



WORK SESSION

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street, Room 160

Port Angeles, Washington

January 12, 2026

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: 836 9266 4344 and passcode: 12345 and use *9 to raise your hand.

If you would like to participate in the meeting via Zoom video conference, visit <https://us06web.zoom.us/j/83692664344> and use meeting ID: 836 9266 4344 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://clallamcountywa.gov/meetings>

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

Administration – 9 a.m.

- 1a Calendar/Correspondence
- 1b Resolution reappointing John Viada to the Civil Services Commission
- 1c Open County position review
- 1d Agreement with Department of Agriculture to assist landowners in treating shiny geranium noxious weed

Public Works

- 2a Letter of support for the Edgewood Drive Wastewater Line Project

Community Development

- 3a Agreement amendment 2 with Facet NW, Inc for Comprehensive Plan update
- 3b Request to approve an extension of Atterberry Landing Binding Site Plan LDV2018-00034 to 3/10/27
- 3c Pre-application questionnaire with Department of Ecology for the Floodplain by Design Grant

Budget

- 4a Discussion on proposed budget revisions to be considered on January 27 (3a)*

Board of Commissioners

- 5a Agreement with Clallam County Public Works Department for 2026 Hotel/Motel Tax Funds
- 5b Agreement with Olympic Peninsula Visitor Bureau for 2026 Hotel/Motel Tax Funds
- 5c Agreement with The Dungeness Crab Festival for 2026 Hotel/Motel Tax Funds
- 5d Agreement with Top Left Trails Co-op for 2026 Hotel/Motel Tax Funds
- 5e Agreement with Port Angeles Waterfront Center – Field Hall for 2026 Hotel/Motel Tax Funds
- 5f Agreement with Hurricane Ridge Winter Sports Education Foundation for 2026 Hotel/Motel Tax Funds
- 5g Agreement with Peninsula Trails Coalition for 2026 Hotel/Motel Tax Funds
- 5h Resolution appointing Daniel Peacock to the Revenue Advisory Committee
- 5i Approval of the "For" and "Against" Committee form for proposed Charter amendment regarding Local Voters' Pamphlet
- 5j Legislative session update

General Discussion/Items for Future Agendas

- Joint Meeting with the Department of Natural Resources (3/16 at 1 p.m.)
- Department of Transportation Highway 101 Projects (3/23 at 9 a.m.)
- Joint Meeting with the Port of Port Angeles (4/27 at 11 a.m. Hosted at Port)
- Joint Meeting with the Department of Natural Resources (6/15 at 1 p.m.)
- Department of Transportation Highway 101 Projects (6/22 at 9 a.m.)
- Joint Meeting with the Department of Natural Resources (8/17 at 1 p.m.)
- Department of Transportation Highway 101 Projects (9/14 at 9 a.m.)
- Joint Meeting with the Port of Port Angeles (10/26 at 11 a.m. Hosted at BOCC)
- Joint Meeting with the Department of Natural Resources (11/9 at 1 p.m.)
- Department of Transportation Highway 101 Projects (12/7 at 9 a.m.)

EXECUTIVE SESSION

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

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

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AGENDA ITEM SUMMARY JAN 12 2026

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

Department: BOCC

WORK SESSION **Meeting Date: 1-12-26**

REGULAR AGENDA **Meeting Date: 1-20-26**

Item summary:

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # | |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance | <input type="checkbox"/> Final Ordinance | <input type="checkbox"/> Other |

Executive summary:

A vacancy exists on the Civil Service Commission due to the expiration of a term for the Independent representative. RCW 41.14.030 states, "At the time of appointment no more than two commissioners shall be adherents of the same political party."

The current member requested to be considered for another term. No new applications were received.

Human Resources endorses the reappointment of John Viada to the Independent representative position of the Civil Service Commission.

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?)
Request to approve a Resolution to reappoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Human Resources

Relevant Departments: Board of Commissioners and Human Resources

* 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)

Civil Service Viada 1-20-26
Revised: 3-04-2019



RESOLUTION _____, 2026

REAPPOINTING A MEMBER TO THE CIVIL SERVICE COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Civil Service Commission due to the expiration of a term for the Independent representative. RCW 41.14.030 states, "At the time of appointment no more than two commissioners shall be adherents of the same political party."
2. Notice of the vacancy was issued to the press in December 2025. The current member with an expiring term was contacted to determine if he wished to be considered for reappointment.
3. The current member requested to be considered for reappointment.
4. Human Resources endorses the reappointment of John Viada to the Independent representative position of the Civil Service Commission.

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

1. **John Viada** is reappointed to the Civil Service Commission as the Independent representative for a term ending March 1, 2032.

PASSED AND ADOPTED this 20th day of January 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French

c: Appointee
A22.153
Human Resources



LC

JAN 12 2026

AGENDA ITEM SUMMARY

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

Department: Human Resources

WORK SESSION **Meeting Date:** 1/12/20

REGULAR AGENDA **Meeting Date:**

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 Position Needs Assessment

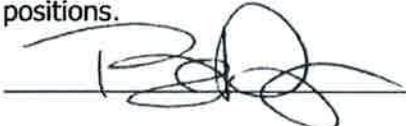
Documents exempt from public disclosure attached:

Executive summary:

All departments submit a requisition to Human Resources for any new open position. Through that process a Position Request Need Assessment Questionnaire is also submitted. The questionnaire will be presented by Human Resources to the Board of County Commissioners for review and approval/denial.

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?**
As included in each assessment questionnaire.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please review for approval/denial of the open positions.

County Official signature & print name:  Bonnie Dennler

Name of Employee/Stakeholder attending meeting: Human Resources Director

Relevant Departments: County-wide

Date submitted: 1/6/20

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

Blank Position Needs Assessment - BOCC
Revised: 3-04-2019



CLALLAM COUNTY
Board of County Commissioners
Finance Division
223 E. 4th Street
Port Angeles, WA 98362

TODD MIELKE, COUNTY ADMINISTRATOR

Position Request Need Assessment Questionnaire

Purpose:

To ensure sound decision-making in filling positions, this assessment will help evaluate the financial and operational necessity of the requested role. Given current budget constraints and potential changes in funding availability, departments are required to complete this form before approval of any hiring requisition.

Instructions:

Please complete all questions thoroughly. Attach any necessary supporting documentation. Incomplete forms may delay the review process.

Section 1: General Information

Department: **Health and Human Services**

Position Title: **WIC Support Specialist I**

Salary Range: **52-1**

Is this position included in the current budget? Yes No

If no, what is the funding source or proposed budget adjustment?

What is the ideal timeline for filling this position? **March 2026**

How long has this position been vacant? **4 Months**

Section 2: Justification & Impact Assessment

1. Operational Necessity

- What are the key responsibilities of this role that cannot be covered by existing staff? **This position provides essential administrative and program support functions that are not absorbable by existing WIC staff without impacted mandated service delivery. This role includes participant intake and appointment scheduling, income and eligibility documentation, client data entry, benefit issuance support, and customer service for walk-in and phone inquires.**
- What are the consequences of not filling this position? (e.g., legal risk, service reductions, increased costs, operational delays)? **Not filling this position would result in reduced appointment availability, delayed certifications and benefit issuance. This could lead to decreased program enrollment and retention, reduced federal reimbursement tied to participation levels, and potential noncompliance with WIC service delivery standards and timeliness requirements.**

2. Funding & Budget Considerations

- Is this position fully or partially grant-funded? Yes No



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- If yes, identify the funding:
Direct Federal Funding Indirect State Funding Pass-Through Funding (i.e.. HCA)
- What is the total allowed amount in the grant? This position is supported within the County's approved WIC allocation, which includes staffing costs aligned with the current Schedule A and grant award.
- If the grant is reduced or eliminated, how will this position be sustained? The department would evaluate position reductions consistent with grant funding levels, as WIC staffing is directly tied to allowable grant expenditures.
- What is the total annual cost of this position (salary + benefits): \$67,069
- If this position is not filled, what cost savings would be realized? While short term savings would occur in salary and benefits, these savings would likely be offset by reduced WIC participation and loss of federal reimbursement.

3. Workload & Staffing Considerations

- Is this a new position or a replacement position?
 NEW Replacement – Previous Employee: Kelsey Blattner
- If a replacement, was the previous employee working full-time? Yes No
- Annual overtime costs for the previous employee, if any: \$0
- Can this role be restructured into a part-time role? Yes No
 - i. If no, explain why full-time status is necessary: WIC services require consistent daily coverage during clinic hours to meet participant demand and support federally mandated caseload management. A part time position would not provide sufficient coverage and would increase service gaps and inefficiencies.
- Have job duties been evaluated for reallocation to existing staff? Yes No
 - i. If no, explain why reallocation is not feasible:

4. Legal, Regulatory, & Service Delivery Impact

- Does failure to fill this position put the County at risk of violating any RCW, WAC, or contractual obligations? Yes No
 - i. If yes, provide details and references to applicable regulations: WIC programs must meet federal and state service delivery requirements as outlined in the USDA WIC regulations and Washington State Department of Health WIC policies.



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- Is this position required to maintain mandated services or regulatory compliance?

Yes No

- i. If yes, specify the mandates impacted by this role: **USDA WIC program requirements related to participant access, certification timeliness, benefit issuance, and data integrity.**

5. Strategic & Organization Considerations

- Does this position align with long-term strategic goals for the department? Yes No

For the organization? Yes No

- i. If yes, explain how this position supports future planning and growth:

For the Department: This position supports the department's mission to improve maternal and child health outcomes by ensuring accessible, timely, and compliant WIC services for eligible families.

For the Organization: The role supports the organization by maximizing external funding while maintaining efficient use of grant funded resources.

- Are there any upcoming changes in federal or state funding that could impact the sustainability of this role? Yes No

- i. If yes, describe potential risks and contingency plans: **Too difficult to answer on what may happen at the federal level.**

Section 3: Supporting Documentation

Please attach the following documents with your completed form:

Current Organizational Chart (showing position placement)

Budget Impact Analysis (if applicable)

Current Schedule A

Grant Funding Documentation (if applicable)

Any Additional Supporting Documents

Section 4: Department & Administrative Review

Prepared by:

- Name: Kevin LoPiccolo
- Title: Director
- Date: December 31, 2025



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TODD MIELKE, COUNTY ADMINISTRATOR

Department Head Approval (if different than above):

- Name: Kevin LoPiccolo
- Title: Director
- Date: December

Department Head Signature:

A handwritten signature in blue ink, appearing to be "K. LoPiccolo", written over a horizontal line.



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TODD MIELKE, COUNTY ADMINISTRATOR

Position Request Need Assessment Questionnaire

Purpose:

To ensure sound decision-making in filling positions, this assessment will help evaluate the financial and operational necessity of the requested role. Given current budget constraints and potential changes in funding availability, departments are required to complete this form before approval of any hiring requisition.

Instructions:

Please complete all questions thoroughly. Attach any necessary supporting documentation. Incomplete forms may delay the review process.

Section 1: General Information

Department: **BOCC**

Position Title: **Deputy Clerk of the Board**

Salary Range: **56**

Is this position included in the current budget? Yes No

If no, what is the funding source or proposed budget adjustment?

What is the ideal timeline for filling this position? **ASAP**

How long has this position been vacant? **November 7, 2025**

Section 2: Justification & Impact Assessment

1. Operational Necessity

- What are the key responsibilities of this role that cannot be covered by existing staff? **Act as the gatekeeper for the Board of Commissioners in compliance with statutes of the State of Washington, Administrative Policies, Clallam County Code, and the Clallam County Charter. Provides assistance and back-up support to the Clerk of the Board, Coordinates the actions of the Board of Equalization(BOE), Serves as the County ADA Coordinator, support the Law Library Board, and assists the County Administrator in coordinating Coordinating Conflict Attorneys on behalf of the County.**
- What are the consequences of not filling this position? (e.g., legal risk, service reductions, increased costs, operational delays)? **Not filling the positions would result in increased and unsustainable work loads of the Clerk of the Board.**

2. Funding & Budget Considerations

- Is this position fully or partially grant-funded? Yes No
- If yes, identify the funding:



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Direct Federal Funding Indirect State Funding Pass-Through Funding (i.e.. HCA)

- What is the total allowed amount in the grant? [redacted]
- If the grant is reduced or eliminated, how will this position be sustained? [redacted]
- What is the total annual cost of this position (salary + benefits): \$79,606
- If this position is not filled, what cost savings would be realized? Short term savings

3. Workload & Staffing Considerations

- Is this a new position or a replacement position?
 NEW Replacement – Previous Employee: Kami Rosser
- If a replacement, was the previous employee working full-time? Yes No
- Annual overtime costs for the previous employee, if any: \$0
- Can this role be restructured into a part-time role? Yes No
 - i. If no, explain why full-time status is necessary: [redacted]
- Have job duties been evaluated for reallocation to existing staff? Yes No
 - i. If no, explain why reallocation is not feasible: [redacted]

4. Legal, Regulatory, & Service Delivery Impact

- Does failure to fill this position put the County at risk of violating any RCW, WAC, or contractual obligations? Yes No
 - i. If yes, provide details and references to applicable regulations: BOE processes are subject to strict statutory deadlines. Failure to provide timely responses and process actions in accordance with statutes would lead to violations and litigation.
- Is this position required to maintain mandated services or regulatory compliance?
Yes No
 - i. If yes, specify the mandates impacted by this role: BOE statutes, ADA compliance requirements and other mandated administrative actions of the BOCC.

5. Strategic & Organization Considerations

- Does this position align with long-term strategic goals for the department? Yes No
For the organization? Yes No
 - i. If yes, explain how this position supports future planning and growth:



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For the Organization: _____

- Are there any upcoming changes in federal or state funding that could impact the sustainability of this role? Yes No
 - i. If yes, describe potential risks and contingency plans: _____

Section 3: Supporting Documentation

Please attach the following documents with your completed form:

- Current Organizational Chart (showing position placement)
- Budget Impact Analysis (if applicable)
- Current Schedule A
- Grant Funding Documentation (if applicable)
- Any Additional Supporting Documents

Section 4: Department & Administrative Review

Prepared by:

- Name: Bonnie Dennler
- Title: Director, HR
- Date: 1/06/2026

Department Head Approval (if different than above):

- Name: Todd Mielke
- Title: County Administrator
- Date: 01/06/2026

Department Head Signature: _____

A handwritten signature in blue ink that reads "Todd Mielke".



