roofing submittals and shop drawings.
- Respond to RFI's and answer questions that arise during the construction phase.
- Miscellaneous involvement to develop additional details or responses during the construction phase.
- Field Inspector and Sr. Field Engineer/Principal to attend a pre-construction meeting to review the requirements (contract documents), submittals, proposed installation procedures and schedule, location and storage of materials, requirements for inspections, forecasted weather conditions, etc.

An estimated cost of $14,000 should be set aside for these Phase III services.

Phase IV: Part Time Application Inspections and Roof Consulting During Construction

- Part-time roof application inspection services by a Field Inspector. This is based on an estimate of two to three inspections per week and an approximate 6-week reroofing schedule.
    - Assumes up to a total of fifteen (15) site visits by a Field Inspector including two (2) intermittent site visits accompanied by a Sr. Field Engineer/Principal, and a punch and final inspection.
- Inspection reports: Reports with photos documenting observations and issues noted during each site inspection. One report per inspection will be prepared with report quality assurance review by a Sr. Field Engineer/Principal.

Exclusions: Acceptance of the roof deck/substrate as suitable for commencing the reroofing/recover installation. Any required manufacturer's warranty inspections and special inspections that may be required by the city. Typically, the roofing contractor will coordinate manufacturers inspections since the warranty will be issued through them. Any required post-project inspections required by the manufacturer to maintain the warranty.

The application inspections are intended to monitor the reroofing application, verifying that the application complies with the project specifications, manufacturer's installation requirements, and good roofing practice. Proper execution of the design is the responsibility of the Contractor. Quality control, onsite safety requirements, ways, means and methods are the responsibility of the Contractor.

An estimated cost of $34,000 should be set aside for these Phase IV services.

Total estimated budget for Phase I, Phase II, Phase III and Phase IV services - $80,750.

The actual cost for services will depend upon the time spent. Billing will be on an hourly basis and invoices are itemized showing dates, hours, and description of work performed. Should it appear the probable cost of consulting services will be exceeded, authorization would be requested prior to the performance of additional work. *The actual cost will depend upon the contractor's schedule and diligence in completing the work properly.*

The billing rate for Ray Wetherholt, PE/RRC/RWC/REWC/RBEC/F-IIBEC is $340/hr. The billing rate for Don Davis, RRC/RWC/REWC/RBEC; Bob Card, F-IIBEC, RRC/RWC/REWC/RBEC; Mike Caniglia, RRO/RRC/RWC/REWC/RBEC; Pravat Sripranaratanakul, RRO/RRC/RWC, Jose Laurean, RRO/RRC/RWC, Principals of Wetherholt and Associates, Inc. is $240/hr. Field Engineers are billed at $205/hr. Roofing Application Inspectors and Technical Services are billed at $120/hr. for straight time, overtime at $180/hr. Technical Assistants are billed at $90/hr. A supply fee of $25 per cut will be billed for all test cuts. Expenses are billed at cost plus 10%. Mileage will be billed at $0.70 per mile. Time is billed portal to portal.

If the Client/Owner wishes to keep the building occupied during construction, Client/Owner acknowledges that it has considered the potential risks and, on its own, decided that the building will remain occupied during construction. We assume no responsibility for any results of this decision, which is solely the owner's decision, and are not responsible and have not undertaken to advise the Client/Owner regarding the building occupants and tenant employees.

In order to briefly clarify the duties of the inspector: the inspector monitors the roofing application by verifying that the contractor is following the specifications. The inspector measures lap seams, verifies that the materials specified are the materials used, that the roofing installation methods conform to the manufacturer's recommendations and the specifications. Should conflicts arise between the specifications and the installation, the inspector resolves the problem by calling the appropriate party for an answer. We encourage our inspectors to ask questions, remembering the cliché "the only dumb question is the one that was not asked".

As the inspector observes items requiring correction, these are pointed out to the foreman of the roofing crew. If the item conflicts with the specification and is not easily resolved, it is noted in a daily report. These reports discuss what occurred on the project during the day of the report, and are relatively detailed in comparison to the standard testing laboratory report.

The inspector's authority is limited, in that they cannot change the specifications, direct the work, or perform the work. They are there to observe that the roofing is installed in accordance with the specifications and good practice. Neither is the inspector the guarantor of the performance of the roof membrane; the manufacturer and the installer provide guarantees because they make and install the material.

Inspections are performed by personnel experienced in roofing application inspection and who are employees of Wetherholt and Associates, Inc.

We are continually updating our inspectors by exposing them to the differing types of roofing, and meeting with roofing materials representatives to discuss their particular requirements. In addition, we regularly meet with contractors to discuss products and application techniques. Our personnel attend local and national seminars where we learn additional roofing related information.

Wetherholt and Associates, Inc. does not guarantee the product application or materials, as this is the province of the manufacturer and applicator. We provide experienced eyes and judgment, along with detailed reporting to represent the client in a professional manner.

We have performed similar services for clients including City of Kirkland, Seattle Parks and Recreation, Snohomish County PUD, King County Library System, Kidder Mathews, and Kemper Development Company. Services included reroof design consulting, investigation of leakage, and evaluation of roof membrane, wall transitions, sheet metal flashings, below grade waterproofing, and walking decks.

By retaining Wetherholt and Associates, Inc. you will be working with a knowledgeable consultant familiar with the various wall cladding, roofing, and waterproofing systems available. However, due to the nature of roofing specification, installation, and consulting, we have found it necessary to limit our liability.

You, as our client, agree to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that you may recover against Wetherholt and Associates, Inc. (together with its officers, directors and employees) on any and all claims and/or causes of action arising under or related to this Agreement and/or the Project to the amount of compensation paid by you to Wetherholt and Associates, Inc. for our services pursuant to this Agreement. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

Should our proposal merit your approval, please so indicate your understanding and authorization to proceed by your signature below or issuance of a purchase order referencing this proposal and return a signed copy to us. This proposal will remain valid for 90 days and is subject to price and term changes thereafter.

Thank you for the opportunity to discuss our services. If you have any questions, or if we may be of further assistance, please do not hesitate to call.

Signature of Authorization

José Laurean, RRO, RRC, RWC
Sr. Field Engineer/Principal
Wetherholt and Associates, Inc.

Date

3a

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) MAY 09 2023

Department: Public Works

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 05/09/2023**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
This item is the bid opening for the annual supply contract for the Hot Mix Asphalt and CSS-1 Liquid Asphalt products for the year 2023.

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

The 2023 Road Fund budget includes the necessary monies required for the purchase of these materials.

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

We recommend that the Commissioners publicly open all bids received, then refer to the Public Works Dept. for review, tabulation and recommendation of award to the lowest responsible bidder at their next regularly scheduled meeting on May 16, 2023.

County Official signature & print name: Joe Donisi, Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works

Date submitted: 05/02/2023

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* 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)

2023 Agenda IS HMA CFB
Revised: 3-04-2019

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

5a

APR 2 5 2023

NOTICE OF INVITATION TO BID

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 E. Fourth Street, Room 150, Port Angeles, Washington, until 10:00 a.m., Tuesday, **May 9, 2023,** at which time they will be publicly opened and read aloud for the **2023 Hot Mix Asphalt and CSS-1 Liquid Asphalt Requirements** of the Clallam County Public Works Department.

Bid price is to include all applicable taxes and to include delivery to various locations. Complete specifications and bid forms may be obtained from the Public Works Department, 223 E. Fourth Street, Suite 6, Port Angeles, WA 98362, or by calling (360) 417-2319. All bidding and related questions regarding this supply contract may be directed to Brian Wahlsten at (360) 417-2378.

Sealed bids must be clearly marked on the outside of the envelope, **"BID PROPOSAL - 2023 HOT MIX ASPHALT REQUIREMENTS".** Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362, or hand deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered, nor will bids received by facsimile or e-mail.

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

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070; and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

APPROVED THIS 25 DAY OF April, 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, CMC, Clerk of the Board

CLERK OF THE BOARD CLALLAM COUNTY COMMISSIONERS PORT ANGELES, WA

PLEASE PUBLISH: April 28 & May 5

PLEASE BILL: Clallam County Public Works Department
223 E. 4th St., Ste. 6
Port Angeles, WA 98362

4a

AGENDA ITEM SUMMARY

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

MAY 09 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5/1/23**

REGULAR AGENDA ☒ **Meeting Date: 5/9/23**

Item Summary:

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

Executive Summary:

The County collects a surcharge for preservation of historical documents pursuant to RCW 36.22.170.

Pursuant to Resolution No. 2-2020 the Clallam County Board of Commissioners established a Clallam County Heritage Grant Fund that will be funded with a portion of document recording fees collected by the Clallam County Auditor as authorized in 2005 under RCW 36.22.170, HB 1386. According to the legislation, these funds are to be used for projects that "promote historical preservation or historical programs, which may include preservation of historic documents."

Resolution No. 2-2020 assigns responsibility to the Clallam County Heritage Advisory to provide guidance and support for the administration of the Clallam County Heritage Grant fund.

Request to approve and sign resolution authorizing expenditure from the Heritage Advisory Grant fund for the approved request.

Contracts for each of the applicants will be prepared and executed at a later date.

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?** ☐

Sequim Museum & Arts - $10,000

Recommended Action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution authorizing expenditure from the Heritage Advisory Grant Fund.

County Official Signature: Loni Gores Loni Gores, Clerk

Date Submitted: April 24, 2023

RESOLUTION _____, 2023

AUTHORIZING AN EXPENDITURE FROM THE CLALLAM COUNTY HERITAGE ADVISORY BOARD GRANT FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects a surcharge for preservation of historical documents pursuant to RCW 36.22.170.

2. Pursuant to Resolution No. 2-2020 the Clallam County Board of Commissioners established a Clallam County Heritage Grant Fund that will be funded with a portion of document recording fees collected by the Clallam County Auditor as authorized in 2005 under RCW 36.22.170, HB 1386. According to the legislation, these funds are to be used for projects that "promote historical preservation or historical programs, which may include preservation of historic documents."

3. Resolution No. 2-2020 assigns responsibility to the Clallam County Heritage Advisory to provide guidance and support for the administration of the Clallam County Heritage Grant fund.

4. The Heritage Advisory Board issued a notice calling for applications to be submitted for grant funding for historic preservation purposes through the Heritage Advisory Grant fund on January 10, 2023.

5. The Heritage Advisory Board met on April 3, 2023 to review the applications for funding from the Heritage Advisory Board Grant Program and made a recommendation to the Board of Commissioners.

6. The Heritage Advisory Board recommends a one-time expenditure to the Sequim Museum & Arts.

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

1. Concurs in the recommendation of the Heritage Advisory Board.

2. Authorizes a one-time expenditure from the Heritage Advisory Grant Fund to be allocated as follows:

   Sequim Museum & Arts - $10,000

3. A contract for the applicant will be prepared and executed in order to memorialize the decision to spend Heritage Advisory Board grant funds for historic preservation purposes.

PASSED AND ADOPTED this 9th day of May 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

Cc: File A22.161
Finance Department – Lane & Cook
Treasurer's Office
Auditor's Office

DRAFT

40

MAY 09 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 5/1/23**

REGULAR AGENDA ☒ **Meeting Date: 5/9/23**

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☒ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Executive summary:

Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program.

The Conservation Futures Program Advisory Board met on April 12, 2023 to review applications and make a recommendation to the Board of Commissioners.

Approve and sign resolution authorizing an expenditure from the Conservation Futures Fund for the approved 2023 applications. Contract will be completed at later date.

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?** ☐

Conservation Futures Fund:

Frederick W. Johns and Helle B. Anderson up to $200,000

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

Approve and sign resolution authorizing expenditure from the Conservation Futures Fund for the approved 2023 application.

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

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: BOCC, Finance – Mark Lane, Conservation Futures Board Chair – Suzie Bliven

Date submitted: April 19, 2023

RESOLUTION _____, 2023

AUTHORIZING EXPENDITURES FROM THE
CONSERVATION FUTURES FUND FOR APPROVED 2023 APPLICATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

2. The statute requires the establishment of a Conservation Futures Program Advisory Board.

3. The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program.

4. The Conservation Futures Program Advisory Board received one application from North Olympic Land Trust for Frederick W. Johns and Helle B Andersen.

5. The Conservation Futures Program Advisory Board met on April 12, 2023 to review applications and make a recommendation to the Board of Commissioners

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

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.

2. Authorizes a one-time expenditure from the Conservation Futures Fund to be allocated as follows: Frederick W. Johns and Helle B. Andersen up to $200,000

PASSED AND ADOPTED this 9th day of May 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

NORTH OLYMPIC
Land Trust

Farms • Fish • Forests

602 E. Front St.
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@nolt.org

Board of Directors
Erika Lindholm
President
Wendy Clark-Getzin
Vice President
Jack Williams
Secretary
Steve Burkett
Treasurer
Bobbie Clawson
Julie Knobel
Kim Sager-Fradkin
Anna Swanberg
Richard Tucker
Karen Westwood
Gary Colley, emeritus
John Willits, emeritus/in memoriam

North Olympic Land Trust is accountable:

CHARITY NAVIGATOR
GUIDESTAR Exchange GOLD
ACCREDITED LAND TRUST ACCREDITATION COMMISSION
· Sound Finances
· Ethical Conduct
· Responsible Governance
· Lasting Stewardship

March 28, 2023

Conservation Futures Program Advisory Board
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles WA 98362-3015

Dear Conservation Futures Program Advisory Board,

North Olympic Land Trust currently seeks to conserve No Goat Farm. The Land Trust requests consideration from the Conservation Futures Program for partial funding for this effort. Conserving this farm advances the goals of the Conservation Futures Program by preserving prime agricultural soils, providing land and opportunities for future farmers, and extinguishing up to eight development rights on lands best suited for agriculture.

North Olympic Land Trust is a community-based nonprofit with a mission to conserve the land and natural resources that continue to be the foundation of our culture, economy, and way of life. Since 1990, the Land Trust has been dedicated to the conservation of open spaces, local food, local resources, healthy watersheds and recreational opportunities. Over the past 33 years, the Land Trust has permanently protected more than 3,800 acres of land for farms, fish and forests, including over 700 acres on 24 local farms.