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223 E. 4th Street
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TODD MIELKE, COUNTY ADMINISTRATOR

Position Request Need Assessment Questionnaire

Purpose:

To ensure sound decision-making in filling positions, this assessment will help evaluate the financial and operational necessity of the requested role. Given current budget constraints and potential changes in funding availability, departments are required to complete this form before approval of any hiring requisition.

Instructions:

Please complete all questions thoroughly. Attach any necessary supporting documentation. Incomplete forms may delay the review process.

Section 1: General Information

Department: **Juvenile Services**

Position Title: **Juvenile Probation Officer I (Offender Caseload)**

Salary Range: **\$29.40 - \$35.81**

Is this position included in the current budget? Yes No

If no, what is the funding source or proposed budget adjustment?

What is the ideal timeline for filling this position? **as soon as possible**

How long has this position been vacant? **Position vacated January 2nd 2026.**

Section 2: Justification & Impact Assessment

1. Operational Necessity

- What are the key responsibilities of this role that cannot be covered by existing staff? Juvenile Offender Probation Officers are responsible for monitoring and supervision of juvenile offenders including standard Probation and Diversion, as well as specialized Disposition Alternatives (DA) including Drug Court, Deferred, Specialized Sex Offender (SSODA), and Chemical Dependency/Mental Health (CD/MH).
- The vacancy occurs in one of the three offender probation officer positions, primarily responsible for covering the Sequim area. Due to the vast geography of Clallam County, efficiencies are found when cases are assigned by location, maintaining connections with local youth, families, schools, law enforcement agencies, and community partners.
- Key responsibilities include: reviewing referrals, arranging and supervising diversion agreements, supervising court orders of disposition, implementing required evidence-based practices (conducting risk/needs assessments, COS, EET, developing and monitoring of individualized case management plans/CMAP), court reporting and testimony, drug testing, home visits, preparing probation violation



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- reports and pre-disposition studies, making arrests, monitoring courtesy supervision and interstate compact cases, coordination with schools, law enforcement, families, treatment and service providers, and implementation of graduated sanctions and as well as incentives to support rehabilitation.
- The existing caseload cannot be absorbed by the other two officers already managing full caseloads in Port Angeles and the West End (PA-West/Forks/Neah Bay).
 - What are the consequences of not filling this position? (e.g., legal risk, service reductions, increased costs, operational delays)? Juvenile probation supervision is statutorily required. Not filling the position will increase caseloads resulting in inadequate staffing, jeopardizing the County's ability to meet these legal obligations for supervision and monitoring, delays in responding to issues of public safety, and a lack of accountability as well as delays in rehabilitative efforts for high risk youthful offenders.
 - Meeting State required timelines for performing risk assessments will be impacted due to the time required to perform the process by State certification standards.
 - Fewer home / school visits. Reduced community-based services requiring youth and families to travel to the office for appointments to fulfill required services (drug testing, risk assessments, case plans).
 - Additionally, with the realignment of the Legal Process Assistant positions last year, Probation officers have already added additional processes to include preparing legal paperwork for court.
 - Delays in processing Diversion referrals focused on early intervention and prevention. These referrals are generally the first contact with our system and if handled quickly and correctly can prevent youth from continued involvement into the court system.
 - Legal risk is something that probation staff are aware of daily and is mitigated by performing the required level of supervision for their assessed youth in addition to monitoring court ordered requirements. Documentation of all contact (in person, phone/text) with supervised youth is expected to be done weekly in electronic files as well as the state database after each intervention.

2. Funding & Budget Considerations

- Is this position fully or partially grant-funded? Yes No
- If yes, identify the funding:
Direct Federal Funding Indirect State Funding Pass-Through Funding (i.e.. HCA)
- What is the total allowed amount in the grant? \$171,766
- If the grant is reduced or eliminated, how will this position be sustained? General fund



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- What is the total annual cost of this position (salary + benefits): \$90,840. New position to be filled as PO I, Range 55, Step 1 (\$61,139 salary + \$29,701 benefits).
- If this position is not filled, what cost savings would be realized? None, this is a grant funded position.

3. Workload & Staffing Considerations

- Is this a new position or a replacement position?
 NEW Replacement – Previous Employee: Joleen Goodrich
- If a replacement, was the previous employee working full-time? Yes No
- Annual overtime costs for the previous employee, if any: \$Employee earned Comp Time / Flex Agreement
- Can this role be restructured into a part-time role? Yes No
 - i. If no, explain why full-time status is necessary: This is a full-time position with a full caseload requiring daily contact and coverage throughout the county.
- Have job duties been evaluated for reallocation to existing staff? Yes No
 - i. If no, explain why reallocation is not feasible: All other probation officers currently have full caseloads.

4. Legal, Regulatory, & Service Delivery Impact

- Does failure to fill this position put the County at risk of violating any RCW, WAC, or contractual obligations? Yes No
 - i. If yes, provide details and references to applicable regulations: Juvenile Court services are mandated per the Juvenile Justice Act of 1977, requiring supervision, monitoring, and court reporting for youth under it's authority. Applicable RCW's include but are not limited to: 9, 9A, 13.04, 13.24, 13.32A, 13.34, 13.40, 26, 28A, 43, and associated WAC's.
- Is this position required to maintain mandated services or regulatory compliance?
Yes No
 - i. If yes, specify the mandates impacted by this role: 13.04.040: Court ordered supervision, timely reporting to Juvenile Court, monitoring of compliance with disposition orders, implementing evidence-based practices mandated by the legislature, maintaining public safety, and youth accountability requirements including powers of arrest; 13.24: Interstate Compact for Juveniles;



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13.40: Diversion, Deferred Disposition, Special Sex Offender Disposition, Substance Use/ or
Mental Health Disposition Alternative.

5. Strategic & Organization Considerations

- Does this position align with long-term strategic goals for the department? Yes No
For the organization? Yes No
 - i. If yes, explain how this position supports future planning and growth:
For the Department: This position supports evidence-based juvenile supervision, early intervention, effective case management, rehabilitation and reduced recidivism. Maintaining appropriate staffing levels is essential to effective supervision, being proactive rather than reactive, and achieving positive outcomes for youth and communities.
For the Organization: The position supports County-wide goals related to public safety, community well-being, legal compliance, and delivering responsive public service.
- Are there any upcoming changes in federal or state funding that could impact the sustainability of this role? Yes No
 - i. If yes, describe potential risks and contingency plans:

Section 3: Supporting Documentation

Please attach the following documents with your completed form:

- Current Organizational Chart (showing position placement)
- Budget Impact Analysis (if applicable)
- Current Schedule A
- Grant Funding Documentation (if applicable)
- Any Additional Supporting Documents

Section 4: Department & Administrative Review

Prepared by:

- Name: Kimberly Burns
- Title: Court Services Manager
- Date: 12/23/25

Department Head Approval (if different than above):

- Name: Jody Jacobsen
- Title: Director



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TODD MIELKE, COUNTY ADMINISTRATOR

- Date: 12/30/25

Department Head Signature: _____



1d
JAN 12 2026

AGENDA ITEM SUMMARY

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

Department: Noxious Weeds

WORK SESSION Meeting Date: January 12, 2026

REGULAR AGENDA Meeting Date: January 20, 2026

Required originals approved and attached?
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 13001-381-26-001 | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance | <input type="checkbox"/> Final Ordinance | <input type="checkbox"/> Other |

Documents exempt from public disclosure attached:

Executive summary:

Contract with Washington Department of Agriculture and Washington State Noxious Weed Control Board that provides funding for Clallam County Noxious Weed Control Board to assist willing landowners to treat shiny geranium. Shiny geranium is a rare noxious weed in Clallam County but has the potential to spread rapidly into our forests, negatively affecting the economy and environment. This funding will allow us to work towards eradicating shiny geranium in Clallam County.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached?
We will submit a budget amendment to add this revenue to the 2026 budget.

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

County Official signature & print name:  Christina St John

Name of Employee/Stakeholder attending meeting: Christina St John

Relevant Departments: Noxious Weeds

Date submitted: 1-7-2026

* 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)

Contract Number: K6452

**INTERAGENCY AGREEMENT
BETWEEN
THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
CLALLAM COUNTY
AND ITS AGENT
THE CLALLAM COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture, hereinafter referred to as "WSDA," and Clallam County Noxious Weed Control Board, hereinafter referred to as "Clallam County."

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for eradication of the Class A noxious weed shiny geranium (*Geranium lucidum*) in Clallam County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Clallam County, through its agent the Clallam County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A and B" which are attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2025, and be completed on or before June 30, 2026, unless terminated sooner as provided herein.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. This is a performance-based contract, in which payment to the recipient (Mason County) is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed \$2,500. WSDA will not authorize reimbursement for administrative overhead charges. Only reasonable costs incurred directly related to the activities specified in the plan of work (Attachment A) and proposal (Attachment B) will be reimbursed under this Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded.

BILLING PROCEDURE

Clallam County shall submit a properly completed invoice to the WSDA Agreement administrator. Reference WSDA Contract number [K6454] on each invoice. Payment to Clallam County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 10 days after the expiration date or the end of the fiscal year (June 30th, 2026), whichever is earlier.

BILLING DETAIL

Each invoice voucher submitted to Agency by the Contractor shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. At a minimum, the Contractor shall specify the following:

- a. WSDA Agreement Number K6452.
- b. The cost for each deliverable, service provided, task completed, or item purchased.
- c. The total number of hours worked for each employee or contracted labor.
- d. The total amount of taxes. (If applicable)
- e. Any other applicable information.
- f. The total invoice charge.

DUPLICATION OF BILLED COSTS

The Contractor shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination;
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions;
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables; or,
- d. Pursue such other alternative as the parties mutually agree to writing.

MAINTENANCE OF RECORDS

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

SITE SECURITY

While on Agency premises, Clallam County, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Clallam County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; or any similar statute involving Clallam County in the procurement of

or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Clallam County and its agent the Clallam County Noxious Weed Control Board as it could pursue in the event of a breach of the Agreement by Clallam County. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

FUNDING CONTINGENCY

WSDA may unilaterally terminate all or part of this contract, or may reduce its plan of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Clallam County and its agent the Clallam County Noxious Weed Control Board shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Clallam County and its agent the Clallam County Noxious Weed Control Board shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. The Terms and Conditions of this Agreement;
- c. Plan of work (Attachment A);
- d. Proposal (Attachment B); and
- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the

terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for WSDA is: Mary Fee, Executive Secretary
WA State Noxious Weed Control Board
P.O. Box 42560
Olympia, Washington 98504-2560
Phone: (360) 902-2053
Fax: (360) 902-2094
mfee@agr.wa.gov

The Agreement administrator for Clallam County is: Christina St John, Coordinator

Clallam County Noxious Weed Control Board
223 E 4th St Ste 15, Port Angeles WA 98362
Phone: 360-417-2442
christina.stjohn@clallamcountywa.gov

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

CLALLAM COUNTY

By: _____ By: _____
Title: Assistant Director, Plant Protection Division Title: Chair, Board of County Commissioners
Date: _____ Date: _____

Approved as to form only by:

Jay Reno
Civil Deputy Prosecuting Attorney
Clallam County

ATTACHMENT A

Plan of Work
Clallam County
and its agent the Clallam County Noxious Weed Control Board
Shiny Geranium
Ending June 30, 2026

The Clallam County Noxious Weed Control Board will treat the class A noxious weed, shiny geranium (*Geranium lucidum*,) with the goal of eradication.

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

DELIVERABLES

The Clallam County Noxious Weed Control Board will accomplish all proposed tasks as stated in the proposal (Attachment B). The Clallam County Noxious Weed Control Board shall submit a final written report to the Washington State Noxious Weed Control Board, on or before June 30, 2026. The report shall include, at a minimum, the following information:

1. Details of herbicide use including application methods, rates and equipment.
2. Flower and seed head control details.
3. Copies of spray records where applicable.
4. Digital and hard copy photos of the infestation before, during and after treatment.
5. Details of communication with landowners where applicable.
6. Future plan for follow-up treatments and infestation monitoring.

Attachment B, Proposal

Attached separately as a PDF.

**FY26 Class A and B Designate Noxious Weed Eradication Program Request
for Proposals
Washington State Noxious Weed Control Board**

GENERAL INFORMATION

Posted Date: Wednesday May 26th, 2025

Due Date for Proposals: **Monday, July 7th, 2025**

Funding Instrument Types: Interagency Agreement or Purchased Service Contract

AGENCY CONTACT INFORMATION

Washington State Noxious Weed Control Board - Attn: Mary Fee

P.O. Box 42560; 1111 Washington Street; Olympia, WA 98504

Phone: (360) 561-4428

Email: MFee@agr.wa.gov

FUNDING OPPORTUNITY DESCRIPTION

The Washington State Noxious Weed Control Board (WSNWCB) is soliciting proposals for projects to eradicate Class A and B Designated Noxious Weeds in the State. Up to \$15,000 may be available this fiscal year, which ends **June 30, 2026**. The WSNWCB has set a maximum request amount of \$5000.

Proposals to eradicate plants listed as Class A Noxious Weeds (as listed in WAC 16-750-005) or Class B Noxious Weeds Designated for control by the state (as listed in WAC 16-750-011) are eligible if they include the required proposal elements. All proposals must adhere to the principles of Integrated Pest Management (IPM) as described in RCW 17.15.