Although great strides have been made to protect local farmland, since 1945, Clallam County has lost 78% of its farmland at an average of 843 acres per year. The Land Trust focuses on permanently conserving prime farm properties identified and prioritized as core to building a resilient farm economy and maintaining our agricultural heritage.

With this application, the Land Trust requests Clallam County to allocate $200,000 of Conservation Futures funds toward the estimated total cost of $562,000 (pending an appraisal) to conserve this farm. When matched with funding secured by the Jamestown S'Klallam Tribe through the State's Floodplains by Design program and planned community fundraising, this allocation would ensure the support necessary to protect these farmlands.

Please do not hesitate to contact me or if you have any questions for the Land Trust.

Respectfully,

Mike Auger

Conservation Director

RECEIVED
MAR 28 2023
CLALLAM COUNTY DEPT. OF COMMUNITY DEVELOPMENT

CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, SUITE 5
PORT ANGELES, WASHINGTON

Application for the purchase of development rights and conservation easement funded by the Conservation Futures Property Tax, Ordinance No.958

Instructions to the Applicant

* Please answer all questions as fully as possible.
* You may attach additional sheets if necessary to fully answer a question.
* Please attach copies of all deeds, surveys and lot certifications which describe the property
* If any item is inapplicable, please mark it "N/A".
* This is an application to sell rights and place a conservation easement on the property. The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
* Please submit questions and application to the Conservation Futures Coordinator who will forward them to Conservation Futures Advisory Committee.

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust

2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362

3. Property Address, if different from mailing address: (of land seeking conservation)

   515 Towne Rd

   Sequim, WA 98382

4. Telephone: (360) 417-1815 ext. 5

5. Email Address: michele@northolympiclandtrust.org

6. Contact Person: Michele Canale, Land Protection Specialist

7. Type of legal entity:

   ( ) individual

   (X) corporation incorporated in the State of Washington (non-profit)

   ( ) general partnership created in the State of_____

   ( ) limited partnership created in the State of_____

   ( ) limited liability company created in the State of_____

8. LANDOWNER(S):

   Legal Name: Frederick W. Johns and Helle B. Andersen

   Mailing address: 111 Whidby Ave, Port Angeles, WA 98362

   Telephone/Fax/Email: rickandhelle@gmail.com

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ( ) Yes (X) No If Yes, please explain:

This was confirmed with the landowners.

B. PROPERTY INFORMATION

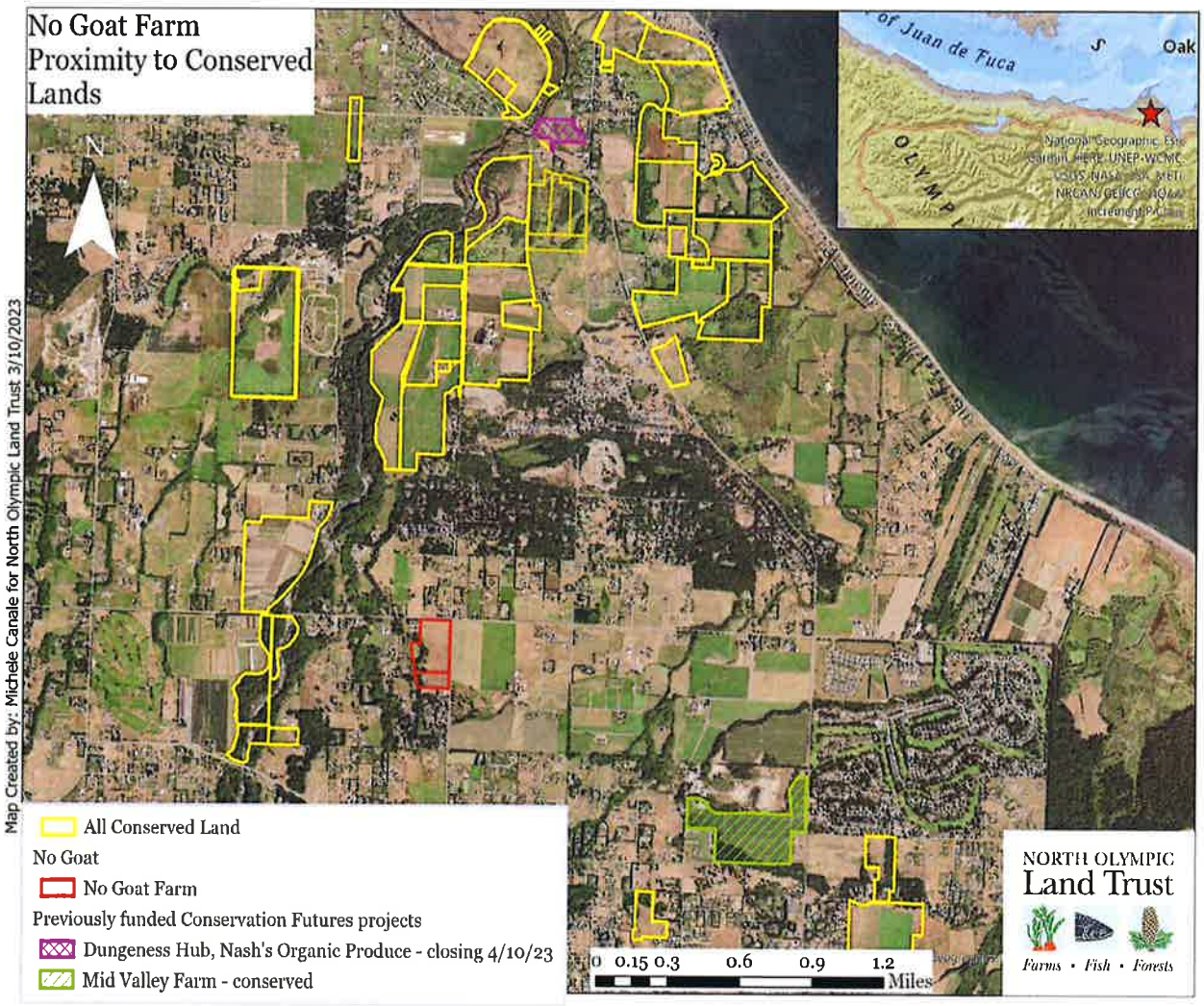
1. Is the property within the Agricultural Retention Zone?

( ) Yes (X) No

What is the proximity to other conserved farmland?

No Goat Farm is located in the Sequim-Dungeness Valley, with actively farmed land (zoned for Agricultural Retention) across Towne Road. To date, the closest conserved farmland is about ½ a mile away, what we refer to as Historic Ward Farm to the west. The Land Trust is active in seeking additional farmland conservation in the near vicinity to this farm.

There is additional conserved land (including farmland) nearby as shown on the map below. No Goat Farm is shown in red, and conserved lands are outlined in yellow.



Much of the conserved land shown above is in the lower Dungeness area, to the north of this property. The Land Trust has been working with our partners to conserve farmland and habitat in the lower Dungeness area since 1995 when John Willits placed a conservation easement on land he owned, Quacker Farm, in the midst of the Lower Dungeness Basin. The Jamestown S'Klallam Tribe, Clallam County, the Land Trust, Washington Farmland Trust, Washington Department of Fish and Wildlife (WDFW) and other partners including private landowners, began to form a collective vision for the Lower Dungeness that would ensure that the lands best suited for farming would remain as farmland, those best suited for wildlife would be left for the wildlife, and that all of it would retain the rural character that makes the flatlands surrounding the mouth of the Dungeness River vital to the community.

In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities. That study highly rated both this property and other properties around this farm.

Additionally, in 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland that will continue to be productive in light of our changing climate. The majority of this farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. It is also almost 100% a highly visible property, as shown in that analysis.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The title report is attached, which includes a legal description. The 2023 draft survey, recently completed, is also attached.

The property is 23.27 acres as shown on the map below and the attached draft survey.

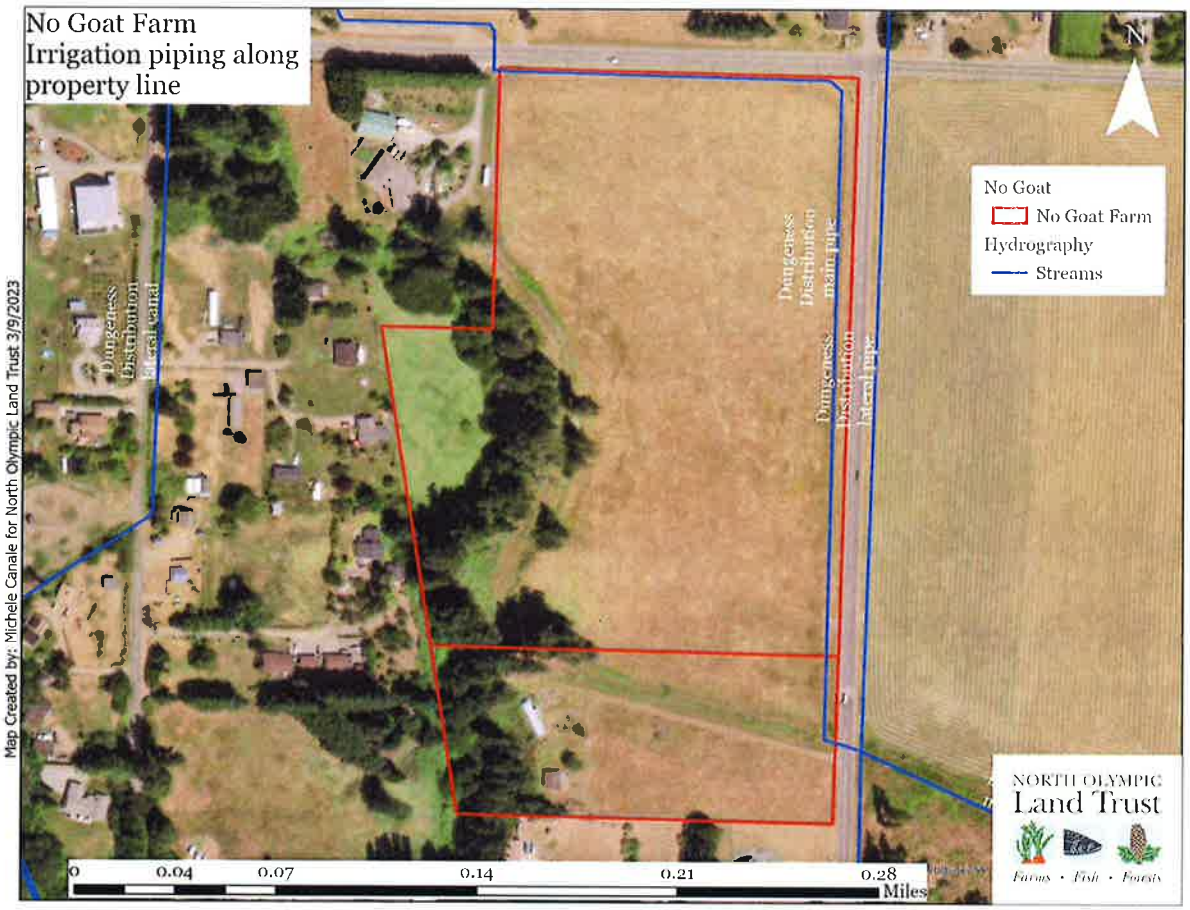
3. Are there any water rights associated with the parcels? (X) Yes ( ) No

Please describe:

There is more than enough water for a viable farming operation.

1. The property has the main canal of the Dungeness Irrigation District running along the northern and eastern boundary of the property, as shown on the survey and on the map below. The landowners are paying for water usage through their property taxes, and Chi's Farm, the current farm operation leasing the property, will start irrigating when the season begins April 15th. There is adequate water through the Irrigation District for all of Chi's Farm's needs.
2. This property also has a water right G2-065825CL, associated with the smaller southern parcel. This claim, according to the Department of Ecology, is for a well that was grandfathered in November 2021. It allows for domestic water usage up to 5,000 gallons per day, and outdoor irrigation of up to ½ acre of non-commercial lawn and/or garden (since this well was used for this purpose prior

to the January 2013 effective date of the Dungeness Instream Flow Regulation (173-518 WAC)). This right can also be used for stock water for up to 15 horses, cows, sheep, llama, etc, if the landowners pay a one-time mitigation fee of $4,000.



4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

( ) 0-49% ( ) 50-75% (X) 76-100%

The property is 100% prime farmland soils. There are 3 soil types:

1. Agnew silt loam, 0 to 8 percent slopes, All areas are prime farmland. These are located in the northeast portion of the property.
2. Dick loamy sand, 0 to 15 percent slopes, Prime farmland if irrigated, which is the majority of the property.
3. Dungeness silt loam, all areas are prime farmland, which is a small portion along the western boundary.

This is shown below:

5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

Scott Chichester of Chi's Farm has been leasing the land since April 1st, 2022. He has seeded cover crops so far, and will plant up to half of the acreage in mixed organic vegetables in the future.

There are currently no livestock on the property. If any livestock, use the property, it will be in accordance with a Land Trust approved farm plan.