ELIGIBLE APPLICANTS AND REQUIREMENTS

- County Noxious Weed Boards, County Noxious Weed Programs, and County Noxious Weed Districts We will consider priority to Class A species and Class B Designated by the state species.
- Representation at the July 18th state noxious weed board meeting either in person or Zoom is required.
- Projects will only be funded for control efforts to include herbicide purchase, equipment costs, crew-time and/or contractors. Surveying in-conjunction with control will be considered. Survey only projects will not be funded.
- Projects with landowner participation will be ranked higher than those that do not have landowner participation.
- Projects with matching funds from other entities will be ranked higher than those that do not have matching funds. County match is greatly encouraged.
- The intent is to eradicate class A noxious weed species or class B designated species that are very limited distribution.

**FY26 Class A and B Designate Noxious Weed Eradication Program Request
for Proposals
Washington State Noxious Weed Control Board**

Applicant's name: Christina St John

Agency/organization name: Clallam County Noxious Weed Control Board

Mailing address: 223 E 4th St Ste 15, Port Angeles WA 98362

Email address: christina.stjohn@clallamcountywa.gov

Phone number: 360-417-2442

Please have a representative available for questions at the Washington State Noxious Weed Control Board Meeting July 18th, either in person or via Zoom. Zoom login information will be sent out prior to the meeting. Proposals without representation will not be considered.

Please provide brief background information about the lead organization and partners:

Clallam County Noxious Weed Control Board is the regulatory agency responsible for educating the public about noxious weeds, surveying for regulated noxious weeds and working with landowners to ensure that regulated noxious weeds are controlled as required by RCW 17.10.140. We also have contracts and grants to treat noxious weeds for Clallam County Roads Department, Olympic National Forest, Jamestown S’Klallam Tribe and other state and local organizations. We work with over 30 federal, state, local and tribal governmental agencies and non-profit organizations to ensure that noxious weeds are being controlled within Clallam County.

Name of the Class A or B Designated noxious weed: shiny geranium (*Geranium lucidum*)

Current total known acres in your county (please specify if using total infested acreage or total solid acreage):

Approximately 9 total solid acres

How much of this acreage/infestation will be treated in this proposed eradication project?

Approximately 8.5 acres

Please briefly describe the nature of the known infestation, including number of known sites or populations (if applicable), geographic extent, habitat types, and if the infestations are on private lands, public lands, or both. Date when infestation was first identified.

Shiny geranium is rare in Clallam County and if established, could have catastrophic effects on our forest ecosystems, including in Olympic National Park, Olympic National Forest, Dungeness Wildlife Refuge and various state and local parks and protected areas. We have identified 5 separate infestations on 9 private parcels, one state park and one county road. All infestations are found in eastern Clallam County. The first known infestation was discovered in 2014, with new infestations identified in 2023, 2024 and 2025. The largest infestation, near Port Williams, was identified in 2025. Almost all of the infested sites have shiny geranium located along driveways and roadways, indicating that the seeds were brought to the

**FY26 Class A and B Designate Noxious Weed Eradication Program Request
for Proposals
Washington State Noxious Weed Control Board**

site via vehicles and a high likelihood that the seeds will be spread to new locations without treatment. At the Port Williams site, shiny geranium has moved from the driveways of residences and has infested timberlands.

Do you plan to treat all sites in your county or jurisdiction, or will you target specific sites?

We will be assisting in treating any sites where we get landowner permission. We currently have permission to assist with treatment on 7 parcels. Within those sites, we will be focusing on infestations adjacent to roadways, driveways, structures and other high-trafficked areas. We will also be teaching landowners how to identify and treat shiny geranium, including herbicide mixing and spray demonstrations.

For the parcels that we do not have landowner permission to treat, we have helped the landowner develop a weed treatment plan and have been monitoring their progress on a regular basis. We continue to offer to assist with treatment.

What IPM methods and materials are to be used in the eradication project? Include information on the timing of each control measure. Please note that all treatments paid for by this pass-through funding must occur on or before June 30, 2026.

For the larger infestations, we will be assisting landowners with applying herbicide during the months of March and April. In sensitive areas, such as garden beds, we will be assisting landowners in manually removing and disposing of shiny geranium, which can be performed between March and June.

What previous control work has been done (include any IPM methods)? Include information on the timing of each control measure and outcomes. If none please state so.

We have previously used manual removal for very small infestations and have seen successful control and eradication. We first began herbicide treatments for shiny geranium in May of 2025 and preliminary observations show good control. We believe we would get better control if treatment occurred earlier in the spring. We have been reaching out to other noxious weed control programs that have been treating shiny geranium for advice on herbicide use and timing.

Please briefly describe steps to assure that all applicable laws will be followed if herbicides are used, e.g., permit coverage, applicant licensing, site-posting.

Our applicator has a WA pesticide applicator's license with an aquatic endorsement. While none of our sites are located near water, the program applies for and receives an Aquatic Noxious Weed Control NPDES permit every year. This funding would be used to assist treatment on private property and the herbicides used do not require posting notices, though we are happy to do so at the owner's request. We speak with all the landowners and give them information on what herbicides we use, as well as providing recommendations on what herbicides we recommend they utilize to continue treatment.

**FY26 Class A and B Designate Noxious Weed Eradication Program Request
for Proposals
Washington State Noxious Weed Control Board**

Do you anticipate that enforcement of Washington State noxious weed law might be necessary in the process of the eradication? If yes, please provide a brief description of the readiness of involved county weed board(s) to carry out such enforcement within the proposal period.

There is one property where enforcement may be necessary, though we have seen greater compliance from the landowner over the last year. While we do not anticipate pursuing an enforcement, the program has pursued successful enforcements of non-compliant properties in the past, including in 2024. None of the funding requested would be used for an enforcement action.

If the infestation to be eradicated lies in more than one county or jurisdiction, please provide a brief description of any coordinated efforts to treat and eradicate the entire infestation in all applicable jurisdictions.

The shiny geranium infestations in Clallam County span between private and public lands but are all within Clallam County. The program already has contracts to control noxious weeds along county-owned roads and rights-of-way and on lands owned by agencies and tribal governments listed above. We also have working relationships with most land-owning agencies in Clallam County, so we are able to quickly work with other entities to control infestations.

Please describe local support (include match funding or in-kind efforts from local groups, county, municipalities, or volunteer efforts.)

Clallam County NWCB has funding for surveying and contacting landowners with shiny geranium as well as helping landowners develop treatment plans and teaching them methods to successfully treat shiny geranium. We also have funding through the Clallam County Roads Department to treat all shiny geranium on the one county road that it is currently found on, plus money to treat it and other noxious weeds on all county-owned roads. The funding requested would allow us to assist in treating shiny geranium on private properties.

Please describe any post-eradication plans to monitor the project area, prevent, and respond to any infestation. Will you be conducting any outreach with landowners to help in early detection?

Our inspector will be monitoring these properties multiple times a year. We have already begun educating those landowners on how to identify shiny geranium. We also plan on expanding our outreach by sending mailers to the entire neighborhoods where shiny geranium has been found so landowners can start looking for it. This effort is funded through a different source.

Estimated date when the current infestation would be eradicated (no living plants or propagules), if it were assumed that the requested funding and the matching funds of project partners were continued annually.

Various sources state that shiny geranium has a seed viability of 2 years, while other invasive geraniums have a seed viability of up to 5 years. We hope to have the infestations eradicated in that time frame. The

**FY26 Class A and B Designate Noxious Weed Eradication Program Request
for Proposals
Washington State Noxious Weed Control Board**

inspection and outreach program is funded through the noxious weed assessment and will be stable for the entire length of this project.

Dollar amount of funding requested for FY26 (\$5000 maximum):

\$2,000

Matching funds, whether cash or in-kind, offered by other project partners not otherwise included above. Note that matching funds are not required, but discussion and disclosure of matching funds are required. If there are no matching funds, please state this.

We are proposing that the inspection work performed by Clallam County NWCB on shiny geranium survey and landowner outreach, as well as treating shiny geranium on the one county road that is has been found on, count as matching funds. We estimate that matching funds will equal \$3,100 (composed of salary, transportation, mailers).

Successful Projects will be required to submit accomplishments and a final report.

2a

JAN 12 2026



AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION **Meeting Date: January 12, 2026**

REGULAR AGENDA **Meeting Date: January 20, 2026**

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 Letter of Support

Documents exempt from public disclosure attached:

Executive summary:

Letter of support for grant funding for the Edgewood Drive Wastewater Line Project. This is a collaborative sewer infrastructure project initiative led by the Lower Elwha Klallam Tribe in partnership with the City of Port Angeles, and the Port of Port Angeles.

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?)

Consider the attached draft letter of support.

County Official signature & print name: Steve Gray 

Name of Employee/Stakeholder attending meeting: Steve Gray, Joe Donisi

Relevant Departments: Public Works

Date submitted: January 7, 2026

* Work Session Meeting - Submit 1 single sided/not stapled copy BOCCAgenda Item_Letter of Support (1-20-26)
 ** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



Board of Clallam County Commissioners

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

Email: commissioners@clallamcountywa.gov

TODD MIELKE, County Administrator

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

January 20, 2026

To Whom It May Concern:

Clallam County is pleased to provide this letter of strong support for the Edgewood Drive Wastewater Line Project, a collaborative infrastructure initiative led by the Lower Elwha Klallam Tribe in partnership with the City of Port Angeles, and the Port of Port Angeles.

The Tribe funded design and construction of a segment of the Edgewood Drive Wastewater Line Project with the recent installation of: 1) approximately 3,500 feet dry sewer line along Dry Creek Road (a County Road) between Edgewood Drive (a County Road) and US 101; and 2) approximately 400 feet along the north side of Edgewood Drive, including a boring under Dry Creek. Construction was coordinated with Clallam County to take advantage of installing the dry sewer line concurrent with the County's 2023 Dry Creek Road Improvement Project. This cooperative planning effort for concurrent road and sewer line improvements avoided a scenario that would have required impacts to and reconstruction of Dry Creek Road improvements and resulted in construction disruption to businesses and residents to install the sewer line later when full sewer project funding was secured.

This project will build on the Tribes investment by extending a gravity sewer line connecting Tribal property located west of Dry Creek Road along U.S. Highway 101 and completing the north extension of the sewer line from Edgewood Drive to connect to the City of Port Angeles Sewer System and Wastewater Treatment Facility. This project represents the most efficient, sustainable, and environmentally responsible solution for meeting current and future wastewater needs in this corridor

Completing the Edgewood Drive Wastewater Line Project will allow for connection of two Tribal properties totaling over 50-acres located along US 101 at and near the US 101 and Dry Creek Road intersection to the City of Port Angeles Wastewater System. These Tribal properties include several existing businesses and a health clinic currently served by on-site sewage systems. Connection of existing development to City sewer will improve protection of water resources and public health and provides the necessary infrastructure to support further economic development and job creation on the large areas of remaining undeveloped lands associated with these two Tribal properties.

Clallam County is a rural and economically distressed area where strategic infrastructure investment is essential to supporting economic recovery, public health, and long-term community resilience. Completion of the proposed wastewater line will not only serve Tribal lands, but will also provide future capacity for nearby properties, supporting regional economic development and responsible growth consistent with County planning goals. For example, the project will extend the sewer line north of Edgewood Drive through currently vacant or underdeveloped industrial zone areas adjacent to or near the William Fairchild International Airport providing infrastructure to support economic development opportunities.

The Edgewood Drive Wastewater Line Project will also provide key sewer infrastructure improvements needed to support growth within the western Port Angeles Urban Growth Area (PAUGA). Lack of sewer availability along the Edgewood Drive corridor and between Edgewood Drive and US 101 have been a major limiting factor to economic development and redevelopment in the western PAUGA. For example, the project upon completion will make investment into future sewer line extensions along the approximately one-mile Edgewood Drive corridor characterized by industrial and mixed-use development and zoning possible and attractive, while also improving protection of water resources and public health.

This project aligns closely with Clallam County's priorities to:

- Support regional infrastructure that enables sustainable economic development;
- Protect water quality and environmentally sensitive resources;
- Strengthen intergovernmental collaboration among Tribal, local, and port jurisdictions; and
- Leverage federal and state funding opportunities for rural and distressed communities.

We strongly encourage funding partners to support the Edgewood Drive Wastewater Line Project as a model of effective intergovernmental cooperation that delivers tangible benefits to Tribal members, County residents, City of Port Angeles residents, businesses, and the broader Clallam County region.

Thank you for your consideration and continued support of collaborative infrastructure projects that strengthen our communities.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



3a
JAN 12 2026

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION **Meeting Date: 01/12/26**

REGULAR AGENDA **Meeting Date: 01/20/26**

Required originals approved and attached?
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 334.24.011-2 | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance | <input type="checkbox"/> Final Ordinance | <input type="checkbox"/> Other |

Documents exempt from public disclosure attached:

Executive summary:

Delays in finalizing the County's DRAFT Comprehensive Plan Update, required under the Growth Management Act, have extended the need for the services of Facet NW, Inc. beyond the original completion date of December 31, 2025. All other information remains the same. On June 04, 2024, a PSA was recorded by the BOCC for contracted services with Facet NW, Inc. (Contract 334.24.011). The Department of Community Development and Facet NW, Inc. are requesting to extend the contract end date to May 31, 2026 to ensure completion of this required update.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?**
No Budget action needed. Date change only.

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

Recommend BOCC review and approve Amendment.

County Official signature & print name: Tim Havel 

Name of Employee/Stakeholder attending meeting: Tim Havel

Relevant Departments: Department of Community Development

Date submitted: 12/31/25

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

Agenda Item Summary - Contract Amendment 2
Revised: 3-04-2019

334-24-011-2

**AMENDMENT # 2
ORIGINAL AGREEMENT #334.24.011**

The Contractor and the County agree to amend Personal Services Agreement #334.24.011 as set forth below under Terms of Amendment.

TERMS OF AMENDMENT:

The term of the Agreement is extended to May 31, 2026.

All other terms and conditions of the original contract and any amendments thereto remain in effect.

Date: _____, 2025.

**CONTRACTOR
Facet**

**BOARD OF CLALLAM COUNTY
COMMISSIONERS**

Mike French, Chair

Print name: Dan Nickel

Title: Executive Vice President

Date: December 29, 2025

ATTEST:

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

Loni Gores, MMC, Clerk of the Board

Approved as to form only by:
Jay Reno 12/31/25
**Civil/Deputy Prosecuting Attorney
Clallam County**

334-24-011-1

2m

DEC 31 2024

**AMENDMENT # 1
ORIGINAL AGREEMENT #334.24.011**

The Contractor and the County agree to amend Personal Services Agreement #334.24.011 as set forth below under Terms of Amendment.

TERMS OF AMENDMENT:

The term of the Agreement is extended to December 31, 2025.

All other terms and conditions of the original contract and any amendments thereto remain in effect.

Date: 31 December, 2024.

CONTRACTOR
Facet



BOARD OF CLALLAM COUNTY
COMMISSIONERS



Mike French, Chair

Print name: Dan Nickel

Title: Executive Vice President

Date: December 9, 2024

ATTEST:


Loni Gores, MMC, Clerk of the Board

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



Contract 334.24.011

2d

JUN 04 2024



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: Facet NW, Inc.
Address: 9706 4th Ave NE
Seattle, WA 98115
Phone No: 425-650-1317

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 19th day of April 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 4 day of May 2024.

CONTRACTOR [Signature]

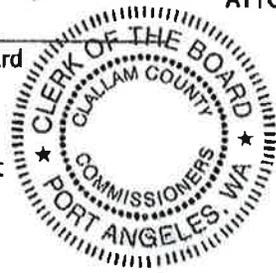
BOARD OF CLALLAM COUNTY COMMISSIONERS
[Signature]
Mike French, Chair
[Signature]
Randy Johnson

Print name: Dan Nickel
Title: Executive Vice President
Date: April 19, 2024

ATTEST:
[Signature]
Lohl Gores, MMC, Clerk of the Board

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5



Approved as to form only by
[Signature]
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SCOPE OF WORK

This scope of work covers assistance by Facet NW, Inc. (Consultant) to Clallam County (County) to help complete a periodic update of the County's Comprehensive Plan.

Task 1: Project Initiation and Coordination

Task 1.1: The Consultant will hold an initial kickoff meeting with County staff to develop a short project charter that outlines goals, roles and responsibilities, and key contacts as well as a more detailed project schedule that follows the work plan referenced in Clallam County's contract with Commerce. The Consultant will monitor task development and ensure deliverables are completed within the project schedule.

Task 1.2: The Consultant will draft a Public Engagement Plan (PEP), with assistance from County staff, to inform the County's comprehensive plan update. The PEP will guide the use of a variety of materials and techniques, such as informational posters, public notice postcards, and project brochures – for use at all types of public meetings, whether virtual or in-person open houses or Planning Commission/ Board of Commissioners meetings. This may also include identifying use of a community survey as needed to enhance opportunities for diverse community input.

The County will lead all public outreach activities, including meeting coordination, public noticing, and material preparation. The Consultant team will help support these efforts on a limited basis, as needed. This may include preparing outreach materials and attending public meetings. Due to the limited nature of these tasks, these requests will be covered under project contingency funding, as identified in the budget.

Task 1.3: Regular meetings with County staff and the Consultant team will occur throughout the project duration.

Deliverables:

- 1.1 Kickoff meeting and draft and final project charter
- 1.2 Draft and Final Public Engagement Plan
- 1.3 Regular team meetings with County staff

Assumptions:

- The County will handle the overall responsibility of managing the update process, tracking the project schedule, ensure deliverables are met, organize/schedule meetings, etc.
- The County will lead all public outreach activities and public meetings as outlined above.

Task 2: Review and Update Comprehensive Plan

Task 2.1: The Consultant will review the existing Comprehensive Plan, maps, and development regulations and processes and complete an early draft Commerce checklist.

Task 2.2: The County will take the lead on updating the Comprehensive Plan Elements. The Consultant will use the Commerce periodic update checklist completed under Task 2.1 to identify where policy changes may be needed.

Goals for making policy changes may include:

- Consistency with the Growth Management Act (building off the completed Commerce checklist)
- Consistency with the Countywide Planning Policies
- New definitions of key terms that may be added and reviewing existing definitions to ensure consistency
- Review of existing policies that dictate action to ensure they are still relevant or whether they need to be removed and modified

The Consultant will conduct a policy gap analysis of the existing comprehensive plan and prepare a memo summarizing policy and development regulations changes that will be needed to ensure consistency with the new GMA-compliant comprehensive plan. This will include example or template language for new policies as appropriate.

Task 2.3: The Consultant will also coordinate closely with County staff and County GIS data to update the County's land capacity analysis with development that has occurred since the last comprehensive plan update and provide an updated Future Land Use Map.

Task 2.4: The Consultant will help prepare a limited supplemental Environmental Impact Statement (EIS) based off the previously completed Final EIS (FEIS) to address updates to the Future Land Use Map. This does not include analysis of UGA expansions or future docket requests. Such additional items may be included under the project's contingency budget, upon request. However, given the condensed project schedule, such additional items may affect final completion. The County is the responsible entity for the EIS and will handle project management responsibilities, including timeline management. The Consultant, when specified, will be responsible for certain deliverables necessary for EIS documentation.

Task 2.5: The Consultant will update the Capital Facilities Plan in coordination with Public Works staff.

Task 2.6: The Consultant team will develop a Housing Needs Assessment and Gap Analysis that will help document the County's compliance with new housing element requirements and determine the extent of land use element changes.

Deliverables:

- 2.1 Completed draft Commerce Checklist
- 2.2 Assist County with applicable templates for Comp Plan Elements
- 2.3 Updated Future Land Use Map
- 2.4 Supplemental EIS
- 2.5 Capital Facilities Plan Update
- 2.6 Housing Needs Assessment and Gap Analysis

Assumptions:

- The County will take the lead on updating the Comprehensive Plan Elements.
- The County will update the Sewer/Water Development Plan.
- The County will update the Rural Lands Component.
- The County will lead any review/update of sub-area plans.
- The supplemental EIS to address the updated Future Land Use Map does not include analysis of UGA expansions or future docket requests.
- The County will lead the SEPA process.

Task 3: Critical Areas Ordinance

In support of the County's efforts to update its Critical Areas Ordinance (CAO), the Consultant will provide an updated review of Best Available Science and a Gap Analysis of the existing CAO to help identify areas where CAO amendments may be needed. The County will lead the preparation of any amendments to the CAO, including public review process. The Consultant will be available on a limited basis to provide input on regulatory development.

Deliverables:

- 3.1 BAS review summary
- 3.2 Gap Analysis of the existing CAO
- 3.3 Assist with regulatory updates, as needed

Assumptions:

- The County will take the lead on updating the CAO regulations.

Task 4: Review and Update of Development Regulations

The County will lead the update to the development regulations, including public review process. The Consultant will provide technical assistance, as needed, including review of the County's development regulations to help identify any deficiencies.

Deliverables:

4.1 Assist in identifying deficiencies in the existing development regulations

Assumptions:

- The County will take the lead on updating the development regulations, including the public review process.

Task 5: Implementation Matrix and Public Review

The County will lead the public review process, including meetings with the Planning Commission and Board of County Commissioners. The Consultant may provide support and attendance, as requested. These requests will be covered under project contingency funding, as identified in the budget.

The Consultant will provide the County with a Public Participation and Outreach Summary Report template.

Deliverables:

5.1 Public Participation and Outreach Summary Report template

Assumptions:

- The County will lead all public outreach activities and public meetings as outlined above.

General Assumptions

- All tasks include routine coordination (i.e., email, phone, virtual meetings) with County staff needed to complete the task.
- Comments provided to the consultant team by County staff will be consolidated.
- Deliverables will typically have one round of review by County staff. If the revised deliverable still does not meet County satisfaction, additional minor revisions will be performed by the consultant team.
- The County will record and track the public record.
- Anticipated expenses include standard per diems, mileage, and reprographic services for meeting materials. It is anticipated that the County will be responsible for the printing of all other meeting materials.
- The Consultant will perform the scope of work according to the agreed upon timeline with the goal of completing all deliverable tasks by June 30, 2025. However, many facets of these tasks, including County and Commerce coordination, public outreach efforts, and local adoption processes and timelines, may be outside of the control of the Consultant. The County is ultimately responsible for performance of the Commerce grant agreement.
- Use of project contingency funds are only to be used with County direction and approval.

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee not to exceed TWO HUNDRED SIXTY FOUR THOUSAND TWENTY ONE DOLLARS (\$264,021) 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:

<i>Name/Position</i>	<i>Hourly Rate</i>
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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 travelling on county business.

OR

c. Other (specify):

BUDGET

TASK	DESCRIPTION	TOTAL
Comprehensive Plan Update		
Task 1	Project Initiation and Coordination	\$40,894
Task 2	Review and Update Comprehensive Plan	\$115,176
Task 3	Critical Areas Ordinance	\$29,266
Task 4	Review and Update Development Regulations	\$31,845
Task 5	Implementation Matrix and Public Review	\$4,622
Expenses		\$2,218
Sub-Total		\$224,021
Project Contingency		\$40,000
TOTAL		\$264,021

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 and indemnify the County, its officers, officials, and employees, 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), to the extent caused by the Contractor's negligent 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 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, 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, 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: Bruce Emery
 Title: Director, Department of Community Development
 Address: 223 E. 4th St, Ste 5, Port Angeles, WA 98362
 Telephone: 360-417-2323
 E-mail: Bruce.Emery@ClallamCountyWA.gov
 Fax: 360-417-2443

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	\$	per occurrence
	\$	aggregate
Property damage	\$	per occurrence
	\$	aggregate
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY claim**

	\$	per occurrence
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- WORKERS COMPENSATION:**

	Statutory amount
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- 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:

	\$	per occurrence
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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 indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) 3b
JAN 12 2026

Department: Department of Community Development

WORK SESSION **Meeting Date:** 1/12/2026

REGULAR AGENDA **Meeting Date:** 1/20/2026

Required Originals Approved and Attached?

Will be provided on:

Item Summary:*

- | | | |
|---|---|--|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU** | Contract # |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance | <input type="checkbox"/> Final Ordinance | <input checked="" type="checkbox"/> Other Request for Extension on land division |
- Documents exempt from public disclosure attached:

Executive Summary:

The Department of Community Development received a request for a 12 month extension of LDV2018-00034, approved for a 66-lot binding site plan. A hearing was conducted February 7, 2019 in front of Clallam County Hearing Examiner and a decision was rendered February 25, 2019. The Hearing Examiner decision was appealed to Superior Court under a LUPA. The Court affirmed the Hearing Examiner's decision on March 10, 2021, establishing the expiration date of the land division to March 10, 2026.

In accordance with CCC 29.19.300 a request for a one-time 12-month extension may be granted from the Board of Commissioners if it is shown that improvements of at least 50% of the cost of all required improvements have been installed. A certified letter from Tracy Gudgel, Engineer from Zenovic and Associates, has been provided indicating that over 50% of the required improvements have been installed. The extension is being sought to allow the completion of the remaining work following the delays that have been caused by the current rains.

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

None

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

Approve extension of LDV2018-00034. New expiration date will be March 10, 2027.

County Official Signature:

Bruce Emery, Bruce W. Emery

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

Relevant Departments: DCD

Date Submitted: 1/7/2026

* Submit original and 5 copies
** Submit 3 originals and 5 copies



CIVIL ENGINEERING

301 East 6th Street, Suite 1
Port Angeles, Washington 98362
(360) 417-0501
E-mail: office@zenovic.net

January 5, 2026

Clallam County Department of Community Development
223 East Fourth Street
Port Angeles, WA 98362

SUBJECT: Atterberry Landing Binding Site Plan – LDV2018-00034, Clallam County, Washington

Dear Ms. Clark:

This office has reviewed the conditions of approval for the proposed binding site plan for Atterberry Landing along Atterberry Road. This office also been performing periodic inspections during construction to verify compliance with the approved plans. This office has also been tracking the work completed to date based on the bid from Seton Construction.

Based on the conditions, the inspections, and our review of the completed scope of work to date it has been determined that the total improvements completed to date exceed 52 percent of the total construction cost.

This office certifies that over 50 percent of the required improvements have been installed to date for the proposed Atterberry Landing Binding Site Plan - LDV2018-00034.

Please call if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tracy Gudgel', is written over the word 'Sincerely,'.

Tracy Gudgel, P.E.

Fc: 17052



**BEFORE THE HEARING EXAMINER
FOR CLALLAM COUNTY**

In the Matter of the Application of	)	No. LDV2018-00034
)	
Chris Anderson, on behalf of	)	CA Homes Binding Site Plan
CA Homes, Inc.)	
)	
	)	FINDINGS, CONCLUSIONS,
<u>For Approval of a Binding Site Plan</u>	)	AND DECISION

SUMMARY OF DECISION

The request for approval of a binding site plan (BSP) to allow phased development of a 66-lot, manufactured-home park for ages 55 and older on approximately 8.66 acres of a 15.5-acre lot near the corner of Hooker and Atterberry roads is **APPROVED**. Conditions are necessary to address specific impacts of the proposal.

SUMMARY OF RECORD

Hearing Date:

The Hearing Examiner held an open record hearing on the request on February 7, 2019.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

Donella Clark, County Senior Planner
Greg Ballard, County Senior Planner
Steve Gray, County Planning Manager
Ray Bradford, County Public Works Department Engineer
Chris Anderson, Applicant Representative
Tracy Gudgel, Project Engineer
Debra Stevens
Stuart McColl
Donna MacLean
Janet Green
Gary Morgison
Deborah Hansen

Attorney Alex Sidles represented a citizens group, Concerned Atterberry Neighbors (CAN), at the hearing.