6. Please list all soil and water conservation practices and plans in effect on the property.

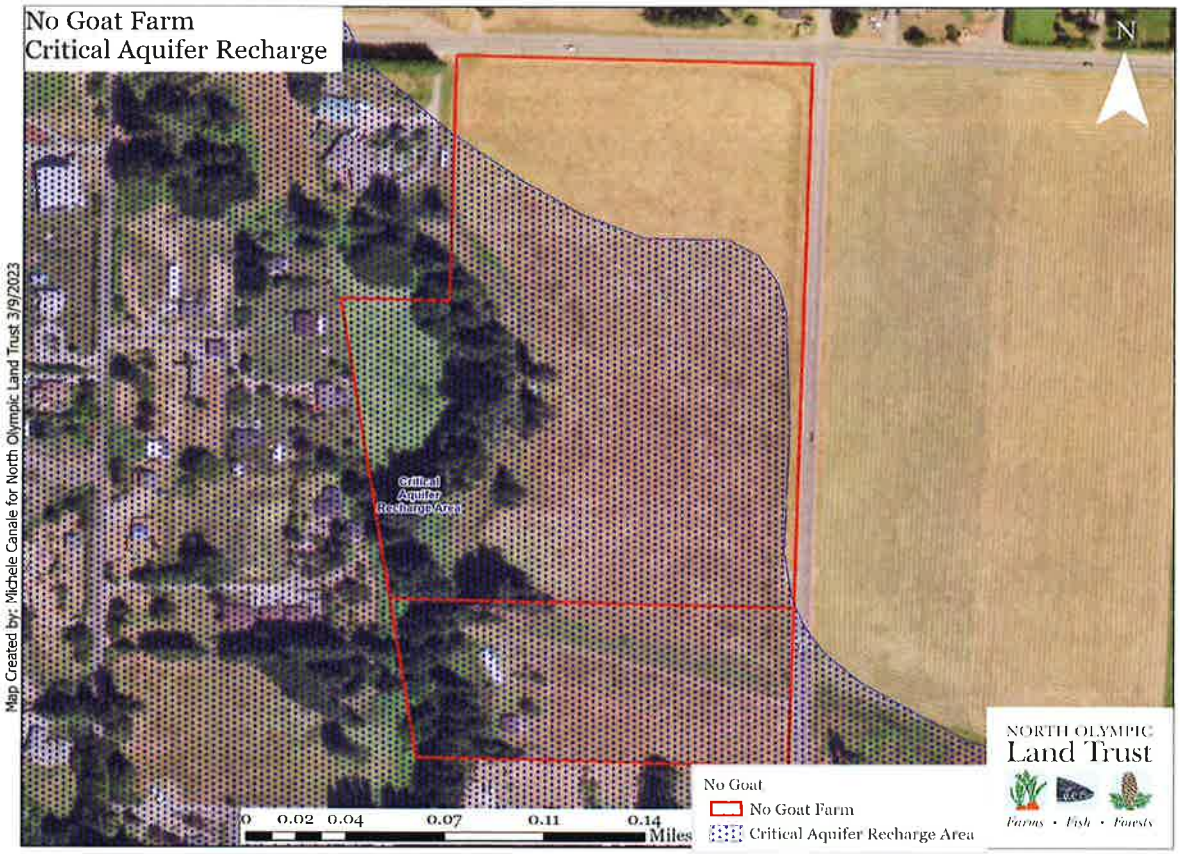
Chi's Farm is an organic farm. According to the Rodale Institute, "What connects all organic farming practices is their ultimate goal: to build and improve the soil, quite literally the foundation of our food system and our lives." As an organic farm, all Chi's Farm farming practices implement soil and water conservation practices. Specific examples include:

- The planting of cover crops. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth.
- The vegetable crops are rotated, which helps maintain soil fertility.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland that will continue to be productive in light of our changing climate. The majority of this farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that will be more resilient with a changing climate regardless of conservation practices.

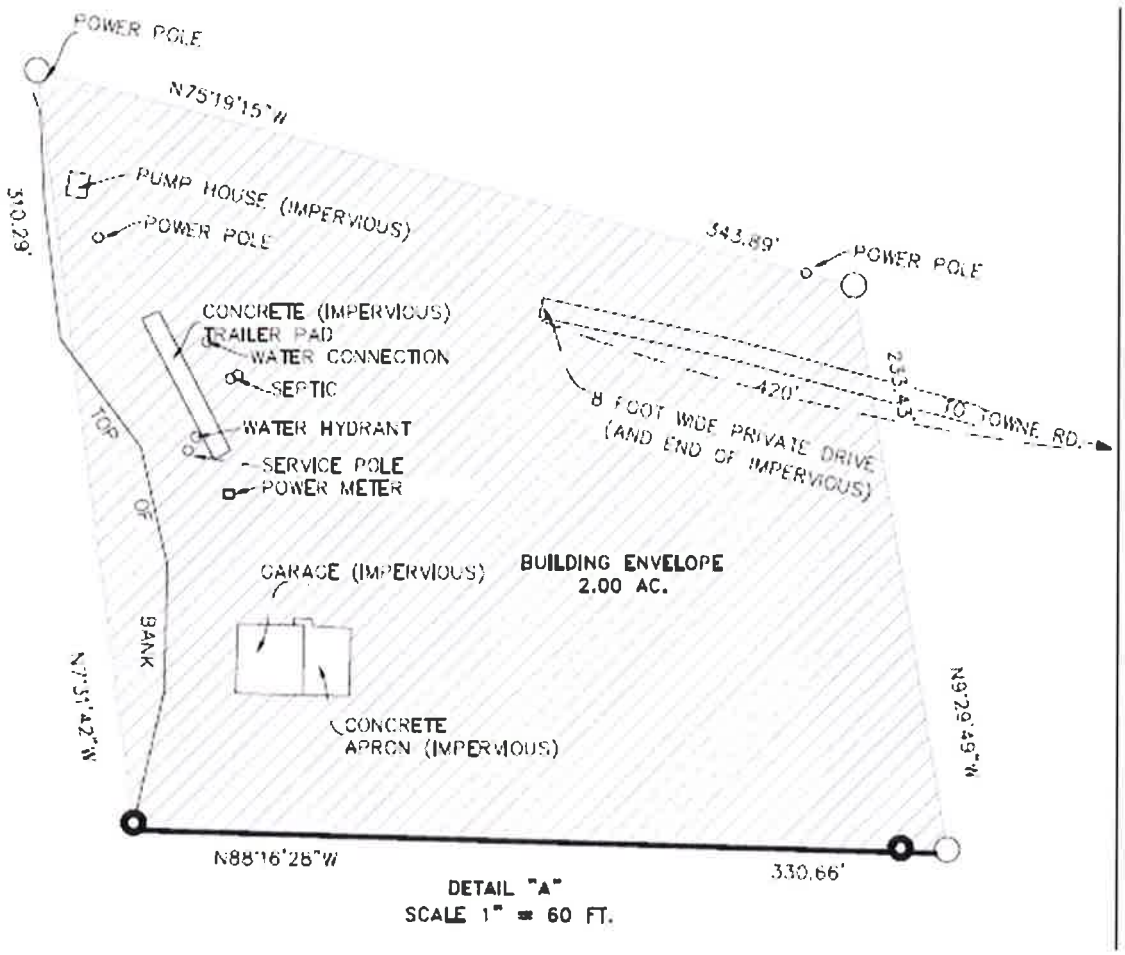
This land is also mostly critical aquifer recharge area, according to Clallam County. By protecting these areas, we are protecting the community's water by preventing pollution and maintaining supply. This is particularly critical in a changing climate with more scarce water resources at times. This is shown on the map below.



8. Please disclose all residences and buildings on the property

The only residential development on the property is a two-bay garage that is currently used for household goods storage, and a small well pump house located in the southwest property corner. A building pad and septic system are located just north of the garage, where a manufactured home was previously located.

This is all shown on the 2023 survey, an excerpt of it is depicted below:



Garage

Dungeness Irrigation District piping

9. Please provide a brief history of the property.

The farm has been largely covered by grass fields and has been used to grow hay since at least the 1930s. No evidence of large-scale row crop cultivation or heavy agriculture is noted in historical aerial photographs. This is backed up by conversations with the previous owner who shared that the property has been used for hay production since it's been a farm, though it was not farmed between 2016 and 2022.

According to a 1938 historic topographic map, this property was undeveloped except for an irrigation ditch constructed across the south and western portions of the property. By 1954, the property primarily consisted of hay and/or grass fields with a strip of trees running along the west side of the irrigation ditch. A trailer or manufactured home was placed in the southwest corner of the property in 1974. Based upon assessor records, the existing detached garage/shop building was built just south of the trailer soon thereafter in 1980. The irrigation ditch appears to have been filled in 2017, which is likely when the existing irrigation pipeline was installed along the east and north property edges. The manufactured house was removed from the property in 2022.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

The landowners purchased the land in 2022. Previously, they had contacted North Olympic Land Trust to see if there was farmland available for purchase that we hoped to conserve. They were interested in being a bridge buyer in what is referred to as a Buy-Protect-Sell transaction. In such transactions, the land is purchased by a conservation-minded landowner who places a conservation easement on the land, reducing the value and making it more affordable for a farmer to purchase. The protected land is then sold to a farmer. Our last Buy-Protect-Sell was at River's Edge, with the Dungeness Valley Creamery. Strategies like this are critical to ensuring that farmers can buy land and have security of tenure. The broader community benefits by having greater access to local food.

The land is currently leased to Chi's Farm for a term of 5 years from April 1, 2022 through April 1, 2027. The agreement may be extended for an additional duration of 2 years at a time. Chi's Farm is very important to the farming community of the Sequim-Dungeness Valley. They have a highly successful community supported agriculture (CSA) program as well as a farmstand that's open year round, all providing fresh organic produce to the community.

This farm also has significance because it provides scenic open space along Woodcock and Towne Road, which many people drive or bike.

Additionally, Trumpeter Swans (*Cygnus buccinators*) regularly use the land adjacent to the Property and occasionally use the Property. Trumpeter Swans are a protected

species under state law and the Washington Department of Fish and Wildlife (WDFW) considers them priority species for conservation. The Forest Zone (shown on the survey) provides nesting habitat for Bald Eagle (*Haliaeetus leucocephalus*). There is currently one nest that has been used for many years, which the community enjoys viewing. The Forest Zone is also a buffer area for common species that might take refuge and/or forage on the farmland, and the forested corridor extends southward off the Property and is near to a larger forested stream corridor just west of the Property.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes ( ) No If Yes, please describe.

The property contains high-quality farmland that has been zoned NC (Rural Neighborhood Conservation). This zoning, with cluster development, allows for this property to be subdivided into a total of 9 lots, 4 without a cluster development, each with a potential residential dwelling unit. Fortunately, the current landowners would like to see it conserved in perpetuity as farmland. Experience has shown that acting quickly to meet landowner willingness is crucial.

In May 2021, the Land Trust finalized a Farmland Conservation Strategy that highly prioritized this property for conservation and its alignment with the goal of protecting quality "agricultural lands from conversion to more intensive residential or commercial land use". A conservation easement will prevent this and extinguish 8 development rights, reserving only one.

The landowners need to maintain the approximately 2-acres of existing infrastructure as a building envelope on the property, as shown on the survey. This would also allow for a potential residence for future farmers and leave the large majority (21.27 acres) open to farming.

2. Please describe your plan for stewardship of this farmland.

The landowner's current plan hinges on their ability to sell a conservation easement on the property to protect it as a working farm. Their intent is to eventually sell the land to a farmer, and they desire to make this more affordable by removing 8 development rights. The landowners intend to keep it as a working organic farm for the near future, with Chi's Farm leasing it until at least April 1, 2027.

As the Land Trust accepts a conservation easement, a baseline documentation report is created, and we enter into a binding relationship with the current and future landowners to ensure that the property's current agricultural and conservation values are maintained and improved. To fund this work, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. The current corpus of that fund is over $1.4 million, and funds are added for each new stewardship obligation to address its additional impact.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the ethical and technical guidelines for responsible land trust operations created by the Land Trust Alliance and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the Terrafirma insurance program. This insurance pool was created by land trusts

across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes ( ) No If Yes, please describe.

With this proposal, the Land Trust requests that $200,000 from the Conservation Futures Fund be allocated towards the conservation of this farm. We have also requested funding from a Floodplains by Design grant already secured by the Jamestown S'Klallam Tribe specific to projects like this. The major factors that would decrease the amount needed from Conservation Futures is the actual easement value that is to be determined by the property appraisal.

In a best-case scenario, a property appraisal would occur this summer. This may be delayed by limited appraiser availability.

At this stage, we estimate the Land Trust's total costs for this effort to be about $562,000. These costs are based on consultation with realtors on potential land value, a review of similar easement valuations as a percentage of land value, estimated closing costs and other due diligence, including a conservation easement appraisal, review appraisal, and a Phase I environmental site assessment. This total includes the addition of $25,000 to be invested in our Stewardship Fund.

The current plan for this project is to:

- March 2023 – Seek $200,000 from the Conservation Futures Fund toward the conservation easement purchase price.
- Spring/Summer 2023 – Finalize the plan with the existing agreement with the Jamestown S'Klallam Tribe for the use of up to $315,000 in funding from Floodplains by Design towards this effort.
- Spring/Summer 2023 - Based on the results of our Conservation Futures application, the Land Trust could begin the appraisal and complete the due diligence process over the summer of 2023.
- In a best-case scenario, the Land Trust could purchase the easement in late 2023 using funding from Floodplains by Design and Conservation Futures.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

While there is currently no written business plan, Scott Chichester has run a successful farming operation for many years. According to his website,

"Scott has been farming organically in the Dungeness Valley for over 20 years now, including many formative years at Nash's Organic Produce. After a brief detour North of the border to help get Fiore Farms off the ground, he returned to the area, starting his own business and lending a hand to Red Dog Farm in Chimacum. The next four years he split his time between teaching Agricultural Science and Biology at Sequim High School and running Chi's Farm.

Following his passion for farming, he now has returned full time to producing food. As his primary experience is growing organic vegetables, he knows how to make them tasty and beautiful. How? It all starts with the soil. The rest, well that is magic." (https://chisfarmcom.wordpress.com/chis-farm-the-mystery-revealed/)

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

As mentioned above, Scott Chichester of Chi's Farm has been leasing the land since April 1st, 2022. That lease ends April 1, 2027. The agreement may be extended for an additional duration of 2 years at a time. He has seeded cover crops, and will plant up to half of the acreage in mixed organic vegetables into the future. This farm is ideally located due to it's proximity to their farmstand on Towne Road, as well as being located a bit inland so is warmer than farmland closer to the Strait of Juan de Fuca.

For an idea of Chi's Farm operation, their website is a good resource: https://chisfarmcom.wordpress.com/.

There may be livestock on the property in the future, though none use it now. If livestock use the property, it will be in accordance with a farm plan.