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated January 31, 2019

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
CA Homes, Inc., Binding Site Plan, No. LDV2018-00034

2. Land Division Application, received December 5, 2018; Preliminary Site Plan (Sheet C1), dated December 5, 2018
3. Site Plans, dated December 12, 2018:
 - a. Preliminary Site Plan (Sheet C1 of 3)
 - b. Preliminary Stormwater and Erosion Control Plan (Sheet C2 of 3)
 - c. Preliminary Details (Sheet C3 of 3)
4. Preliminary Road Section – Atterberry Road (Sheet 1 of 1), dated December 21, 2018
5. Statutory Warranty Deed (No. 2016-1342345), filed November 16, 2016
6. Email from Tracy Gudgel to Donella Clark, dated January 3, 2019
7. Letter from Tracy Gudgel to Donella Clark, dated January 29, 2019
8. Letter from Tracy Gudgel to Donella Clark, dated January 29, 2019
9. Revised Preliminary Site Plan (Sheet C1 of 3), dated January 29, 2019
10. Informal Conference Note, Washington State Department of Natural Resources, dated February 7, 2019
11. Flood Hazard Boundary Map, revised April 4, 1978; Flood Insurance Rate Map, Panel Number 530021 0510 D, revised December 5, 1989
12. Sidewalk and Trail Plan (Figure 10-2), dated May 2000
13. Critical Aquifer Recharge Area Report, Richard Martin Groundwater LLC, dated December 21, 2018
14. Traffic Impact Analysis, Jake Traffic Engineering, Inc., dated November 16, 2017
15. Preliminary Stormwater Control Plan, Zenovic & Associates, Inc., dated April 6, 2018
16. Wetland Delineation Report, Ronald Garcelon – Olympic On-Site, dated June 29, 2017
17. Wetland Delineation Report, Westech Company, dated June 2018
18. Mitigation and Habitat Management Plan, Westech Company, dated March 2018
19. Atterberry Landing Project, State Environmental Policy Act (SEPA) Report, Westech Company, dated April 2018
20. Revised Mitigated Determination of Nonsignificance, issued January 11, 2019; Memorandum from Donella Clark to Steve Gray, dated January 11, 2019
21. Email from Pinky Mingo to Donella Clark, dated May 23, 2017, with email string
22. Email from Annette Warren to Donella Clark, dated April 12, 2018, with email string
23. Email from Pamela Sanguinetti to Tracy Gudgel, dated June 25, 2018, with email string
24. Email from Sue Waldrip to Donella Clark, dated December 11, 2018
25. Email from Steve Jackson to Donella Clark, dated December 13, 2018, with email string
26. Email from Meggan Uecker to Donella Clark, dated January 2, 2019, with email string
27. Email from Carol Creasey to Donella Clark, dated January 4, 2019
28. Letter from Ray Bradford to Donella Clark, dated January 9, 2019
29. Notice of Complete Application, dated December 20, 2018
30. Notice Materials:
 - a. Declaration of Mailing, dated January 11, 2019; Memorandum from Donella Clark to Interested Parties, dated January 11, 2019
 - b. Declaration of Mailing, dated January 18, 2019; Memorandum from Donella Clark to Interested Parties (Revised), dated January 18, 2019
 - c. Declaration of Posting, dated January 4, 2019
 - d. Declaration of Posting (Revised), dated January 11, 2019

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
CA Homes, Inc., Binding Site Plan, No. LDV2018-00034

- e. Affidavit of Publication, *Peninsula Daily News*, dated January 14, 2019; Classified Proof, Notice of Application and Public Hearing, *Peninsula Daily News*, published January 13, 2019
- f. Affidavit of Publication, *Peninsula Daily News*, dated January 21, 2019; Classified Proof, Notice of Application and Public Hearing, *Peninsula Daily News*, published January 20, 2019
- 31. Email from Donna MacLean to Tami Bretitbach, dated January 5, 2019
- 32. Email from Jim Bell to the Department of Community Development, dated January 9, 2019
- 33. Email from Stuart McColl to the Department of Community Development, dated January 11, 2019, with email string
- 34. Email from Mary Ellen Winborn to Susie Herrick, dated January 16, 2019, with email string
- 35. Letter from Tom and Bonnie Sanford, received January 24, 2019
- 36. Email from Angela Queen to the Department of Community Development, dated January 25, 2019, with email string
- 37. Email from Joseph and Florence Blay to the Department of Community Development, dated January 25, 2019
- 38. Email from Richard and Marcia Lyn Barrett to Donella Clark, dated January 27, 2019
- 39. Email from Jeff VanCoevern to Donella Clark, dated January 27, 2019
- 40. Letter from Lyell E. Fox, dated January 29, 2019
- 41. Email from Lanorma Cannon to Donella Clark, dated January 29, 2019
- 42. Email from Candi Hayden to Donella Clark, dated January 29, 2019
- 43. Letters from Charles Meyer, dated January 30, 2019
- 44. Letter from Pamela Meyer, dated January 29, 2019; Letter from Pamela Meyer, dated January 30, 2019
- 45. Comments of Concerned Atterberry Neighbors on MDNS, dated January 30, 2019, with Attachments:
 - A. Hearing Examiner Decision, CA Homes Binding Site Plan (No. LDV2017-00012), dated August 15, 2017
 - B. Hearing Examiner Decision, CA Homes Binding Site Plan (No. LDV2018-00007), dated July 26, 2018
 - C. Hearing Examiner Decision on Reconsideration, CA Homes Binding Site Plan (No. LDV2018-00007)
 - D. Hearing Examiner Revised Decision, CA Homes Binding Site Plan (No. LDV2018-00007), dated August 30, 2018
 - E. Habitat Management Plan Review, Meridian Environmental Inc., dated June 15, 2018
 - F. Letter from Meridian Environmental Inc., dated July 21, 2017
 - G. Herrera Technical Memorandum, dated June 20, 2018
 - H. Comments from Concerned Atterberry Neighbors (CAN), dated July 13, 2017 (with Appendices)
 - I. Email from Mary Ellen Winborn, dated January 7, 2019

- J. Supplemental Comments from Concerned Atterberry Neighbors (CAN), dated July 21, 2017
- K. Request to Withdraw MDNS from Concerned Atterberry Neighbors (CAN), dated July 21, 2017
- L. Comment on MDNS from Concerned Atterberry Neighbors (CAN), dated June 13, 2018
- M. Comment Letter from Concerned Atterberry Neighbors (CAN), dated June 21, 2018
- N. Letter from State Department of Fish and Wildlife, dated July 27, 2017
- O. Post-Hearing Comment Letter from Concerned Atterberry Neighbors (CAN), dated July 12, 2018; Herrera Technical Memorandum, dated July 11, 2018
- P. Email from Chris Waldbillig to Donella Clark, dated June 20, 2018
- 46. Letter from Debra Stevens, dated January 30, 2019
- 47. Letter from the Department of Ecology, Southwest Regional Office, dated January 30, 2019
- 48. Email from Debra Stevens to Steve Gray and Donella Clark, dated February 6, 2019, with attachments
- 49. Email from Stu McColl to Steve Gray, dated February 7, 2019, with attachments
- 50. Email from Mike heath to Donella Clark, dated January 31, 2019
- 51. Letter from Midge Hull, received January 30, 2019
- 52. Letter from Sharon Prosser, received January 31, 2019; Letter from Tyrrell and Sharon Prosser, received January 31, 2019
- 53. Email from Mary Ellen Winborn to 'Donna,' dated January 7, 2019; Email from Mary Ellen Winborn to Jim Bell, dated January 11, 2019, with email string
- 54. Record Drawing, Carlsborg Sewer Project (Sheet C-17 of 80), dated August 2017
- 55. Comment Letter from Concerned Atterberry Neighbors (CAN), dated February 7, 2019
- 56. Attachments from Concerned Atterberry Neighbors, received February 7, 2019¹
- 57. Comments from Stuart McColl, received February 7, 2019

The Hearing Examiner enters the following findings and conclusions based upon the admitted testimony and exhibits:

FINDINGS

Background

1. On March 30, 2017, Chris Anderson, on behalf of CA Homes, Inc. (Applicant), requested approval of a binding site plan (BSP) to allow construction of a 73-lot manufactured-home park for ages 55 and older on approximately 8.8 acres of an undeveloped 15.5-acre property near the corner of Hooker and Atterberry roads, within the Carlsborg Urban Growth Area (UGA). At that time, the initial application materials included little more than a one-page application, a preliminary site plan, and an environmental checklist that failed to address or account for any potential environmental impacts from the proposal,

¹ None of the attachments included in Exhibit 56 differed from material already submitted by CAN with attachments to Exhibit 45.

including potential impacts to Matriotti Creek, a salmonid-bearing stream adjacent to the property. *Exhibit 45.A.*

2. The Clallam County (County) Hearing Examiner held an open record hearing on the request on June 1, 2017. At the hearing, the Hearing Examiner determined that a revised site plan, as well as additional information and reports on critical areas, traffic impacts, stormwater, landscaping, lighting, and pedestrian circulation would be necessary to fully evaluate the proposal. Accordingly, under Clallam County Code (CCC) 29.13.200(2), the Hearing Examiner ruled that the hearing would be continued until July 13, 2017. Subsequently, the Applicant provided information addressing some of these concerns. At the continued hearing, the Hearing Examiner ruled that the record would be left open until August 1, 2017, to allow additional public comment on the newly submitted materials. In total, 142 exhibits were submitted—mostly public comments opposing the project. *Exhibit 45.A.*
3. On August 15, 2017, the Hearing Examiner denied the Applicant’s request, having determined that the record contained insufficient information to evaluate whether the proposal would be consistent with the County’s environmental policies and critical areas codes and whether adequate provisions ensured that the proposed development would be consistent with the public health, safety, welfare, use, and interest. Specifically, the Hearing Examiner noted that:
 - The classification for Matriotti Creek remained disputed, and whether it received a Type 2 or Type 3 classification would have significant impacts on the proposal based on required minimum buffers.
 - Matriotti Creek is, undisputedly, a Class I aquatic and wildlife habitat conservation area because it is designated critical habitat for at least one species listed as threatened under the Endangered Species Act. Accordingly, a habitat management plan (HMP) would be required for any future development under CCC 27.12.320(1)(b).
 - CCC 27.12.315 requires restoration activities for degraded buffers prior to issuance of any permits. The Applicant did not provide any information about restoration of the degraded buffers along Matriotti Creek.
 - The Applicant did not provide sufficient evaluation of stormwater treatment.
 - The Applicant also did not provide sufficient information about safe ingress and egress from the site, overflow parking, potential impacts from light and glare, and screening the property from adjacent, rural properties.

Exhibit 45.A.

4. Following the Hearing Examiner’s denial of the initial 73-lot proposal, the Applicant commissioned several additional reports and studies, including studies addressing traffic, stormwater management, habitat management, delineation of the identified wetland on-site, and buffer restoration for both the wetland buffer and the buffer for Matriotti Creek. The Applicant then submitted a revised proposal (“the 2018 proposal”), deemed complete

by the County on April 30, 2018, requesting approval for phased development of a 66-lot, manufactured-home park for ages 55 and older on approximately 8.66 acres of the 15.5-acre lot. Similar to the previous proposal, the remainder of the property, under the 2018 proposal, would have consisted of critical area buffers and designated open space. The Applicant requested that the 2018 proposal be completed in phases: the infrastructure and manufactured homes for Lots 1 through 36 (the southern portion of proposed development) would have been completed during the first phase of development along with the installation of all required landscaping, fencing, stormwater infrastructure, and all other required mitigation measures; construction of the rest of the lots and manufactured homes would have occurred during a second phase of development.

Exhibit 45.B.

5. Whether Matriotti Creek should be designated a Type 2 or Type 3 stream served as a major focus of the submitted materials on the 2018 proposal because, under CCC 27.12.315(1)(a) and CCC 27.12.900(68), the different designations of Matriotti Creek as Type 2 or Type 3 waterbody would have required different buffers: either 100 feet for a Type 3 stream or 150 feet for a Type 2 stream. Accordingly, the following information on stream-typing for Matriotti Creek was provided as part of the 2018 proposal:
- In a memorandum accompanying the County's SEPA determination, County Senior Planner Donella Clark noted that Matriotti Creek "has been determined to be a Type 3 stream by the Department of Community Development and Washington State Fish and Wildlife officials." No further information on the stream classification, however, was provided.
 - County Senior Planner Greg Ballard provided an email stating that the County determined that this portion of Matriotti Creek would be considered a Type 3 stream because: (1) the Washington State Department of Natural Resources (DNR) determined that Matriotti Creek is not 20 feet wide and DNR is the "sole authority in this matter"; (2) the Washington State Department of Fish and Wildlife (WDFW) is not the authority on stream typing, and comments from Chris Byrnes (discussed below) appear to be about the productive lower reaches of Matriotti Creek – not this section of degraded stream that "was not very accessible until DOT recently replaced the culverts under U.S. 101"; and (3) this section of Matriotti Creek has been modified and put in a straight channel within a fenced area, which resembles a drainage ditch.
 - Chris Waldbillig, WDFW's Regional Habitat Program Manager for the County, provided information about the stream classification for Matriotti Creek, noting that (1) WDFW no longer uses the Type 1-5 scale for stream-typing because there are many "subjective/qualitative variables that make determination between types 2 and 3 very difficult and undefinable"; (2) it is likely that, even under undisturbed conditions, the subject portion of Matriotti Creek would not be considered a Type 2 stream because the bank width would not be sufficient to support a Type 2 classification; and (3) because the stream supports endangered

fish species, however, including steelhead trout populations, a Type 3 designation would be possible.

- Area resident Debra Stevens provided a letter from WDFW Habitat Biologist Chris Byrnes, dated July 27, 2017, concerning the previous iteration of the proposal. In that letter, Mr. Byrnes stated that WDFW concluded that the segment of Matriotti Creek “associated with this proposal is a Type 2 water as indicated on the Clallam County Critical Areas Map.” The letter included a detailed assessment of why WDFW determined that a Type 2 classification would be appropriate.
- Attorney Alex Sidles, representing the Concerned Atterberry Neighbors (CAN) group, provided a memorandum addressing critical areas, with several attachments, dated June 21, 2018. In the letter, he argued that County staff may only disregard the County’s own critical areas map if “a qualified professional or qualified professional sources demonstrate . . . that maps or other information used to identify the location and extent of critical areas are in error” under CCC 27.12.050. He argued that, with the 2018 proposal, no such finding had occurred, and the letter from Chris Byrnes directly contradicted the idea that the County’s own critical areas map is incorrect.
- Mr. Sidles also included a letter from Senior Fisheries Biologist George Gilmour, Meridian Environmental, Inc., dated July 21, 2017. Mr. Gilmour noted that there “is a great deal of uncertainty regarding [the] designation” of Matriotti Creek as a Type 3 stream and “resource specialists (i.e., fisheries biologists, geomorphologists, hydrologists, and wetland scientists) have not surveyed this segment of the creek to assess its channel attributes, fish species assemblage, or current wetland conditions.” Mr. Gilmour determined that “it is apparent that a more detailed site assessment is required to determine this segment’s water type” and that such assessment may find that the “stream buffers would need to be increased to as much as 300 feet to protect ESA-listed species.” He recommended that the Applicant, WDFW, National Marine Fisheries Service, and the Jamestown S’Klallam Tribe conduct a detailed site assessment to determine the actual classification of Matriotti Creek in order determine the appropriate levels of protection that would be required.
- Fisheries Biologist Robyn Rice, Meridian Environmental, Inc., provided an assessment, dated June 15, 2018, of the wetland delineations and habitat management plan (HMP) submitted by the Applicant, on behalf of the CAN group. In her report, Ms. Rice contended that the HMP does not adequately address how the development would impact (1) the Puget Sound Steelhead Distinct Population Segment, a species listed as “threatened” under the ESA; (2) coho salmon and summer and winter steelhead, which are state-listed as “depressed”; and (3) lower Dungeness River pink salmon and Hood Canal/Eastern Strait of Juan de Fuca summer chum, which are state-listed as “critical.” Ms. Rice also stressed that, as of June 14, 2018, the County’s critical areas map continued to identify the subject portion of Matriotti Creek as a Type 2

stream, and no information had been provided to contradict this, including the assessment previously made by Chris Byrnes. Because of these issues, Ms. Rice also opined that the HMP did not adequately meet the requirements for habitat management planning under the Clallam County Code.

Exhibit 45.B.

6. The Hearing Examiner held an open record hearing on the 2018 proposal on June 21, 2018.² The record was left open until July 12, 2018, to allow public comment on additional material submitted by the Applicant at the hearing. On July 26, 2018, the Hearing Examiner denied the Applicant's request. In doing so, the Hearing Examiner noted:

Whether Matriotti Creek is designated a Type 2 or Type 3 waterbody would have significant impacts on the proposal because a Type 2 creek would require at least a 150-foot buffer, requiring significant revisions to the Applicant's submitted plans.

As noted almost a year ago, the subject property is designated for higher density development under the County's Comprehensive Plan and zoning ordinances—whether the Atterberry neighborhood is ready or not. Adequate information must be provided, however, to allow informed public comment on the proposal and a thorough, reasoned analysis by the Hearing Examiner. . . . The Applicant has made significant strides with the current proposal toward addressing informational deficiencies, including providing studies on traffic, stormwater, and critical areas. Nevertheless, the issues related to the classification of Matriotti Creek remain. Until evidence in the record supports a finding that all entities with jurisdiction related to the Creek—including DNR, WDFW, DOE, and the Jamestown S'Klallam Tribe—agree with the County's Type 3 designation, it would be imprudent to further assess the proposal.

Exhibit 45.B.

7. Both the Clallam County Department of Community Development (DCD) and the Applicant timely requested reconsideration of the Hearing Examiner's decision on the 2018 proposal. Both requests argued that, even with a minimum buffer of 150 feet, as would be required if Matriotti Creek were designated as Type 2 stream, only minor revisions to the proposal would be necessary. On August 16, 2018, the Hearing

² As occurred with the proposal for a 73-lot BSP, the County received a significant number of written public comments and testimony expressing opposition to the 2018 proposal. These comments reiterated concerns raised with the previous proposal, including concerns over inadequate protection for critical areas, traffic issues, aesthetic impacts, impacts to the rural characteristics of the neighborhood, parking problems, and pedestrian safety. *Exhibit 45.B.*

Examiner granted the reconsideration requests in light of this assertion. In granting reconsideration, the Hearing Examiner noted that, because the issue of stream-typing was dispositive, the initial decision on the 2018 proposal did not adequately address other aspects of the proposal, including stormwater impacts, parking, landscape buffering, and pedestrian safety, and that such issues would need to be addressed in a revised decision. The Hearing Examiner also stated that “if the project is approved, a 150-foot buffer would be imposed such that, if it is definitively determined in the future that this portion of Matriotti Creek is a Type 2 stream, appropriate buffers will already be in place protecting it without any disruption to development.” *Exhibit 45.C.*

8. On August 30, 2018, the Hearing Examiner issued a revised, final decision on the 2018 proposal, denying the request. In the decision, the Hearing Examiner concluded:

Apart from the significant, conflicting evidence concerning whether Matriotti Creek should be designated a Type 2 or Type waterbody, project plans do not adequately address several other aspects of the proposal that could impact public health, safety, and welfare, including: the requirement under the Carlsborg Capital Facilities Plan that sidewalks be provided along Atterberry Road as a requirement of new development; the need for overflow parking in a community of this type, especially in light of how isolated the community would be from opportunities for additional parking; and the fact that the area is designated as a critical aquifer recharge area.

...

These three issues—the need for sidewalks along Atterberry Road, overflow parking, and analysis of impacts to the CARA—could, theoretically, be addressed through appropriate conditioning of the proposal. As could all the attendant issues related to the Hearing Examiner’s acceptance of the assertions of both the Applicant and DCD, made through reconsideration requests, that a 150-foot buffer for Matriotti Creek would not have a significant impact on the proposal. Ultimately, though, new project plans would be required addressing all of these various issues. Presumably, buffer averaging would be necessary to accommodate a 150-foot setback for Matriotti Creek, and changes to lot configuration would be necessary to address the need for overflow parking. Because of this, when considered cumulatively, it is unclear what, precisely, the Hearing Examiner would be approving while addressing each of these deficiencies, in piecemeal fashion, through additional conditions. Moreover, interested members of the public would lack the opportunity to review the revised plans. Ensuring that proposed development is consistent with the public health, safety, welfare, use, and interest, however, requires more concrete plans and analysis, preferably through an organized, transparent public process. The Applicant had

significant time to assemble and submit all such information and, on each occasion, failed to do so in a timely manner or failed to submit requested or required information altogether.

Exhibit 45.D.

Current Application and Notice

9. The Applicant now requests approval of a binding site plan substantially similar to the one previously proposed in 2018: the Applicant seeks approval to allow phased development of a 66-lot, manufactured-home park for ages 55 and older on approximately 8.66 acres of a 15.5-acre property. The remainder of the property would consist of critical area buffers and designated open space. The Applicant would complete the infrastructure and manufactured homes for Lots 1 through 36 (the southern portion of the proposed development) and would install required landscaping, fencing, and stormwater infrastructure, as well as all other required mitigation measures for the entirety of the proposal, during the first phase of development. The Applicant would then complete construction of the rest of the infrastructure and manufactured homes during the second phase of development. The property is located near the corner of Hooker and Atterberry roads, within the Carlsborg UGA. Vehicular access to the manufactured-home park would be from two gated access points along Atterberry Road. Different from the previous proposals, some overflow parking would be provided within the development; walking trails would be provided along internal roads, providing pedestrian access from each lot to amenities within the development, including the overflow parking and the open space; and improved pedestrian access from the development to Hooker Road would be provided along the frontage of Atterberry Road.³ *Exhibit 1, Staff Report, pages 1 and 10; Exhibit 2; Exhibit 6; Exhibit 9.*

10. The County determined the application was complete on December 20, 2018. On January 11, 2019, the County posted notice of the application and associated public hearing on the property.⁴ On January 11, 2019, the County mailed or emailed notice of the application and hearing to property owners within 600 feet of the subject property, to parties of record, and to reviewing government departments and agencies. On January 13, 2019, the County published notice of the application and associated hearing in the *Peninsula Daily News*. A typographic error was discovered in the notice materials, and, on January 18, 2019, the County again mailed or emailed notice of the application and hearing to property owners within 600 feet of the subject property, to parties of record, and to reviewing government departments and agencies. On January 20, 2019, the

³ The property is identified by tax parcel number 043022-428020. A legal description of the property is included with the Applicant's SEPA materials. *Exhibit 1, Staff Report, page 1; Exhibit 19.*

⁴ The County initially posted notice of the application and hearing on the property on January 4, 2019, before the County issued a revised SEPA determination for the proposal. *Exhibit 30.c.*

County republished notice of the application and associated hearing in the *Peninsula Daily News*.⁵ *Exhibit 29; Exhibit 30.*

Department and Agency Comments

11. The County received several comments in response to its notice materials from reviewing County departments and government agencies. Specifically:

- The County's Environmental Health Division commented that water and sewer availability applications would be necessary and that further review of plans for water and sewer within the BSP would be necessary.
- Clallam County Fire District #3 commented that fire apparatus access roads must comply with CCC 21.02.040, with provisions of the International Fire Code, and with requirements related to supporting the weight of fire apparatuses; that water line extensions that supply water to fire hydrants must comply with CCC 21.02.035; that fire hydrants must be properly fitted and installed; that appropriate measures must be taken to ensure first responders have access to entrance gates; and that "No Parking – Fire Lane" signs must be posted and visible throughout the development.
- The County's Public Works Department reiterated the requirement that the project be connected to the Carlsborg Sewer System.
- County Hydrogeologist Carol Creasey commented that the proposal would have minimal impacts on the CARA because the proposal would use potable water from the FUD and each lot would connect to the Carlsborg sewer. She also noted that stormwater on-site would be collected in a detention pond and treated through a bioswale, addressing concerns over stormwater pollutants.
- The County Road Department stated that the proposal would generate approximately 312 average daily trips and that build-out of the subdivision would increase traffic on Atterberry Road by approximately 26 percent. The Road Department recommended that the proposal mitigate for traffic impacts by widening the north side of Atterberry Road to a 20-foot width, from Hooker Road to the most westerly approach of the development, then taper the widened road down to the existing road width. This would provide for a 9-foot, paved shoulder that could be used as a walking area for pedestrians that would not need to be removed, later, when Atterberry Road is further widened under the County's 6-year Transportation Improvement Plan (TIP). The Road Department also determined that an engineered drainage plan would be required for the proposal.

Exhibits 24 through 28.

12. In addition, the County provided some comments from reviewing government departments and agencies received during review of the previous iterations of the proposal. Specifically, the County included an email from the Olympic Region Clean Air Agency (ORCAA), dated May 23, 2017, concerning emission requirements related to

⁵ The initial notice materials stated that the public hearing associated with the application would be held on February 7, 2018. *Exhibit 30.a; Exhibit 30.e.*

woodstoves; an email from the County Building Official/Fire Marshal, dated April 12, 2018, about the need for fire hydrants to be installed; and an email from the U.S. Army Corps of Engineers (Army Corps), dated June 25, 2018, discussing the need for an application to be submitted to the Army Corps to determine whether additional approvals would be needed to allow utilities to cross under the existing culvert on Matriotti Creek. Exhibits 21 through 23.

Public Comments

13. The County received several public comments in response to its notice materials from area residents expressing opposition to the proposal. Specifically:
- Donna MacLean wrote the County with concerns over the aesthetic impacts of the proposal on an area that is currently devoted to rural development.
 - Jim Bell wrote that he is concerned that the County is supporting approval of the development because funding is necessary for the Carlsborg sewer and that high-density development is not appropriate for this area.
 - Stuart McColl provided several comments in opposition to the proposal and expressed concern that appropriate setbacks and offsets are not provided on the project plans; there is need for additional permitting to allow extension of the sewer over Matriotti Creek; DCD has made several mistakes in analyzing the proposal and has acted in bad faith; the Applicant has omitted information or provided false information about the project, including indicating that sewer is already available to the site; and safe pedestrian routes to and from the development have not been considered and ADA-compliant walkways have not been proposed.
 - Susie Herrick expressed concern that the issue of stream typing for Matriotti Creek has not been properly addressed; there are deficiencies with the Applicant's Habitat Management Plan; the proposal still lacks adequate overflow parking and adequate sidewalks; the road width for interior roads is too narrow; additional wetland analysis is necessary; and notice of the application and hearing was insufficient.
 - Tom and Bonnie Sanford wrote that they worry the development will decrease the value of their own property and that safety concerns over Atterberry Road have not been adequately addressed.
 - Angela Queen expressed concerns over the proposed density of the development; impacts on the rural feel of the neighborhood; safety issues related to Atterberry Road; fire risks inherent with high-density development; potential problems with liquefaction, especially because of fill located on the subject property; potential flooding on the property; impacts from lighting; and the adequacy of parking and landscaping.
 - Joseph and Florence Blay expressed concerns over traffic and safety related to Atterberry Road.
 - Richard and Marcia Lynn Barrett noted that there are no ADA-walking paths along either Hooker or Atterberry roads and that, for a development of this type,

such paths would be appropriate. They also expressed concern over the aesthetic impacts on the rural environment and the need for more thorough environmental review of the proposal.

- Jeff VanCoevern wrote with concerns over traffic, the need for sidewalks, the need for additional parking, and the need for guarantees related to water pressure within the PUD.
- Lyell Fox expressed concerns over impacts to critical areas and area wildlife, as well as concerns over safety and traffic.
- Dayne and LaNorma Cannon wrote with concerns about safety related to Atterberry Road; the proposal not fitting in with the existing rural character of the neighborhood; impacts on wildlife and critical areas; saturation issues on the proposed site; aesthetic concerns; the process that was used to rezone the property; impacts from noise, light, and traffic; and the inability of the PUD to guarantee water to the site.
- Candi Hayden wrote that the County should not accept proposals that are incomplete and expressed concerns over the environmental review that occurred; the need for additional permitting related to the sewer crossing Matriotti Creek; the inadequacy of proposed buffers; the need for additional creek restoration; the impacts from traffic; the need for sidewalks and additional parking; and the need for a more transparent review process.
- Mike Heath wrote the County with concerns over traffic and the inadequacy of area roads to safely serve the development.
- Midge Hull expressed concern over the zoning change that occurred for the property, the proposed density, and impacts on water pressure in light of increased development.