There is currently no farm plan, but prior to closing the conservation easement, one will be completed and approved by North Olympic Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	$200,000	$0	$200,000	36%
Sponsor Contribution	$362,000	$0	$362,000	64%
Other Source(s) Contribution(s)	$0	$0	$0	0%
Estimated Total Cost	**$562,000**	**$0**	**$562,000**	**Total match provided is 64%**

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Project Costs	Total	Conservation Futures Request	Floodplains by Designed (secured by Land Trust)	Land Trust Fundraising
Estimated Maximum Easement Purchase	**$480,000**	$200,000	$280,000	$0
Transaction Costs (Closing)	**10,000**	0	10,000	0
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	**25,000**	0	25,000	0
Land Trust Costs (Personnel, etc.)	**22,000**	0	19,500	2,500
Allocated to Land Trust Stewardship Fund	**25,000**	0	0	25,000
Total	**562,000**	**200,000**	**334,500**	**27,500**
Match		36%	59%	5%

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Port Angeles (City) WA (State), on the 28 day of March, 2023

Name and Signature of Applicant:
Michael Aylsworth, Conservation Director North Olympic Land Trust

Name and Signature of Landowner:
Helen Anderson Helen Anderson

Name and Signature of Landowner:
Frederick Johns Frederick Johns

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

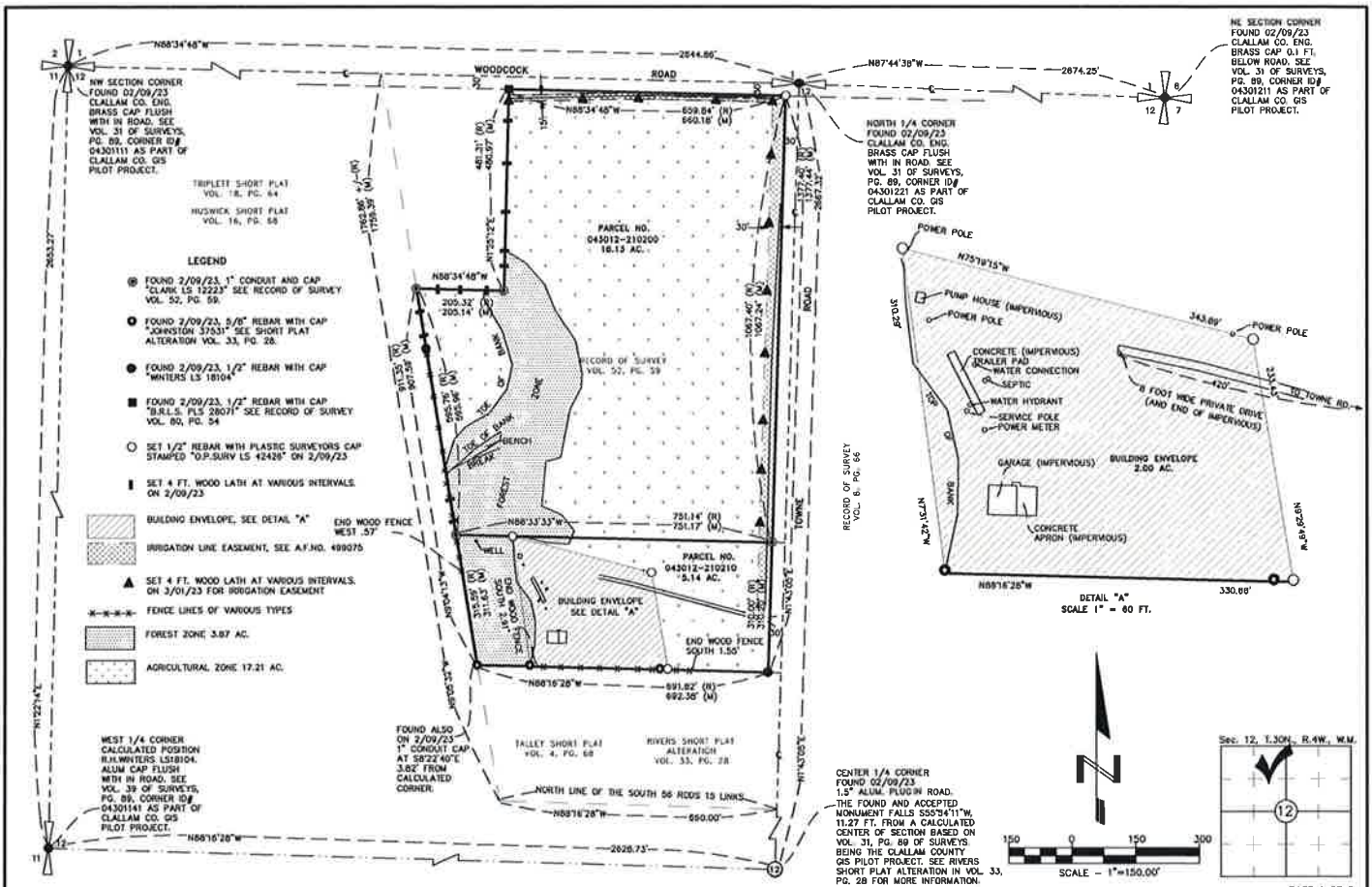
APPLICATION DEADLINE:
Applications must be received at the Department of Community Development Office, 223 East 4th Street, Suite 5, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Suite 5) until
12 p.m., Friday March 31, 2023 .

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:
Submit the **original application and one copy to**:
Conservation Futures Program Advisory Board
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles WA 98362-3015
All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Department of Community Development will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:
Questions can be directed to the Conservation Futures Coordinator by email at Rebecca.mahan@clallamcountywa.gov or phone 360-417-2322

Clallam County Conservation Futures Program Advisory Board website can be found at this link: Conservation Futures Program Advisory Board (CFPAB) | Clallam County, WA (clallamcountywa.gov)



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SPENCER FAMILY LLP ON DEC. 7, 2022.

BRIAN N CAYS, PLS
CERTIFICATE NO. 42426

DATE SIGNED

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20 ____, AT _____ __ M, IN BOOK _____ OF SURVEYS, AT PG. _____, AT THE REQUEST OF OLYMPIC PENINSULA SURVEYING AND DRAFTING, INC.

AUDITOR'S FILE NO. DEPUTY COUNTY AUDITOR

RECORD OF SURVEY

OF A PORTION OF

N.E. 1/4 N.W. 1/4 Sec. 12, T.30N., R.4W., W.M.

Clallam County, Washington

for

Fredrick W. Johns and Helle B. Andersen

Olympic Peninsula Surveying and Drafting, Inc.
P.O. Box 3234
Sequim, WA 98382
(360) 460-2934
opsurveying@olypen.com

Surveyed and Mapped
December, 2022 - February, 2023
Job No. JOHNS_2003

LEGAL DESCRIPTION

SEE DEED A.F. NO 2022-1434270

PARCEL A:
THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF;
THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
THENCE SOUTH 9°04'16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004-1135528;
ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;
AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:
THE SOUTH 310 FEET OF THE FOLLOWNG DESCRIBED PROPERTY:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON;
DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°25'09" WEST 511.31 FEET;
THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;
THENCE SOUTH 9°04'16" EAST ALONG SAID WEST LINE 911.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLEY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, ENCUMBRANCES AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:

1) THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THE EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.
2) EXTERIOR BOUNDARIES HAVE BEEN FULLY MAPPED FOR ENCROACHMENTS, EXISTING FENCE LINES OR OCCUPATION LINES AS SHOWN HEREON, AND LOCATED ON FEBRUARY 09, 2023.
3) THIS SURVEY MAY DEPICT EXISTING FENCE LINES AND OTHER OCCUPATIONAL INDICATORS THAT MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS ASSUMED TO BE N88°34'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST AS SHOWN ON THAT CLALLAM COUNTY G.I.S. PILOT PROJECT SURVEY RECORDED IN VOLUME 39 OF SURVEYS, PAGE 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

SURVEY METHODS

THIS SURVEY WAS PERFORMED USING A 3 SEC. TOPCON PS SERIES 103 ROBOTIC TOTAL STATION. SOME DISTANCES WERE MEASURED USING A STEEL TAPE. ACCURACY MEETS STANDARDS SET FORTH BY WAC 332-130-090.
ALSO USED STONEX S850A STAND ALONE GPS UNIT.

SECTION SUBDIVISION

FOR SECTION SUBDIVISION USED THIS SURVEY SEE THIS RECORD OF SURVEY.
FOR ADDITIONAL RECORDS USED FOR REFERENCE SEE THE CLALLAM COUNTY G.I.S. PILOT PROJECT VOLUME 39, PAGE 89, THE TULLEY SHORT PLAT VOLUME 4, PAGE 68, THE SPENCER RECORD OF SURVEY VOLUME 52, PAGE 89 AND THE RIVERS SHORT PLAT ALTERATION VOLUME 33, PAGE 28, RECORDS OF CLALLAM COUNTY, WASHINGTON.

NOTE:

THE RIVERS SHORT PLAT ALTERATION IN VOL. 33, PG. 28, WAS PERFORMED IN ORDER TO MAKE ALTERATIONS TO THE TALLEY SHORT PLAT IN VOL. 4, PG. 68. THE SAID RIVERS SHORT PLAT ALTERATION REPORTED MONUMENTS SET DURING THE COURSE OF THE SAID TALLEY SHORT PLAT WERE ERRONIOUS AND NOTED REMOVAL OF SAID TALLEY MONUMENTS ALONG THE NORTH LINE OF SAID TALLEY SHORT PLAT.
OUR RESURVEY OF VOL. 52 OF SURVEYS, PG. 59, WHICH IS ADJACENT TO THE TALLEY SHORT PLAT AND OUR RETRACEMENT OF THE NORTH LINE OF THE SAID TALLEY SHORT PLAT FINDS THE RIVERS SHORT PLAT ALTERATION TO HAVE MADE VIABLE CONCLUSIONS AND THE REMONUMENTATION THEREOF ACCEPTABLE.

(SEE EXPLANATION BELOW)

THE CLARK AND ASSOCIATES TALLEY SHORT PLAT VOL.4 PG. 68 AND SUBSEQUENT SPENCER SURVEY VOL. 52, PG. 59 APPEAR TO HOLD 1961 SURVEY BY J.U. WRIGHT WHICH DOES NOT FIT THE ACTUAL CONVEYANCE RECORDED IN 1973 UNDER A.F.NO. 473598 WHICH DESCRIBED THE NORTH AND SOUTH BOUNDARY OF THE SAID TALLEY SHORT PLAT AS THE NORTH LINE OF THE SOUTH 326 FEET AND THE NORTH LINE OF THE SOUTH 56 RODS 15 LINKS (933.9 FEET) (SEE RIVERS SHORT PLAT ALTERATION VOL. 33, PG. 28).
FOR OUR SECTION SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 12 OUR OFFICE USED THE CLALLAM COUNTY G.I.S. PILOT PROJECT IN VOL. 31, PG. 89, USING TIES TO THE NORTHWEST CORNER AND THE NORTH ONE-QUARTER AND USED THE CALCULATED CORNER OF THE WEST ONE-QUARTER BASED ON SAID G.I.S. PILOT PROJECT. WE THEN MADE A TIE TO THE CENTER OF SECTION, THUS CREATING A SECTION BREAKDOWN FOR THE NORTHWEST ONE QUARTER OF SECTION 12, T.30N., R.4W., W.M., SHOWN HEREON.
WHEN YOU COMPARE OUR SECTION SUBDIVISION TO THE SECTION LINES SHOWN ON THE TULLY SHORT PLAT VOLUME 4, PAGE 68, THE SPENCER RECORD OF SURVEY VOLUME 52, PAGE 59, AND THE RIVERS SHORT PLAT ALTERATION VOLUME 33, PAGE 28, THEY MATCH VERY CLOSELY INCLUDING THE BEARING SHOWN ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER, BEING N88° 16'28"W.
THIS BEARING IS USED TO ESTABLISH THE NORTH LINE OF THE SOUTH 56 RODS, 15 LINKS (933.9 FEET) AND SUBSEQUENTLY THE NORTH LINE OF SAID TALLEY SHORT PLAT AND THE RIVERS SHORT PLAT ALTERATION WHICH IS COINCIDENT WITH THE SOUTH LINE OF THE SUBJECT PROPERTY.

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED IN ORDER TO ESTABLISH THESE PROPERTIES INTO A CONSERVATION EASEMENT. DETERMINATIONS WERE MADE ABOUT VARIOUS ZONES WITH A DELINEATED BUILDING ENVELOPE. THIS SURVEY DOES IS NOT INTENDED TO CREATE ANY ADDITIONAL LOTS OR DIVISIONS BESIDES AS NOTED THE VARIOUS ZONES; IE: FORESTED AND AGRICULTURAL.

A NOTED PROBLEM WITH ONE OF THE EXCEPTIONS TO THE DEED, A.F.NO. 2022-1434270; EXCEPT THAT PORTION AS DISCLOSED BY A.F.NO. 2004-1135528, WHICH IS BASED ON AND REFERS TO, RECORD OF SURVEY IN VOLUME 52, PAGE 59, CALLS OUT THE BEGINNING POINT BEING THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER, THEN THE MEETS AND BOUNDS FOLLOW AS PER SAID RECORD OF SURVEY VOLUME 52, PAGE 59, BUT DOES NOT TAKE INTO ACCOUNT THE 30 FOOT EASEMENTS ALONG THE EAST AND NORTH OF THE DESCRIBED PARCEL.

BRIAN N. CAYS — STATE OF WASHINGTON — 22466 — REGISTERED PROFESSIONAL LAND SURVEYOR

RECORD OF SURVEY

OF A PORTION OF
N.E. 1/4 N.W. 1/4 Sec. 12, T.30N., R.4W., W.M.
Clallam County, Washington
for
Fredrick W. Johns and
Helle B. Andersen

Olympic Peninsula Surveying and Drafting, Inc.
P.O. Box 3234
Sequim, WA 98382
(360) 460-2934
opsurveying@olypen.com

N
W E
S

Surveyed and Mapped
December, 2022 - February, 2023
Job No. JOHNS_12003

OLYMPIC PENINSULA TITLE
LOCALLY OWNED SINCE 1982

Commitment

Olympic Peninsula Title

File No.: 123116-TO

WELCOME TO OLYMPIC PENINSULA TITLE

At Olympic Peninsula Title, our mission is to make the closing process secure, smooth and as easy as possible for all parties involved. For your convenience, this title commitment is searchable and contains hyperlinks to important documents related to your transaction. For information on how to interpret your title commitment click on the link below to see your titleLOOK summary for explanations of the different items on your title report.

Click here to access your custom titleLOOK

KEY FEATURES OF titleLOOK

Olympic Peninsula Title has been serving clients in Clallam County since 1982 and your satisfaction is our highest priority. We appreciate the opportunity to serve you and should you have any questions about this report or your transaction please do not hesitate to contact us at (360) 457-4451, email the order contact listed on Schedule A, or text Oly, our Digital Online Assistant, at (360) 454-9885.

ALTA Commitment for Title Insurance

Issued By Old Republic 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, Old Republic Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued by:
Olympic Peninsula Title Company
403 S. Peabody
Port Angeles, WA 98362
Tel: (360) 457-4451

By:
Shellie Holden

Shellie Holden, Title Examiner

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe *President*

Attest David Wold *Secretary*

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.

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.

Commitment for Title Insurance

403 S. Peabody St.
Port Angeles, WA 98362
(360)457-4451
(800)488-0865

OLYMPIC PENINSULA TITLE
Title Insurance • Escrows • Contract Loan Servicing

495 W. Spruce St.
Sequim, WA 98382
(360)683-4179
(800)488-0864

www.olypentitle.com

Prepared For:

North Olympic Land Trust
602 E. Front St.
Port Angeles, WA 98362

Order No.: **123116-TO**
Reference: **Johns/**
cc: **-**

For Service on this order call: Shellie Holden at **Port Angeles 360-457-4451**
OR send E-Mail message to: shellie@olypentitle.com

SCHEDULE A

1. Commitment Date: **October 19, 2022 at 08:30 AM**
2. Policy or Policies to be issued:
   a. ALTA Owners Policy (06/17/06)

   Amount: $0.00

Premium:	$0.00
Sales Tax:	$0.00
Total:	$0.00

   Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**
3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
4. Title to said estate or interest in the Land is at the Commitment Date, vested in:

   Frederick W. Johns and Helle B. Andersen, a married couple
5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

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

Commitment for Title Insurance
EXHIBIT "A"

Order No.: **123116-TO**

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF:
THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
THENCE SOUTH 9 ° 04' 16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004 1135528;
ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;
AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON;
DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°25'09" WEST 511.31 FEET;
THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;
THENCE SOUTH 9°04'16" EAST ALONG SAID WEST LINE 911.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

Commitment for Title Insurance
SCHEDULE B, PART I

Requirements

Order No.: **123116-TO**

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. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

4. Pay the agreed amount for the estate or interest to be insured.

5. Pay the premiums, fees, and charges for the Policy to the Company.

6. 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.

7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.

9. In order to assure timely recording, all recording packages should be sent to:

   Olympic Peninsula Title Company
   403 S. Peabody Street
   Port Angeles, WA 98362
   Attn: Recorder

10. Recording fees charged by Clallam County are billed as follows:
    Deeds: $203.50 for the 1st page and $1.00 for each additional page.
    Deeds of Trust: $204.50 for the 1st page and $1.00 for each additional page.

    Effective as of 7/25/2021

11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.

13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

    PTN NENW & SENW S12-T30N-R4W WM

NOTES:

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of $50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.

2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.

3. There are 2 conveyances affecting said land recorded within 24 months of the date of this report.

4. As of the date hereof we find no matters of record in Clallam County, Washington against , which would appear as exceptions in the policy to issue, except as shown herein.

END OF SCHEDULE B, PART I

Commitment for Title Insurance
SCHEDULE B, PART II

Exceptions

Order No.: **123116-TO**

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, FAMILIAR 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:

A. 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.

B. GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.

2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.

5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.

6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

7. Unpatented mining claims, and all rights relating thereto.

8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.

9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.

10. Water rights, claims or title to water.

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

C. SPECIAL EXCEPTIONS TO FOLLOW:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

   AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST $500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE $500,000.01 UP TO $1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE $1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE $3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

   (1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

   TAX ACCOUNT NO.: 04-30-12-210200 (PARCEL A)
   PROPERTY ID NO.: 36776
   YEAR: 2022
   AMOUNT BILLED: $2,318.54
   AMOUNT PAID: $1,159.30
   PRINCIPAL BALANCE: $1,159.24

   TAX ACCOUNT NO.: 04-30-12-210210 (PARCEL B)
   PROPERTY ID NO.: 36780
   YEAR: 2022
   AMOUNT BILLED: $1,587.35
   AMOUNT PAID: $793.70
   PRINCIPAL BALANCE: $793.65

3. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2003-1110620, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

   RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

4. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2017-1350553, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

   RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   GRANTEE: CLALLAM COUNTY
   PURPOSE: SLOPES
   AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
   RECORDED: August 8, 1979
   RECORDING NO.: 499074

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   GRANTEE: CLALLAM COUNTY
   PURPOSE: IRRIGATION DITCH
   AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
   RECORDED: August 8, 1979
   RECORDING NO.: 499075

7. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

END OF SPECIAL EXCEPTIONS

2022-1434270
Page 1 of 2 Warranty Deed
OLYMPIC PENINSULA TITLE COMPANY
Clallam County Washington 02/24/2022 01:48:55 PM
ELECTRONICALLY RECORDED

OLYMPIC PENINSULA TITLE

When recorded return to:
Olympic Peninsula Title Company
495 W Spruce St #5
Sequim, WA 98382

Escrow No.: 125467-DF

NO E 129732
CLALLAM COUNTY
TRANSACTION EXCISE TAX
SALE PRICE $605,000.00
DATE PAID FEB 24 2022
EXCISE AMOUNT $9,874.00
COUNTY TREASURER
BY D KING

STATUTORY WARRANTY DEED

THE GRANTOR(S), Spencer Family Limited Partnership, a Washington Limited Partnership for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, conveys and warrants to Frederick W. Johns and Helle B. Andersen, a married couple the following described real estate, situated in the County of Clallam, State of Washington:

Abbreviated Legal:

PTN NENW & SENW S12-T30N-R4W WM

Tax Parcel No(s).: 04-30-12-210210/36780, 34-30-12-212780/29209 and 04-30-12-210200/36776

For **Full Legal** See Attached Exhibit "A"

Subject to exceptions to title also appearing on Exhibit "A"

Dated: **January 21, 2022**

Spencer Family Limited Partnership

BY: _____
Marlene K Spencer, General Partner
SFLP

STATE OF WASHINGTON

COUNTY OF King

On this 28th day of Jan, 2022, before me personally appeared Marlene K Spencer, to me known to be the individual described in and who executed the within and foregoing instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Partner of Spencer Family Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal the day and year last above written.

_____
Julia McCutcheon, Notary Public
In and for the State of WA
Residing at Seattle
My appointment expires 01/22/2025
Affix stamp/seal

JULIA MCCUTCHEON
Notary Public
State of Washington
Commission # 190767
My Comm. Expires Jan 22, 2025

Unofficial Copy

EXHIBIT A

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF;
THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
THENCE SOUTH 9 ° 04' 16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004 1135528;
ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;
AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°25'09" WEST 511.31 FEET;
THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;
THENCE SOUTH 9°04'16" EAST ALONG SAID WEST LINE 911.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON

TOGETHER WITH A 1973 MARLE 70/14 MOBILE HOME, VIN NO. 270FKK13X30201

SUBJECT TO:

1. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2003-1110620

2. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2017-1350553

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 499074

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 499075

Unofficial Document

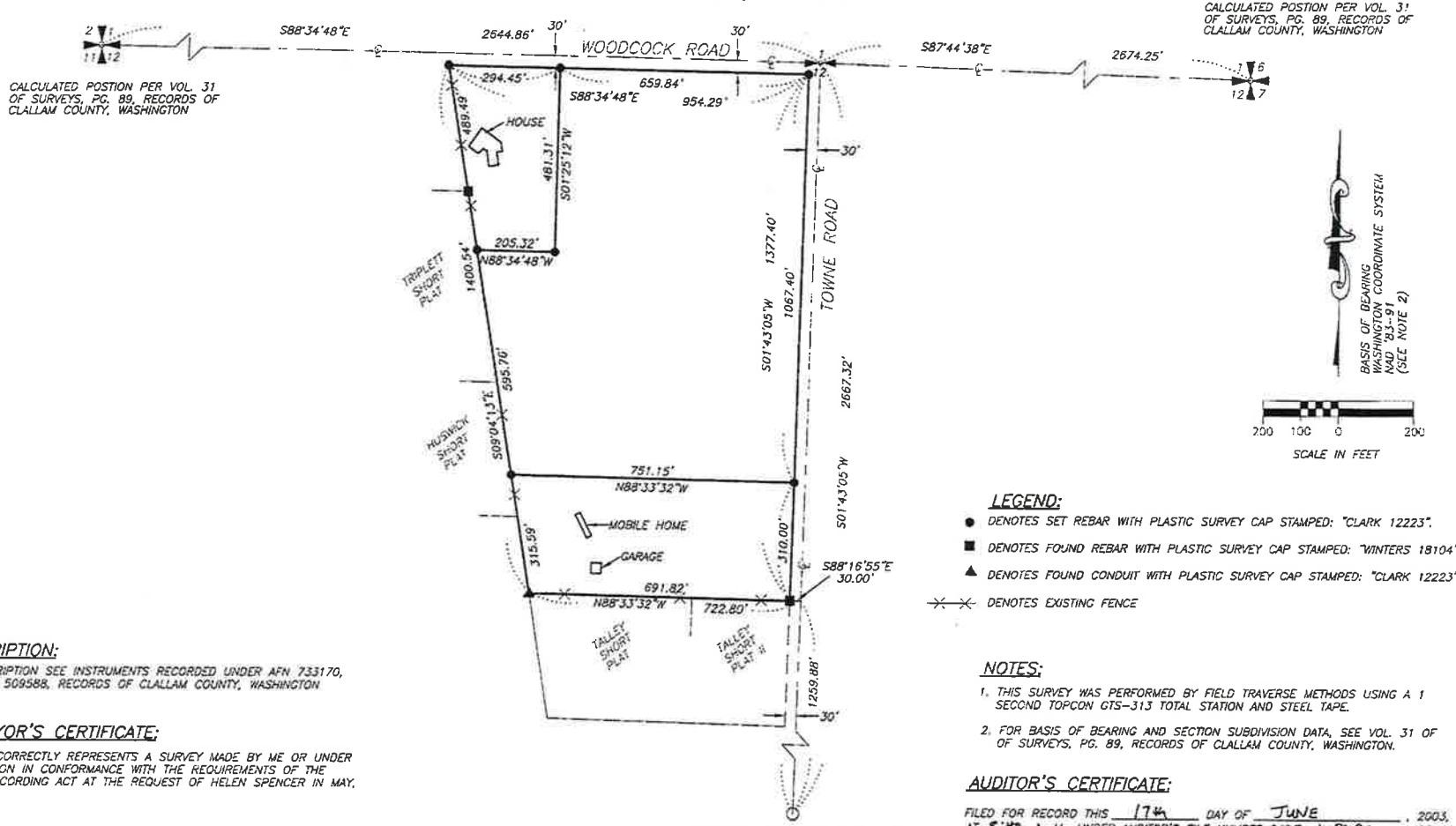
SURVEY FOR:

HELEN SPENCER

IN SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M.

CLALLAM COUNTY, WASHINGTON

2003 1110620 Clallam County



LEGEND:

- ● DENOTES SET REBAR WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- ■ DENOTES FOUND REBAR WITH PLASTIC SURVEY CAP STAMPED: "WINTERS 18104".
- ▲ DENOTES FOUND CONDUIT WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- DENOTES EXISTING FENCE

DESCRIPTION:

FOR DESCRIPTION SEE INSTRUMENTS RECORDED UNDER AFN 733170, 438688 & 509588, RECORDS OF CLALLAM COUNTY, WASHINGTON

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HELEN SPENCER IN MAY, 2003.

KENNETH A. CLARK STATE OF WASHINGTON 12223 REGISTERED PROFESSIONAL LAND SURVEYOR EXPIRES 4/26/05

Kenneth A. Clark

KENNETH A. CLARK, PLS
L.S. NUMBER 12223

DATE: 6/16/03

FINAL CHECK: KAC
PLAT CHECK: SDC
DRAWN BY: DAH & KJD
SPN# 043012-SPENCER_ROS-051603

NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE METHODS USING A 1 SECOND TOPCON GTS-313 TOTAL STATION AND STEEL TAPE.
2. FOR BASIS OF BEARING AND SECTION SUBDIVISION DATA, SEE VOL. 31 OF OF SURVEYS, PG. 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 17th DAY OF JUNE, 2003, AT 5:40 P.M., UNDER AUDITOR'S FILE NUMBER 2003 1110620, RECORDS OF CLALLAM COUNTY, WASHINGTON, AT THE REQUEST OF KENNETH A. CLARK.

Sharon Gross

CLALLAM COUNTY DEPUTY AUDITOR

N.T.S.