Exhibits 31 through 42; Exhibit 49; Exhibit 50; Exhibit 51.

Environmental Review

14. The project site abuts Matriotti Creek, a fish-bearing stream and aquatic habitat conservation area; a wetland encumbers the northwest portion of the subject property; and the property is within a Critical Aquifer Recharge Area (CARA). The Applicant resubmitted several reports associated with the 2018 proposal, addressing environmental impacts of the proposal: a State Environmental Policy Act (SEPA) Report/SEPA Checklist, prepared by Westech Company, dated April 2018; a Mitigation and Habitat Management Plan (HMP), prepared by Westech Company, dated March 2018; a Wetland Delineation Report, prepared by Olympic On-Site, dated June 29, 2017; a Wetland Delineation Report, prepared by Westech Company, dated June 2018; a Traffic Impact Analysis, prepared by Jake Traffic Engineering, Inc., dated November 16, 2017; and a Preliminary Stormwater Control Plan, prepared by Zenovic & Associates, dated April 6, 2018. The Applicant also submitted a Critical Aquifer Recharge Area Report (CARA Report), prepared by Richard Martin Groundwater, LLC, dated December 21, 2018. In addition, the County submitted an Informal Conference Note, prepared by the Department of Natural Resources (DNR), concerning an on-site evaluation of Matriotti

Creek that occurred on November 14, 2018. The MDNS does not indicate that the County considered any of the additional information about Matriotti Creek that was submitted by subject-matter experts on behalf of CAN as part of the 2018 proposal (see Finding 5). *Exhibit 10; Exhibits 13 through 19.*

15. Both wetland delineations determined that the wetland encumbering the northwest portion of the subject property is a Category III wetland requiring a 75-foot buffer. Neither report provided substantive analysis of the stream classification for Matriotti Creek or analysis of the property's location within a CARA. *Exhibit 16; Exhibit 17.*
16. The Informal Conference Note (Note) indicates that, on November 14, 2018, representatives of WDFW, the Jamestown S'Klallam Tribe, and DNR met at the project site, along with the Applicant and County Planner Greg Ballard, to discuss the stream-typing for Matriotti Creek. The Note states that, "[a]fter much discussion, the group concluded that the segment of Matriotti Creek associated with the development project" would meet the classification for a Type 3 stream under the municipal code and that the County would submit a request to DNR to change the underlying GIS hydrology layer to reflect this in the future. *Exhibit 10.*
17. The HMP addresses mitigation measures that would be used to ensure that potential impacts to critical areas from development are fully offset. The HMP notes that potential impacts from development would include loss of wildlife habitat and increases in erosion and sedimentation into Matriotti Creek, due to removal of buffer zone vegetation, with the potential to decrease water quality and salmon habitat within Matriotti Creek. With mitigation measures, however, the HMP determines that the proposal would have no net loss of ecological function within critical areas. The mitigation measures would entail planting additional trees, shrubs, and groundcover in certain areas of the riparian and wetland buffers, permanently protecting buffer areas from future development, and using erosion and sediment-control measures during construction to avoid impacts to critical areas. *Exhibit 18.*
18. The CARA Report notes that existing recharge potential for the site is considered low and that the proposed development is not anticipated to have a measurable impact on recharge to the underlying shallow aquifer. It determines that development would not have any withdrawal effects on nearby wells and surface water features. The report notes that, because of the proposed approach to stormwater management (discussed below), impacts to surface water quantity and quality are unlikely to occur with development. The report further notes that, because of the relatively impervious nature of the underlying soil, development of the site is unlikely to result in impacts to groundwater quantity. *Exhibit 13.*
19. The Preliminary Stormwater Control Plan states that the proposal would address and manage stormwater on-site, in accord with the 1992 Stormwater Management Manual for Western Washington, as required by the municipal code. It explains that stormwater

runoff from all roofs within the development would be tightlined to a storm drainage system in the proposed roadway then conveyed to a detention pond before being discharged to a bio-filtration swale for treatment. Lots would be graded to slope toward roadways to allow runoff to sheet flow into the stormwater system for conveyance to the detention pond. The Preliminary Stormwater Control Plan notes that the wetland on-site would not receive runoff from the developed portion of the project and that it would be protected during construction. It also notes that, although discharge from stormwater would eventually enter Matriotti Creek, stormwater would not do so until after the stormwater has been treated, noting that the proposal would not contribute to stream-bank erosion or reduce water quality within Matriotti Creek. *Exhibit 15.*

20. The Traffic Impact Analysis (TIA) determined that the levels of service for roads potentially impacted by the proposal would continue to operate at acceptable levels and that the proposal would not cause a significant, adverse effect on nearby intersections or roads. *Exhibit 14*

21. The Clallam County Department of Community Development (DCD) acted as lead agency and analyzed the environmental impacts of the project as required by SEPA, Chapter 43.21C Revised Code of Washington (RCW). DCD analyzed the environmental materials previously submitted by the Applicant for the 2018 proposal, including: the environmental checklist; the mitigation and habitat management plan (HMP); the wetland delineation; the traffic impact analysis; and the preliminary stormwater control plan. DCD also reviewed the newly submitted report prepared on the CARA, the review documents submitted by the County's Road Department (see Finding 11), and the Informal Conference Note provided by DNR. After reviewing the materials, DCD determined that, with mitigation measures, the proposal would not have a probable significant adverse impact on the environment. Accordingly, DCD issued a Mitigated Determination of Nonsignificance (MDNS) on January 11, 2019, with a comment deadline of January 30, 2019. The MDNS requires that the Applicant submit a lighting plan for approval prior to the issuance of building permits; consult with the Washington State Department of Archaeology and Historic Preservation to develop an inadvertent-discovery plan; widen the north side of Atterberry Road to a 20-foot width, from Hooker Road to the most westerly approach of the development, and then taper the road down to the existing road width; and provide a hard surface of either asphalt, concrete, or chip seal for proposed roads within the development site. The MDNS states that appeal of the County's SEPA determination would be to the superior court, under the Land Use Petition Act (LUPA), Chapter 36.70C RCW. *Exhibit 21.*

22. The County received several comments specific to its SEPA determination. Specifically:
 - The Washington State Department of Ecology (DOE) noted that it must be contacted if contamination is suspected, discovered, or occurs during construction; that erosion control measures must be in place prior to any clearing, grading, or construction; and that the Applicant must obtain a Construction Stormwater General Permit if clearing, grading, and/or excavation occurs that

- results in the disturbance of one or more acres and discharges stormwater to surface waters of the state (as defined in RCW 90.48.020).
- Area resident Charles Meyer expressed concern over the timing of the SEPA review process, the procedures the County uses in performing environmental review, and the lack of opportunity for public comment and review that results from these issues. Specifically, Mr. Meyer noted that the County's process appears to ensure that environmental concerns "are addressed either internally among County staff or possibly between the County staff and the Applicant developer" before any input from the public is considered. Mr. Meyer also expressed concerns with the adequacy of the Applicant's SEPA checklist and the County's decision to issue a SEPA memorandum addressing deficiencies in the Applicant's own materials because this "process appears to our community as though the County is working proactively on behalf of the developer instead of serving as a neutral administrator of the County's published development processes." In additional letters, Mr. Meyer also expressed the following concerns: whether the "County's construction and sewer hookup priorities should be allowed to supersede all valid environmental, safety, and aesthetic arguments"; the appropriateness of the zoning for the property; the need for additional permitting from the Army Corps for utilities to cross Matriotti Creek; the width of internal roads; the inadequacy of proposed landscaping; the inadequacy of proposed pedestrian facilities along Atterberry Road; the lack of adequate parking on-site; and the lack of other facilities in the area that would be appropriate to development of the UGA or increased density, as is currently proposed.
 - Pamela Meyer wrote with the following concerns: the Applicant's characterization of the proposal as providing affordable housing; the lack of urban features in the area that would be consistent with the UGA, including sidewalk access; safety and traffic concerns associated with Atterberry Road; the need for maintenance of common areas; and the need for additional parking. In a later letter, Ms. Meyer also expressed concern about issues related to a potential catastrophic seismic event, including liquefaction, especially in light of fill on the property, and about the need for more thorough analysis of the on-site wetland and the proposed buffer for Matriotti Creek.
 - Area resident Debra Stevens expressed concerns that adverse impacts from light and sound, as well as aesthetic impacts, would not be adequately addressed. She also noted the need for additional permitting for the sewer main to cross Matriotti Creek and the need for a proper, complete SEPA checklist to be submitted by the Applicant.
 - Sharon Prosser wrote with concerns over the adequacy of the Applicant's environmental checklist, especially in relation to impacts to Matriotti Creek and the rural character of the neighborhood.
 - Tyrell Prosser wrote with concerns over the designation of Matriotti Creek as a Type 3 stream, and he stressed that "[t]ransparency and cooperation with all stakeholders has been sorely lacking throughout this several year process."

Exhibit 43; Exhibit 44; Exhibit 46; Exhibit 47; Exhibit 48; Exhibit 52.

23. Attorney Alex Sidles, representing the Concerned Atterberry Neighbors (CAN) group, also submitted a detailed letter, dated January 30, 2019, arguing that the MDNS should be withdrawn because the “MDNS is not based on reasonably sufficient information to assess the proposal’s environmental impacts and does not demonstrate prima facie compliance with the procedural requirements of the State Environmental Policy Act.” The letter argues, specifically, that:
- DCD must demonstrate that it actually considered relevant environmental factors before reaching its decision and the record must demonstrate that DCD adequately considered environmental factors in a manner sufficient to comply with the procedural dictates of SEPA.
 - The project would likely result in significant adverse impacts on the surrounding rural community. These impacts would include increased noise, traffic, light, and glare in the area.
 - The SEPA checklist fails to account for the presence of some ESA-protected species entirely, including Puget Sound steelhead, while simultaneously inventing a new species (summer run Hood Canal Coho) that does not exist.
 - The buffer requirements in CCC 27.12.315 are minimum requirements, but additional buffering may be appropriate in light of concerns discovered during appropriate review and analysis of the proposal.
 - The Applicant’s HMP does not specifically identify the ESA-protected species it purports to protect or detail how such protection would occur.
 - The Applicant’s SEPA Report fails to discuss or disclose the need for the proposed sewer extension to cross Matriotti Creek and an additional creek in the area (Bear Creek).

Exhibit 45.

24. Attorney Sidles provided an additional letter, on behalf of CAN, dated February 7, 2019, raising additional concerns. The letter stressed that the Informal Conference Note (Note) purporting to settle the issue on stream-typing of Matriotti Creek was insufficient under WAC 222-16-030 because “those contesting the adopted water types”—namely CAN—were not invited to participate in the conference, and the Note provided no details or explanation as to why the decision to downgrade Matriotti Creek to a Type 3 stream occurred. The letter also argued that the Applicant and County should be estopped from proceeding with 100-foot buffers because, during reconsideration of the 2018 proposal, both the County and Applicant argued that development could occur with 150-foot buffers, and the Hearing Examiner erred in denying the proposal on that ground. In addition, the letter argues, again, that the Applicant’s HMP is inadequate, that additional analysis of the wetland(s) on-site is necessary, that the proposed internal road widths are not adequate under the municipal code, and that additional overflow parking and sidewalks should be required. *Exhibit 55.*

Comprehensive Plan and Zoning

25. The project site is an undeveloped, triangular-shaped 15.5-acre field adjacent to Atterberry Road on the south and Matriotti Creek on the north and east. The site slopes gradually from Atterberry Road down to Matriotti Creek and generally contains grasslands, although a narrow planting of trees and shrubs provides a limited buffer for Matriotti Creek. The property was previously approved for three other land division proposals: a 34-lot subdivision was approved for the site in 1996; a 21-lot subdivision, with a community drainfield, was approved in 2009; and a proposal to divide the property into three large lots, all over 5 acres in size, was approved in 2015. None of these projects, however, went forward. As noted above, the Hearing Examiner denied a request for a 73-lot BSP for the site on August 15, 2017. *Exhibit 1, Staff Report, pages 1 through 5; Exhibit 2; Exhibit 9.*
26. The property is within the Carlsborg UGA and the Sequim-Dungeness Regional Planning Area, and is designated Carlsborg Urban Residential High (CR-III) under the County's Comprehensive Plan and zoning ordinances. The purpose of the CR-III designation is to "provide a density of four to 10 dwelling units per acre for areas of single- and multifamily residential development that is generally free from encroachment of commercial and industrial activities." *CCC 31.03.350(9)(b)(iii); CCC 33.20.030(3).* County staff notes that the boundaries of the Carlsborg UGA were first established in 2000 and that the County Board of Commissioners approved the current Comprehensive Plan and zoning designation for the property in November 2016. *Exhibit 1, Staff Report, pages 1 and 2.*
27. Properties to the south and west of the property are zoned for rural residential development and are outside of the boundaries of the Carlsborg UGA. Along the north side of Atterberry Road, properties generally cover about 1.25 acres. South of Atterberry Road, properties measure between 5 and 10 acres. Properties south of Atterberry Road overlook the undeveloped subject property, and several of these properties contain livestock, contributing to a pastoral and rural community feel. Properties to the north and east of the subject property (down the hill) are located within the Carlsborg UGA and are zoned Carlsborg General Commercial. Property immediately across Matriotti Creek contains a self-storage business, the office and operation compound for PUD #1, and the site of a former Costco. Highway 101 is also located a short distance north of the property. *Exhibit 1, Staff Report, pages 2 and 3; Exhibit 10.*
28. Manufactured-home parks are an allowed use within the CR-III zone.⁶ As with other land divisions,⁷ binding site plans must be consistent with the County's land division

⁶ Under CCC 29.03.100(32) and (34), the terms *manufactured home park* and *mobile home park* are used interchangeably.