12(30N-4W)

CLARK LAND OFFICE
LAND SURVEYING & MAPPING
DEVELOPMENT CONSULTING
CONSTRUCTION MANAGEMENT
P.O. Box 2188
925 N 124th Ave.
Sequim, WA 98382
(360) 681-3141
FAX 582-3219
(888) 681-2161
www.clarkloc.com

VOL. 52 PG. 59

Clallam County Assessor & Treasurer

Property Search Results > 36776 FREDERICK W JOHNS AND HELLE B ANDERSEN for Year 2022 - 2023

Property

Account

Property ID:	36776	Legal Description:	PTN N'LY 1607' NENW SUR V52 P59 LINE SUR V80 P54 SEE PROBLEM FILE
Geographic ID:	0430122102000000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	91
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	TOWNE RD SEQUIM, WA 98382	Mapsco:	
Neighborhood:	Sequim Prairie Res	Map ID:	227
Neighborhood CD:	2001000		

Owner

Name:	FREDERICK W JOHNS AND HELLE B ANDERSEN	Owner ID:	32958
Mailing Address:	111 WHIDBY AVE PORT ANGELES, WA 98362	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2022 - 23673 (Balance)	$974.96	$184.28	$0.00	$0.00	$1159.24

Total Amount to Pay: $

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 10/20/2022

Amount Due if Paid on: NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▸ Statement Details							
2022	23673	$1159.30	$1159.24	$0.00	$0.00	$1159.30	$1159.24
▸ Statement Details							
2021	23787	$1171.76	$1171.64	$0.00	$0.00	$2343.40	$0.00
▸ Statement Details							
2020	23909	$1287.49	$1287.43	$0.00	$0.00	$2574.92	$0.00
▸ Statement Details							
2019	24043	$1248.99	$1248.92	$0.00	$0.00	$2497.91	$0.00
▸ Statement Details							
2018	24253	$1268.35	$1268.27	$0.00	$0.00	$2536.62	$0.00
▸ Statement Details							
2017	24182	$1187.15	$1187.07	$0.00	$0.00	$2374.22	$0.00

Values

(+) Improvement Homesite Value:	+	$0
(+) Improvement Non-Homesite Value:	+	$0
(+) Land Homesite Value:	+	$0
(+) Land Non-Homesite Value:	+	$420,650

(+) Curr Use (HS):	+	$0	$0
(+) Curr Use (NHS):	+	$0	$0
(=) Market Value:	=	$420,650	
(–) Productivity Loss:	–	$0	
(=) Subtotal:	=	$420,650	
(+) Senior Appraised Value:	+	$0	
(+) Non-Senior Appraised Value:	+	$420,650	
(=) Total Appraised Value:	=	$420,650	
(–) Senior Exemption Loss:	–	$0	
(–) Exemption Loss:	–	$0	
(=) Taxable Value:	=	$420,650	

Taxing Jurisdiction

Owner: FREDERICK W JOHNS AND HELLE B ANDERSEN
% Ownership: 100.0000000000%
Total Value: $420,650
Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	0.9657201398	$420,650	$420,650	$406.23
STATE SCH	STATE SCHOOL PT 1	1.7928522326	$420,650	$420,650	$754.16
CC GENERAL	CLALLAM COUNTY GENERAL	0.9509605433	$420,650	$420,650	$400.02
DEVDISIBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999992	$420,650	$420,650	$10.52
LND ASSMT	LAND ASSESSMENT COUNTY	0.0011999997	$420,650	$420,650	$0.50
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	$420,650	$420,650	$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499993	$420,650	$420,650	$4.73
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1370518721	$420,650	$420,650	$57.65
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	$420,650	$420,650	$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.0145609538	$420,650	$420,650	$426.78
LIB	LIBRARY COUNTY	0.3764350825	$420,650	$420,650	$158.35
SD 323 GEN	SD 323 M & O	1.1086149491	$420,650	$420,650	$466.34
FIRE 3 BD	FIRE DIST #3 EMS	0.4526672602	$420,650	$420,650	$190.41
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.2793568038	$420,650	$420,650	$538.16
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4064063635	$420,650	$420,650	$170.95
CON FUTURE	CONSERVATION FUTURES	0.0231741667	$420,650	$420,650	$9.75
	Total Tax Rate:	8.5452503656			
				Taxes w/Current Exemptions:	$3,594.55
				Taxes w/o Exemptions:	$3,594.55

Improvement / Building

Sketch

No sketches available for this property.

Property Image

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES ACRES	PER ACRE	1.0000	43560.00	0.00	0.00	$90,000	$0
2	R EXCES AC	RES EXCESS ACRE	2.0000	87120.00	0.00	0.00	$90,000	$0
3	R SRPLS AC	RES SURPLUS ACREAGE	11.0000	479160.00	0.00	0.00	$220,000	$0
4	R SRPLS AC	RES SURPLUS ACREAGE	4.1300	179902.80	0.00	0.00	$20,650	$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2023	N/A	N/A	N/A	N/A	N/A
2022	$0	$420,650	$0	$420,650	$420,650
2021	$0	$214,106	$0	$214,106	$214,106
2020	$0	$214,106	$0	$214,106	$214,106
2019	$0	$214,106	$0	$214,106	$214,106
2018	$0	$214,106	$0	$214,106	$214,106
2017	$0	$214,106	$0	$214,106	$214,106
2016	$0	$214,106	$0	$214,106	$214,106
2015	$0	$214,106	$0	$214,106	$214,106
2014	$0	$214,106	$0	$214,106	$214,106
2013	$0	$214,106	$0	$214,106	$214,106
2012	$0	$226,002	$0	$226,002	$226,002
2011	$0	$237,896	$0	$237,896	$237,896
2010	$0	$237,896	$0	$237,896	$237,896
2009	$0	$237,896	$0	$237,896	$237,896
2008	$0	$237,895	$0	$237,895	$237,895
2007	$0	$237,895	$0	$237,895	$237,895
2006	$0	$205,185	$0	$205,185	$205,185
2005	$0	$151,990	$0	$151,990	$151,990
2004	$16,920	$132,165	$0	$149,085	$149,085

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee
1	01/28/2022	WARRANTY D	WARRANTY DEED	SPENCER FAMILY LLP	FREDERICK W JOHNS AND HELLE B ANDERSEN
		29209	FREDERICK W JOHNS AND HELLE B ANDERSEN	515 TOWNE RD SEQUIM, WA 98382	1973 14X64 MARLETTE #3
		36780	FREDERICK W JOHNS AND HELLE B ANDERSEN	515 TOWNE RD SEQUIM, WA 98382	PTN OF S310 OF N1377 E2
2	12/27/1991	QUIT CLAIM	QUIT CLAIM DEED	SPENCER FAMILY LLP	SPENCER FAMILY LLP
3		QUIT CLAIM	QUIT CLAIM DEED	HELEN P SPENCER	HELEN P SPENCER FAMILY L T D
4		QUIT CLAIM	QUIT CLAIM DEED	HELEN PETRI SPENCER	

5	PERSONAL R	PERSONAL REPRESENTATIVES DEED	JAMES W SPENCER ESTATE	HELEN PETRI SPENCER
6	SPECIAL WA	SPECIAL WARRANTY DEED	CLIFFORD/MILDRED SCHULTZ	JAMES W / HELEN PETRI SPENCER

Payout Agreement

No payout information available..

Website version: 9.0.40.29 Database last updated on: 10/20/2022 1:43 AM © N. Harris Computer Corporation

Clallam County Assessor & Treasurer

Property Search Results > 36780 FREDERICK W JOHNS AND HELLE B ANDERSEN for Year 2022 - 2023

Property

Account

Property ID:	36780	Legal Description:	PTN OF S310 OF N1377 E2NW EXC R/W SUR V52 P59 PPMH 343012212780 SITS HERE
Geographic ID:	0430122102100000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	18
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	515 TOWNE RD SEQUIM, WA 98382	Mapsco:	
Neighborhood:	Sequim Prairie Res	Map ID:	227
Neighborhood CD:	2001000		

Owner

Name:	FREDERICK W JOHNS AND HELLE B ANDERSEN	Owner ID:	32958
Mailing Address:	111 WHIDBY AVE PORT ANGELES, WA 98362	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2022 - 23674 (Balance)	$740.11	$53.54	$0.00	$0.00	$793.65

Total Amount to Pay: $

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 10/20/2022

Amount Due if Paid on: NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▸ Statement Details							
2022	23674	$793.70	$793.65	$0.00	$0.00	$793.70	$793.65
▸ Statement Details							
2021	23788	$781.98	$781.90	$0.00	$0.00	$1563.88	$0.00
▸ Statement Details							
2020	23910	$852.89	$852.83	$0.00	$0.00	$1705.72	$0.00
▸ Statement Details							
2019	24044	$808.76	$808.70	$0.00	$0.00	$1617.46	$0.00
▸ Statement Details							
2018	24254	$818.42	$818.37	$0.00	$0.00	$1636.79	$0.00
▸ Statement Details							
2017	24183	$750.11	$750.04	$0.00	$0.00	$1500.15	$0.00

Values

(+) Improvement Homesite Value:	+	$32,430
(+) Improvement Non-Homesite Value:	+	$24,710
(+) Land Homesite Value:	+	$0
(+) Land Non-Homesite Value:	+	$157,800

(+) Curr Use (HS):	+	$0	$0
(+) Curr Use (NHS):	+	$0	$0
(=) Market Value:	=	$214,940	
(–) Productivity Loss:	–	$0	
(=) Subtotal:	=	$214,940	
(+) Senior Appraised Value:	+	$0	
(+) Non-Senior Appraised Value:	+	$214,940	
(=) Total Appraised Value:	=	$214,940	
(–) Senior Exemption Loss:	–	$0	
(–) Exemption Loss:	–	$0	
(=) Taxable Value:	=	$214,940	

Taxing Jurisdiction

Owner: FREDERICK W JOHNS AND HELLE B ANDERSEN
% Ownership: 100.0000000000%
Total Value: $214,940
Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	0.9657201398	$214,940	$214,940	$207.57
STATE SCH	STATE SCHOOL PT 1	1.7928522326	$214,940	$214,940	$385.36
CC GENERAL	CLALLAM COUNTY GENERAL	0.9509605433	$214,940	$214,940	$204.40
DEVDISIBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999992	$214,940	$214,940	$5.37
LND ASSMT	LAND ASSESSMENT COUNTY	0.0011999997	$214,940	$214,940	$0.26
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	$214,940	$214,940	$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499993	$214,940	$214,940	$2.42
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1370518721	$214,940	$214,940	$29.46
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	$214,940	$214,940	$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.0145609538	$214,940	$214,940	$218.07
LIB	LIBRARY COUNTY	0.3764350825	$214,940	$214,940	$80.91
SD 323 GEN	SD 323 M & O	1.1086149491	$214,940	$214,940	$238.29
FIRE 3 BD	FIRE DIST #3 EMS	0.4526672602	$214,940	$214,940	$97.30
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.2793568038	$214,940	$214,940	$274.98
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4064063635	$214,940	$214,940	$87.35
CON FUTURE	CONSERVATION FUTURES	0.0231741667	$214,940	$214,940	$4.98
	Total Tax Rate:	8.5452503656			
				Taxes w/Current Exemptions:	$1,836.72
				Taxes w/o Exemptions:	$1,836.72

Improvement / Building

Improvement #1: HOUSE **State Code:** 18 0.0 sqft **Value:** $24,710

Type	Description	Class CD	Sub Class CD	Year Built	Area
DET GAR	DETACHED GARAGE	01	03	1980	728.0

Improvement #2: UTILITIES **State Code:** 18 0.0 sqft **Value:** $32,430

Type	Description	Class CD	Sub Class CD	Year Built	Area
UT	UTILITIES	*	*	1974	1.0

Sketch

No sketches available for this property.

Property Image

Ownership History	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Date:	Sales Price: $
Deed:	Vol/Pg:
Buyer:	
Comments:	

Parcel Number: 043012 210210

Legal Description:

ONE ACRE OUT

PARCEL 043012210210
YEAR 2004

5.14	Total acres
$ 17,000	Value per acre
$ 87,380	Total value
25%	Site percentage
$ 38,845	1 acre site value
4.14	Remaining acres
11,723	Residual value per acre

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	R SRPLS AC	RES SURPLUS ACREAGE	3.1400	136778.40	0.00	0.00	$62,800	$0
2	R SRPLS AC	RES SURPLUS ACREAGE	1.0000	43560.00	0.00	0.00	$5,000	$0

3	RES ACRES	PER ACRE	1.0000	0.00	0.00	0.00	$90,000	$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2023	N/A	N/A	N/A	N/A	N/A
2022	$57,140	$157,800	$0	$214,940	$214,940
2021	$35,138	$127,396	$0	$162,534	$162,534
2020	$30,545	$127,396	$0	$157,941	$157,941
2019	$27,789	$127,396	$0	$155,185	$155,185
2018	$24,531	$127,396	$0	$151,927	$151,927
2017	$23,728	$127,396	$0	$151,124	$151,124
2016	$21,381	$127,396	$0	$148,777	$148,777
2015	$19,263	$127,396	$0	$146,659	$146,659
2014	$17,512	$127,396	$0	$144,908	$144,908
2013	$17,512	$127,396	$0	$144,908	$144,908
2012	$17,512	$134,474	$0	$151,986	$151,986
2011	$17,512	$141,551	$0	$159,063	$159,063
2010	$19,701	$141,551	$0	$161,252	$161,252
2009	$21,890	$141,551	$0	$163,441	$163,441
2008	$21,890	$141,550	$0	$163,440	$163,440
2007	$21,890	$141,550	$0	$163,440	$163,440
2006	$22,735	$122,090	$0	$144,825	$144,825
2005	$18,185	$90,435	$0	$108,620	$108,620
2004	$0	$78,640	$0	$78,640	$78,640

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Pa
1	01/28/2022	WARRANTY D	WARRANTY DEED	SPENCER FAMILY LLP	FREDERICK W JOHNS AND HELLE B ANDERSEN		
		29209	FREDERICK W JOHNS AND HELLE B ANDERSEN	515 TOWNE RD SEQUIM, WA 98382	1973 14X64 MARLETTE #3		
		36776	FREDERICK W JOHNS AND HELLE B ANDERSEN	TOWNE RD SEQUIM, WA 98382	PTN N'LY 1607' NENW SUR		

Payout Agreement

No payout information available..

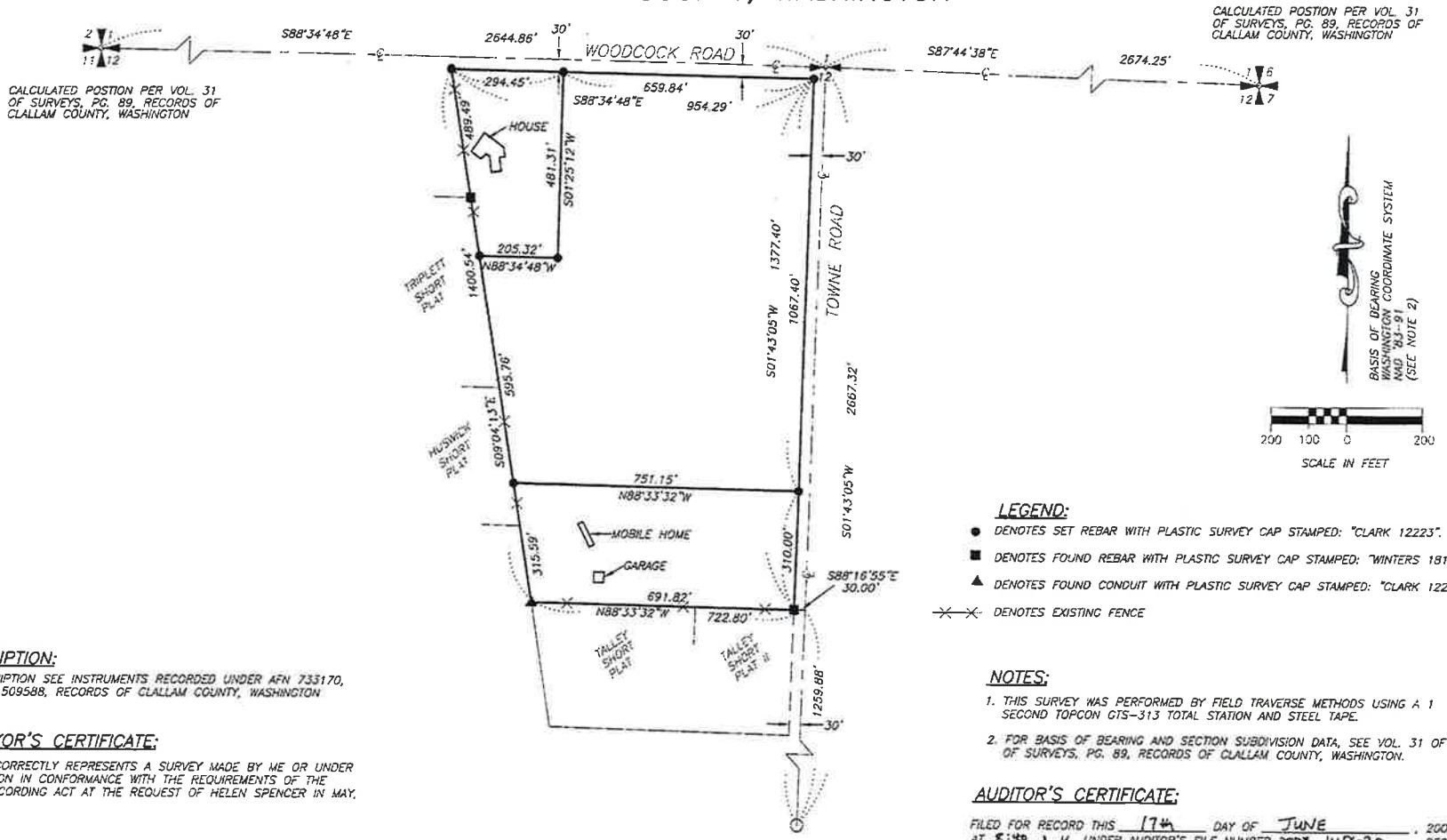
Website version: 9.0.40.29 Database last updated on: 10/20/2022 1:43 AM © N. Harris Computer Corporation

SURVEY FOR: # HELEN SPENCER

IN SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M.

CLALLAM COUNTY, WASHINGTON

2003 1110620 Clallam County



LEGEND:

- ● DENOTES SET REBAR WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- ■ DENOTES FOUND REBAR WITH PLASTIC SURVEY CAP STAMPED: "WINTERS 18104".
- ▲ DENOTES FOUND CONDUIT WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- ×—×—× DENOTES EXISTING FENCE

DESCRIPTION:

FOR DESCRIPTION SEE INSTRUMENTS RECORDED UNDER AFN 733170, 438688 & 509588, RECORDS OF CLALLAM COUNTY, WASHINGTON

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF HELEN SPENCER IN MAY, 2003.

KENNETH A. CLARK STATE OF WASHINGTON 12223 REGISTERED PROFESSIONAL LAND SURVEYOR EXPIRES 4/28/05

Kenneth A. Clark

KENNETH A. CLARK, PLS
L.S. NUMBER 12223

DATE: 6/16/03

FINAL CHECK: KAC
PLAT CHECK: SBC
DRAWN BY: BAH & KJO
SRKS 043012-SPENCER.ROC-051603

NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE METHODS USING A 1 SECOND TOPCON GTS-313 TOTAL STATION AND STEEL TAPE.
2. FOR BASIS OF BEARING AND SECTION SUBDIVISION DATA, SEE VOL. 31 OF OF SURVEYS, PG. 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 17th DAY OF JUNE, 2003, AT 8:40 A.M., UNDER AUDITOR'S FILE NUMBER 2003 1110620, RECORDS OF CLALLAM COUNTY, WASHINGTON, AT THE REQUEST OF KENNETH A. CLARK.

CLALLAM COUNTY DEPUTY AUDITOR

N.T.S.

12(30N-4W)

CLARK LAND OFFICE
LAND SURVEYING & MAPPING
DEVELOPMENT CONSULTING
CONSTRUCTION MANAGEMENT
P.O. Box 3158
935 N 5th Ave.
Sequim, WA 98382
(360) 681-3567
FAX 683-5319
(888) 681-2161
www.clarkone.com

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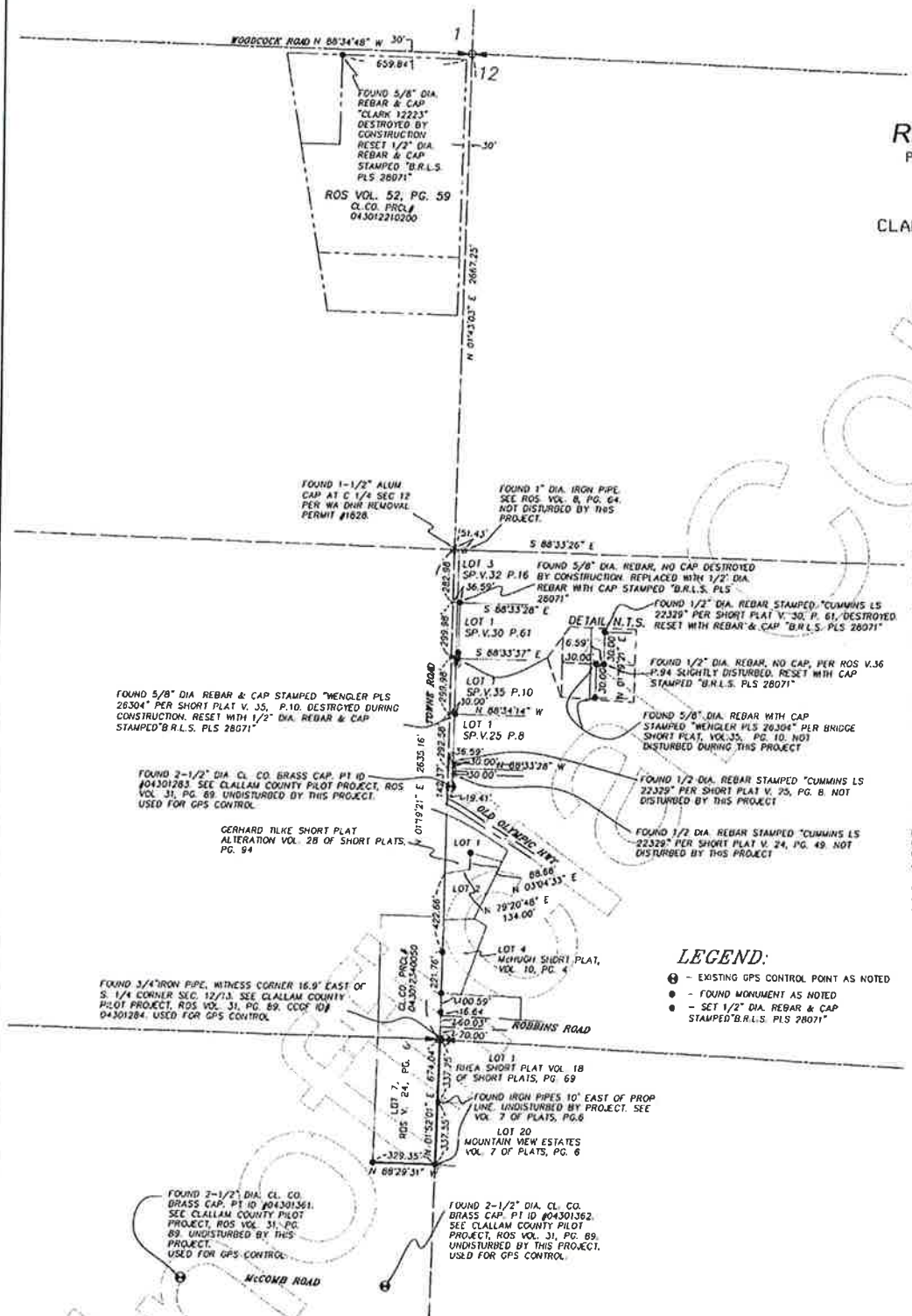
2017-1350553 V: 80 P: 054
Page 1 of 1
B R Lymangrover Land Surveying
Clallam County Washington 06/07/2017 02 28 55 PM

RECORD OF SURVEY

PORTIONS OF SECTIONS 12 AND 13,
T. 30 N., R. 4 W., W.M.
CLALLAM COUNTY, WASHINGTON
PREPARED FOR
CLALLAM CONSERVATION DISTRICT



LEGAL DESCRIPTION:

SEE LOT DESIGNATIONS AND RECORDING INFORMATION AS NOTED IN THE DRAWING.

PROCEDURES:

THIS RECORD OF SURVEY IS BASED ON A GROUND SURVEY UTILIZING CONVENTIONAL TRAVERSE METHODS AND GNSS RTK SURVEYING PROCEDURES.

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

EQUIPMENT:

TRIMBLE S-5 ROBOTIC 3" TOTAL STATION
JAVAD TRIUMPH-LS RECEIVER AND T-2 BASE STATION.

DATE OF SURVEY:

MAY, 2017

NOTES:

1. SEE MONUMENT REMOVAL PERMIT NO. 5599 DATED 3-22-17 ON FILE WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES.
2. SEE SURVEY RECORDED IN VOL. 31 OF SURVEYS, PAGE 89, RECORDS OF CLALLAM COUNTY, WASHINGTON FOR ADDITIONAL SECTION SUBDIVISION INFORMATION.

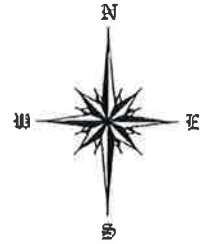
BASIS OF BEARINGS:

WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE, (NAD 83/91), AS DETERMINED FROM FIELD MEASUREMENTS MADE TO CLALLAM COUNTY GEOMETRIC CONTROL MONUMENTS CP04301283, CP04301284, CP04301361 AND CP04301362 SAID MONUMENTS BEING SHOWN ON RECORD OF SURVEY IN VOLUME 31 OF SURVEYS, PAGE 89 UNDER AF# 715131.

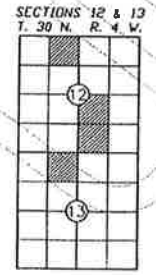
DISTANCES SHOWN HEREON ARE REDUCED TO SAID GRID BY A COMBINED SCALE FACTOR OF 0.99993632. THETA ANGLE = 1°42'48" AT GPS CONTROL POINT CP04301283.

LEGEND:

- ⊖ - EXISTING GPS CONTROL POINT AS NOTED
- ● - FOUND MONUMENT AS NOTED
- ● - SET 1/2" DIA. REBAR & CAP STAMPED "B.R.L.S. PLS 28071"



SECTIONS 12 & 13
T. 30 N. R. 4 W.



Scale: 1" = 400'

0 400' 800' 1200'

SURVEYOR'S CERTIFICATE:
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CLALLAM CONSERVATION DISTRICT IN MAY, 2017.

Bradley R. Lymangrover 6/7/17
BRADLEY R. LYMANGROVER, PLS 28071 DATE

BRADLEY R. LYMANGROVER STATE OF WASHINGTON 28071 REGISTERED PROFESSIONAL LAND SURVEYOR

AUDITOR'S CERTIFICATE:
FILED FOR RECORD THIS 7th DAY OF June 2017,
AT 2:28 PM, IN VOLUME 80 OF SURVEYS, AT PAGE 54,
AT THE REQUEST OF B.R. LYMANGROVER LAND SURVEYING.

Jana E. Hiatt - Deputy
COUNTY AUDITOR

AUDITOR'S FILE NUMBER: 2017-1350553

B.R. Lymangrover
Land Surveying
55 STORM KING RD
PORT ANGELES, WA 98363
PHONE (360) 457-5961

SHEET 1 OF 1
DATE: 6/07/17 JOB# 17001

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499074

Construction & Maintenance

SLOPE EASEMENT

THIS EASEMENT, made this 30 day of May, 1979, between

James W. Spencer and Helen Petri Spencer, husband and wife

hereinafter called the grantor s ;

and the County of Clallam, State of Washington, hereinafter called the Grantee.

WITNESSETH:

The grantor s , for and in consideration of

Mutual Benefits

and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, bargain, and convey unto the Grantee, its successors and assigns, a perpetual easement for the construction and maintenance of slope

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

The Southerly 5 feet of the Northerly 35 feet of the Westerly 75 feet of the Easterly 990 feet of the Northeast Quarter of the Northwest Quarter of Section 12, Township 30 North, Range 4 West, WM, Clallam County.

Together with the right at all times to the Grantee, its successors and assigns, for ingress to and egress from said lands across adjacent lands of the grantor for the purpose of construction and maintenance of the improvement, project, development, or other work or structure which is the subject of this easement. Also, the right to the Grantee, its successors and assigns, at all times to cut all brush and timber, and trim all trees standing or growing upon said lands, which, in the opinion of the Grantee, constitutes a menace of danger to said improvement, project, development or other work or structure which is the subject of this easement.

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The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove or otherwise permanently abandon said improvement, project, development or other work or structure which is the subject of this easement, at which time all such rights, title, privileges, and authority hereby granted shall terminate.

IN WITNESS WHEREOF the grantor___ has affixed his signature the day and year first above written.

James W Spencer
Grantor

Helen Petri Spencer
Grantor

499074

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this day personally appeared before me _____

JAMES W SPENCER & HELEN PETRI SPENCER

to me known to be the individual 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 30th day of May, 1979.

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

REQUEST FOR RECORDING AS THE ATTACHED IS
Clallam County
RECORDED IN RECORDS OF CLALLAM CO.
1979 AUG -8 PM 3:50
LISE C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.
BY _____ DEPUTY

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499075

IRRIGATION DITCH EASEMENT

CONSTRUCTION

This Easement, made this 30 day of May, 1979, between

James W. Spencer and Helen Petri Spencer, husband and wife

hereinafter called the grantors,

and the County of Clallam, State of Washington, hereinafter called the Grantee,

WITNESSETH:

The Grantors, for and in consideration of Mutual Benefits and other valuable consideration, do hereby grant unto the Grantee, its successors and assigns, a temporary construction easement for the re-alignment and construction of irrigation ditch upon and across the Easterly 990 feet of the Northeast Quarter of the Northwest Quarter of Section 12, Township 30 North, Range 4 West, W. M., Clallam County. Easement No. 1 to be 30 feet in width and Easement No. 2 to be 15 feet in width and lying approximately as follows:

EASEMENT NO. 1 - Commencing at the Southerly line of Woodcock Road at approximately Station 231.00, thence running Southerly to a point where it intersects with the existing irrigation ditch.

EASEMENT NO. 2 - Commencing on the above easement at a point 21 feet South of the southerly right of way line of Woodcock Road, thence in a westerly direction parallel to said road to the west line of said easterly 990 feet of said Northeast Quarter of the Northwest Quarter and a junction with the existing ditch to the west.

Together with the right to the Grantee, its successors and assigns for ingress to and from said lands across adjacent lands of the grantor for the purpose of construction of said ditches.

In witness whereof the grantor has affixed his signature the day and year first above written.

James W. Spencer
Grantor

Helen Petri Spencer
Grantor

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IRRIGATION DITCH EASEMENT CONSTRUCTION
Page 2

499075

STATE OF WASHINGTON)
) ss
County of Clallam)

On this day personally appeared before me James W. Spencer and Helen Petri Spencer to me known to be the individual 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 30th day of July, 1979.

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

FILED FOR RECORD AT THE REQUEST OF Clallam County
RECORDED IN RECORDS OF CLALLAM CO.
1979 AUG -8 PM 3:50
ALICE C. THOMAS, AUDITOR
CLALLAM COUNTY, WASH.
BY _____ DEPUTY

VOL 557 PAGE 042

4C

MAY 09 2023

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 5/1/23**

REGULAR AGENDA ☒ **Meeting Date: 5/9/23**

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

Item summary:

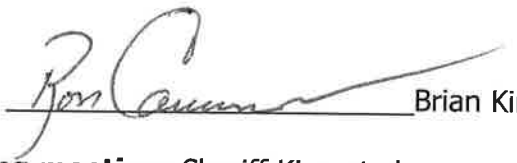
☒ Call for Hearing	☐ Contract/Agreement/MOU - Contract #	
☐ Resolution	☐ Proclamation	☐ Budget Item
☐ Draft Ordinance	☐ Final Ordinance	☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The real property located at 4803 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326, was declared surplus March 14, 2023. The Sheriff's Office now requests input on the disposition process to be used for selling this property. Clallam County Administrative Policy 455 allows for several methods of property disposal, and the Sheriff's Office would like feedback from the public and the Board on the route they should use. The options being weighed are sale by online auction or sale by a real estate broker.

Budgetary impact:
The costs associated with selling this property will be recouped through the revenue generated by the sale. An online auction through GovDeals would cost a commission of 10% of the sale price, and informal bids from several local realtors show that we could expect to spend approximately 5% commission of the sale price to a broker.

Recommended action:
Board approval of the Call for Hearing.

County Official signature & print name:  Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Sheriff King et al.

Relevant Departments: Sheriff's Office

Date submitted: 4/25/23

RESOLUTION _____, 2023

CALL FOR HEARING ON THE METHOD OF SALE OF SURPLUS PROPERTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County declared surplus the real property located at 4308 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326, on March 14, 2023 according to Administrative Policy 455.

2. Administrative Policy 455 grants several options for methods of disposition of surplus real property, including public auction or sale by Real Estate Broker.

3. An online public auction via GovDeals would cost the County a commission of 10% of the sale price of the property. Informal bids from several local realtors indicate a real estate broker would cost the County a commission of approximately 5% of the sale price.

4. Pursuant to Chapter 36.34 RCW and Clallam County Administrative Policy 455, the Sheriff's Office would like to call for a public hearing to discuss the method of this disposition. The Board of Clallam County Commissioners has the responsibility to approve the method of sale of this property after holding a public hearing to determine the propriety and advisability of such proposed action.

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 method of sale of surplus property be held in the Commissioners' meeting room, 223 East 4th Street, Room 160, Port Angeles, Washington at 10:30 a.m. on May 23, 2023.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, Clerk of the Board

Publish: May 12 and May 16, 2023
Bill: Sheriff's Office

H1

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) MAY 09 2023

Department: Parks, Fair & Facilities

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** **May 9, 2023**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Park, Fair & Facilities Department will attend the Public Hearing on May 9, 2023 regarding the proposed Fairgrounds fee changes.

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?)

Requesting approval of the Fairgrounds Fee Schedule 215-A.

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

Name of Employee/Stakeholder attending meeting: R. Donald Crawford

Relevant Departments: Parks, Fair & Facilities

Date submitted: May 1, 2023

Ordinance ___

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –
Fairground Division Services 215-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 5.100.215, Fees for Fairgrounds Division Services is amended to read as follow:
See attached Fairgrounds Division Services fee schedule.

ADOPTED this _____day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores
MMC, Clerk of the Board

_____
Mike French

DRAFT

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 20232		
RENTALS – FAIR EVENT FEES		
DAILY ADMISSION	FEE	REFERENCE / COMMENTS
Adult	~~$8~~$10	
Seniors 80+	Free	
Student 13-17/Senior 65-79	~~$6~~$8	
Youth 6-12	~~$5~~$7	
Active Military & Veteran	$7	
Child Under 5 ~~Years or Younger Accompanied by an Adult~~	Free	
Youth 6-12 Thursday – Kids' Day~~, 12 Years and Under~~	Free	
SEASON PASS	FEE	REFERENCE / COMMENTS
Adult	~~$24~~$30	
Student 13-17/Senior 65-79	~~$18~~$24	
Youth 6-12	$15	
Active Military & Veteran	~~$21~~	
Worker – 2 Passes per Leased Space	Free	
Worker – Passes Purchased Prior to First Day of Fair; up to 8 Additional	$10 each	
Worker – Dry Creek Grange, Lions Club up to 20 Additional Passes	$10 each	
Volunteer – Youth Animal Exhibitor	$4 per person	
Volunteer – Youth Animal Exhibitor Assistant	$5 per person	
Volunteer – Fair Worker	$4 per person	
Volunteer – 4-H Leader	$5 per person	
PARKING/CAMPING	FEE	REFERENCE / COMMENTS
Reserved Parking Pass (Lot #1)	$25 per vehicle/Fair week	
Overnight Camping/Parking Pass Non-Utility site outside fence, east side (Camping Area E) Utility site inside fence, east side (Camping Area D) Vendor/Carnival area, west side (Lot #4) Superintendent Camping Assistant Superintendent Camping	 $35 per vehicle/Fair week $60 per vehicle/Fair week $18 per vehicle/per night $20 per vehicle/Fair week $20 per vehicle/Fair week	
VENDOR BOOTH	FEE	REFERENCE / COMMENTS
Merchants Building	$275	

DRAFT

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 20232		
Merchants Annex	$225	
Wasankari Log Cabin	$200	
Inside Space in a Building (10' x 10') (without power, excluding Merchants Building)	$200	
Outdoor Space on Grounds (10' x 10') (without power) Informational Only (Non-Profit) Commercial Only (Non-Food) Electricity	 $150 $200 $25	
FOOD VENDOR BOOTH	FEE	REFERENCE / COMMENTS
Outdoor Only	$400 or 18% of gross sales, whichever is greater	
RENTALS – NON-FAIR EVENT FEES[1]		
BUILDING	FEE	REFERENCE / COMMENTS
Home Arts Building Non-Profit Profit and Private Stage Lighting System Refundable Damage/Cleaning Deposit	 $350/day $450/day $100/day $200	
Floral Building	$150/day	
Exposition Hall Non-Profit Profit and Private Refundable Damage/Cleaning Deposit	 $250/day $350/day $200	
Fair Kitchen Non-Profit Profit and Private Dining Area Only Non-Profit Profit and Private Refundable Damage/Cleaning Deposit	 $125/day $150/day or 18% of gross sales, if concessioned, whichever is greater $60/day $100/day $200	
Art or Agriculture Building Non-Profit Profit and Private	 $50/day $100/day	
Merchants Building Non-Profit Profit and Private	 $75/day $150/day	

DRAFT

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023~~2~~		
Cat Barn Non-Profit Profit and Private	 $50/day $100/day	
Dog Barn Non-Profit Profit and Private	 $50/day $100/day	
Cattle Barn Non-Profit Profit and Private	 $50/day $100/day	
Poultry/Rabbit Barn Non-Profit Profit and Private	 $50/day $100/day	
Multipurpose Barn (Cattle Barn #2) Non-Profit Profit and Private	 $50/day $100/day	
Sheep/Goat Barn Non-Profit Profit and Private	 $50/day $100/day	
Swine Barn Non-Profit Profit and Private	 $40/day $80/day	
Horse Barns Stalls Non-Profit Stalls Profit and Private Non-Profit Profit and Private	 $10 per stall/day $15 per stall/day $150 per barn/day $200 per barn/day	3 Horse Barns available.
Arena Dog Livestock Sheep/Swine Horse (Warm Up Arena included) Daily Use Fee Arena Surface Grooming Refundable Damage/Cleaning Deposit	 $50/day $50/day $50/day $150/day $10/day $100/each time worked/day $200	Daily Use Fee does not include Arena being worked and watered.
Miscellaneous Areas Plaza KidZone North Parking Lot #2 East Camping Area D Wasankari Log Cabin Carnival	 $150/day $150/day $200/day $150/day $100/day	KidZone Rental excludes Wasankari Log Cabin. Excludes Camping.

DRAFT

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 20232		
Non-Commercial Commercial Non-Profit	$300/day plus $200 Refundable Damage/Cleaning Deposit $500/day [1] plus $400 Refundable Damage/Cleaning Deposit $100/day plus $100 Refundable Damage/Cleaning Deposit	Excludes Camping.
Information and Ticket Booths	$20 each/day	
Food Concession	$100/day or 18% of gross sales, whichever is greater	
GRANDSTAND	FEE	REFERENCE / COMMENTS
GRANDSTAND WITH ARENA		Grandstand Seating Capacity 1,600
First Day	$750	
Each Additional Day	$600/day	
GRANDSTAND ARENA ONLY		
Arena	$200/day	
MISCELLANEOUS GRANDSTAND WITH OR WITHOUT ARENA		
Events That Charge Admission	15% of gross sales, in addition to rental fee	
Arena Water Use	$250/event minimum	Fee in addition to rental fee; no use of water truck.
Rodeo Chutes	$300/day	
Stalls/Pens Surrounding Arena	$100/day	
Rodeo Announcer's Booth	$30/day	
Food Concession	$100/day or 18% of gross sales, whichever is greater	
Refundable Damage/Cleaning Deposit Low Risk Event High Risk Event	 $400 $1,500	
STAGES	FEE	REFERENCE / COMMENTS
Center Stage	$100/day	
West Stage Area Portable Stage Profit and Private First Day Each Additional Day	 $500 $400/day	Staff set-up included.

DRAFT

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 20232		
Non-Profit First Day Each Additional Day Stage Extensions First Day Each Additional Day Refundable Damage/Cleaning Deposit	 $350 $250/day $100 $50/day $400	
West Stage Portable Stage – used outside the West Stage Area Fairgrounds First Day Each Additional Day Stage Extensions First Day Each Additional Day Off Fairgrounds First Day Each Additional Day Stage Extensions First Day Each Additional Day Refundable Damage/Cleaning Deposit	 $200 moving fee $300 $200/day $150 $100/day $500 $400/day $150 $100/day $500	Per contract. Moving fees vary and are charged by an independent trucking company arranged by County Maintenance.
AUDIO-VISUAL EQUIPMENT	FEE	REFERENCE / COMMENTS
Spotlight (1)	$100/day	
Light Tree with 4 Lights (2)	$75 each/day	
10' Light Truss with 6 Lights (1)	$75/day	
Wired Microphone with Stand	$50/day	
Wireless Microphone	$100/day	
75' 16-channel Wire Snake	$75/day	
Public Address Speakers with Stands	$100/pair/day	
Refundable Damage/Cleaning Deposit	$200	
MISCELLANEOUS EQUIPMENT	FEE	REFERENCE / COMMENTS
Interior Portable Stage	$20/section/day	Ten (10) 4' x 8' sections available.
Round Table 60" Diameter	$10/day	
Rectangular Table 8' in Length	$10/day	
Dividers	$5/each/day	

DRAFT

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 20233		
Chairs	$2/each/day	
Picnic Tables	$8/each/day	
Benches	$6/each/day	
Bleachers Fairgrounds Off Fairgrounds Moving Fee (2 Staff Members) Refundable Damage/Cleaning Deposit	 $50/event $100/event $75/hour $300/event	
OVERNIGHT CAMPING	FEE	REFERENCE / COMMENTS
Utility Site (Clallam County Resident) Utility Site (Non-County Resident) Non-Utility Site (Clallam County Resident) Non-Utility Site (Non-County Resident) Non-Profit Youth Organization	$30/vehicle/site/night $34/vehicle/site/night $24/vehicle or tent site/night $28/vehicle or tent site $2/person/night (RVs pay the utility rate)	Includes use of restrooms, showers, and garbage receptacles.
VEHICLE STORAGE	FEE	REFERENCE / COMMENTS
RVs/Trailers/Boats/Cars Vehicle/Equipment under 10' tall Vehicle/Equipment over 10' tall	 $3.50/linear foot/month $4.00/linear foot/month Leasehold Excise Tax will be added to fees as appropriate[2]	Available starting September 1 and ending May 31 the following year, and is first come, first served.
MISCELLANEOUS	FEE	REFERENCE / COMMENTS
Additional County Staff Time	$45/hour	
Fair Grievance Fee	$25	Fee refunded if Grievance is found in favor of Grievant.

[1] 50% off profit and private rental fees on all facilities when used by a 4-H or FFA sanctioned event.

[2] The current Leasehold Excise Tax Rate is 12.84% and is subject to change without notice.

DRAFT