⁷ Under CCC 29.03.100(26), binding site plans constitute land divisions.

standards (Title 29 CCC); Comprehensive Plan (Title 31 CCC); zoning code (Title 33 CCC); environmental policy code (Chapter 27.01 CCC); critical areas code (Chapter 27.12 CCC); and the public health, safety, welfare, use, and interest. CCC 29.10.100. In addition, manufactured-home parks must satisfy additional standards under CCC 29.35.200. Specifically, manufactured-home parks accommodating 12 or more units must provide at least one area, other than streets or areas used for utilities, as a park or designated open space that must be easily accessible from all the lots. The open area must be at least 2,500 square feet or 8 percent of the gross site area, whichever is greater. The Hearing Examiner may also require a greenbelt or sight-obscuring fence to protect the character of the neighborhood and provide privacy within the manufactured-home park. *Exhibit 1, Staff Report, pages 9 and 10.*

Binding Site Plan

29. Under CCC 29.10.100, BSPs must comply with requirements of the County's subdivision code, Comprehensive Plan, zoning code, floodplain management code, environmental policy code, critical areas code, and be consistent with the public health, safety, welfare, use, and interest. County staff analyzed the proposal against these requirements and determined:

- The proposal would satisfy minimum requirements related to access, street standards, and improvements. A 20-foot-wide internal road, with 4-foot-wide gravel pathways on each side, would provide vehicular and pedestrian access throughout the site and satisfy municipal requirements. Because the proposal involves a BSP, and the developer would retain ownership of the land and maintain the roads; dedicated right-of-way is not required.
- 20-foot-wide roads with no allowed parking meet the minimum standards for safe ingress/egress of emergency vehicles.
- Each lot would provide for four parking spaces (two in a garage and two in a driveway), and an additional eight parking spaces for overflow parking would be provided within the development.
- There are no dead-end streets greater than 150 feet in length proposed, obviating the need for cul-de-sacs.
- The Applicant initially proposed a dedicated walking path along the frontage of Atterberry Road to address concerns previously raised by the Hearing Examiner. The County Road Department, however, reviewed the proposal and determined that it would be more beneficial to widen the north half of Atterberry Road by 20 feet in front of the development. This would still allow for a 9-foot shoulder for pedestrian and bicycle use and would avoid the need for additional work in the future when the rest of Atterberry Road is widened.
- The Applicant would install all required utilities, including connections to the PUD and the Carlsborg Sewer.
- The proposal would meet open space requirements related to mobile home parks. In addition, a 7-foot-wide landscaping screen and 6-foot-tall cedar fence would be provided along Atterberry Road and a 10-foot-wide landscaping screen and 6-

foot-tall cedar fence would be provided along the western property line to screen the property from adjacent residential development.

- The proposal would be consistent with the County Comprehensive Plan and zoning ordinances. The property is within the Carlsborg UGA and has been zoned for high-density development since 2000. Development within the CR-III zoning district must meet a minimum requirement of 4 dwelling units per acre (du/acre). The proposal would involve a density of approximately 4.25 du/acre. This level of required density could not be achieved through development of single-family residences on-site.
- There are no minimum lot size or width requirements in the CR-III zone, and the proposal would meet all required setback requirements.
- The proposal would meet all applicable development standards for the Carlsborg UGA under CCC 33.20.060.
- The developed portion of the proposal would not be located within a floodplain.
- The County issued an MDNS for the proposal.
- DNR is the authority regarding stream typing. Representatives from DNR, the County, WDFW, and the Jamestown S'Klallam Tribe had an informal conference, on-site, and all agree that Matriotti Creek should be designated as a Type 3 stream.
- Type 3 streams require 100-foot buffers. The proposal satisfies this requirement.
- The Applicant submitted an HMP for the proposal that provided measures to address erosion control, during construction, and habitat restoration, to ensure no decrease in water quality and/or loss of salmonid habitat in Matriotti Creek.
- The Applicant would submit a final, engineered drainage plan for the proposal prior to site-disturbing activity. In addition, a hydrologic study was conducted addressing the CARA, which determined that the proposal would have minimal impacts on the CARA.

Exhibit 1, Staff Report, pages 8 through 30.

Testimony

30. County Senior Planner Donella Clark testified generally about the history of the site, the history of zoning changes within the Carlsborg UGA, and the current application. Ms. Clark specifically stressed that this property has been part of the UGA since 2000 and that the County Board of Commissioners voted to increase density within residential areas of the UGA in November 2016. She also stressed that the County continues to change and grow and that, within the Atterberry neighborhood, many parcels are now developed at higher densities than originally envisioned. Addressing concerns about critical areas, Ms. Clark explained that the County does not use the SEPA process to regulate land uses. She noted, however, that a traffic study was submitted that indicates that traffic impacts from the proposal would not alter acceptable levels of service in the area and that widening the northern portion of Atterberry Road along the frontage of the property would provide increased safety for the corner of Atterberry and Hooker roads, as well as a 9-foot, paved shoulder allowing for pedestrian access to and from the

development. Ms. Clark also testified that, by connecting to the Carlsborg sewer, the development would have fewer environmental impacts than currently occur with use of septic on surrounding properties and that final plans would be submitted to the Army Corps to determine what additional requirements would be necessary to extend sewer under an existing culvert associated with Matriotti Creek. Ms. Clark noted that the County has always considered this section of Matriotti Creek as a Type 3 stream, requiring a 100-foot buffer, but this matter has now been settled because DNR, WDFW, and the S'Klallan Tribe met on-site and agreed that a Type 3 determination is appropriate. Finally, Ms. Clark noted that internal roads would meet all municipal requirements, including fire safety requirements, and that the current proposal calls for internal walking paths and eight overflow parking spaces, satisfying concerns over these issues. *Testimony of Ms. Clark.*

31. County Senior Planner Greg Ballard provided additional testimony on the informal stream conference that occurred. He stated that, under WAC 222-16-030, any reference to “those contesting the adopted water types” would mean agencies contesting stream types, not consultants or other interested parties. Mr. Ballard stressed that, in his experience with these matters, the County relies on government stakeholders with expertise to settle disputes over how to appropriately designate waterbodies. *Testimony of Mr. Ballard.*
32. County Planning Manager Steve Gray testified that any SEPA appeal would be to the superior court, consolidated with an appeal of the BSP, but that the Hearing Examiner would have authority to deny the permit on the grounds that environmental review of the proposal—including the review that led to the County’s SEPA determination—has been inadequate. *Testimony of Mr. Gray.*
33. Applicant Representative Chris Anderson testified that he feels the Applicant has addressed all the issues raised by the previous denials. He also noted that, in regard to the informal conference about Matriotti Creek, his consultants did not participate in the conference, and nobody representing the Applicant was involved in the deliberations that occurred. *Testimony of Mr. Anderson.*
34. Project Engineer Tracy Gudgel, P.E., testified that the Applicant initially proposed a dedicated sidewalk along the property frontage but later changed the plans in light of a request from the County Road Department. He also stressed that, in addition to providing eight overflow parking spaces, there would be additional space between lots for overflow parking. Mr. Gudgel also clarified that the sewer line serving the site would cross underneath a culvert at Matriotti Creek and that boring would be required. He noted that the Applicant would submit required plans to the Army Corps for review of this aspect of the proposal. *Testimony of Mr. Gudgel.*
35. Ray Bradford, County Public Works Department Engineer, testified that Atterberry Road is on the County’s 6-year Transportation Improvement Plan (TIP), and, because of that,

the County determined that it would make more sense to widen the northern portion of the road by 20 feet, as opposed to dedicating an actual sidewalk. He explained that, were a sidewalk provided, the County would eventually have to remove it during a future, widening project. Mr. Bradford explained that the County plans to eventually widening Atterberry Road so that it has 5- to 6-foot shoulders. The County does not, however, intend to provide sidewalks along Atterberry Road in the future or to add additional lanes to the road. *Testimony of Mr. Bradford.*

36. Area residents Debra Stevens, Stuart McColl, and Donna MacLean all testified in opposition to the proposal and reiterated many of the concerns raised in their submitted written comments. In addition, Janet Green testified that she is concerned with urban blight and that the density proposed for this development would contribute to this problem. She also stressed that Atterberry Road is dangerous, especially in inclement weather, and that widening the road would likely just add additional surface area that could freeze over and create unsafe conditions. She also noted concerns over the decrease in property value that would occur if the proposal were approved. Area resident Gary Morgison testified that he lives directly across Atterberry Road from the proposed development and that zoning requirements prohibit him from subdividing his 5-acre parcel at all, even though there is only one single-family residence on it. He noted that it does not make sense that a proposal of this density would be allowed just across the street. Deborah Hansen testified that the reclassification of Matriotti Creek is disturbing because increased protection of fish-bearing streams should be promoted, and Matriotti Creek runs through her property. *Testimony of Ms. Stevens, Mr. McColl, Ms. MacLean, Ms. Green, Mr. Morgison, and Ms. Hansen.*
37. Attorney Alex Sidles, on behalf of the CAN group, argued that, under WAC 222-16-030, those contesting the stream classification should have been included in the informal conference. He also argued that, substantively, the Informal Conference Note is deficient because it did not provide any real analysis on how the group arrived at its conclusion. Mr. Sidles also argued that: the addition of eight overflow parking spaces is insufficient; the proposed internal road width of 20 feet is inadequate for several reasons; the CARA report failed to address nitrate loading, the very reason the Hearing Examiner requested that such a report be produced; the HMP continues to be inadequate, especially because it includes a dearth of analysis on how proposed measures would protect ESA-listed species; and the proposed “open space” would be located down a steep slope from the manufactured home sites, possibly requiring stairway access, and plans do not address this problem. *Argument of Mr. Sidles.*
38. In response to public testimony and Mr. Sidles’ arguments, Ms. Clark noted that the Assessor’s Office should be contacted with concerns over property taxes. Mr. Gray noted that the County relies on the expertise of state agencies when addressing stream-typing and that, here, the County believed it acted correctly in requesting an informal stream conference and presumed that DNR and the rest of the government agencies involved would follow the requirements of the WAC. Mr. Gray also noted that, with

buffers, only a small portion of the site would retain a 100-foot buffer from Matriotti Creek and that up to 600 feet of buffer would be provided in other portions of the site. *Testimony of Ms. Clark; Testimony of Mr. Gray.*

Staff Recommendation

39. County staff recommends approval of the binding site plan, with several conditions. *Exhibit 1, Staff Report, pages 30 through 33.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has jurisdiction to hear and decide requests for binding site plans. CCC 26.04.060(3)(c); CCC 29.13.200.

Criteria for Review

Under CCC 29.13.200, the Hearing Examiner may approve a preliminary subdivision or binding site plan only if it is found to be consistent with the requirements of CCC 29.10.100. This includes ensuring the proposal complies with and is consistent with the following provisions:

1. The standards of Title 29 CCC, Subdivisions;
2. The Comprehensive Plan;
3. The Zoning Code;
4. The Shoreline Master Program;
5. The Floodplain Management Code;
6. The Environmental Policy Code;
7. The Critical Areas Code;
8. The Consolidated Permit Process Code;
9. The public health, safety, welfare, use and interest.

CCC 29.10.100.

In addition, the municipal code provides:

- (1) Any person interested in an application for a subdivision or binding site plan may appear at the hearing set for review thereof and comment on the application. After completion of its public hearing, the Hearing Examiner shall grant preliminary approval of the application if the Hearing Examiner finds that it is consistent with CCC 29.10.100.
- (2) When the Hearing Examiner determines that additional information is necessary action on said application shall be continued until such information is available; provided, that the extension shall not exceed thirty (30) days unless the applicant consents to a longer period.
- (3) The Hearing Examiner may attach to any decision of approval such reasonable conditions as may be necessary to assure that the development will comply with the criteria for approval and standards established by this

title and other applicable codes, and to further the public health, safety and welfare, use and interest.

- (4) The Hearing Examiner's decision shall be based on findings of fact and conclusions of law and shall reference the requirements of adopted County code or State law.
- (5) Records of hearings and information before the Hearing Examiner on preliminary subdivisions and binding site plans shall be kept by the Administrator and shall be available for public inspection upon request.

CCC 29.13.200.

The Revised Code of Washington (RCW) provides for an alternative method of land division – binding site plans:

A city, town, or county may adopt by ordinance procedures for the divisions of land by use of a binding site plan as an alternative to the procedures required by this chapter. The ordinance shall be limited and only apply to one or more of the following: (1) The use of a binding site plan to divisions for sale or lease of commercially or industrially zoned property as provided in RCW 58.17.040(4); (2) divisions of property for lease as provided for in RCW 58.17.040(5);⁸ and (3) divisions of property as provided for in RCW 58.17.040(7). Such ordinance may apply the same or different requirements and procedures to each of the three types of divisions and shall provide for the alteration or vacation of the binding site plan, and may provide for the administrative approval of the binding site plan.

RCW 58.17.035.

The criteria for review adopted by the Clallam County Board of Commissioners are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with County development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

Conclusions Based on Findings

With conditions, the proposal would comply with and be consistent with applicable requirements of the County's Subdivision Code, Comprehensive Plan, Zoning Code, Environmental Policy Code, Critical Areas Code, and be consistent with the public health, safety, welfare, use and interest.⁹ The County provided reasonable notice of the application and associated public hearing and opportunity to comment on the proposal. The volume of

⁸ RCW 58.17.040(5) provides that Chapter 58.17 RCW (Plats – Subdivisions – Dedications) is inapplicable and shall not apply to “[a] division for the purpose of lease when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land when the city, town, or county has approved a binding site plan for the use of the land in accordance with local regulations.”

⁹ The Shoreline Master Program is inapplicable to the current proposal, and no structural development is proposed within a recognized floodplain, rendering the Floodplain Management Code inapplicable.

written comments received from interested members of the public attests to the efficacy of the notice that was provided.

The County's Subdivision Code provides only minimal requirements for applications for binding site plan review. Specifically, under CCC 29.03.100, a BSP involves a drawing to scale that identifies the areas and locations of all streets, roads, improvements, utilities, and open spaces; contains inscriptions or attachments setting forth appropriate limitations and conditions for the use of land; and requires that development conform with the site plan. These minimal requirements contrast significantly from the requirements for review of a preliminary plat. Approval of a preliminary plat requires a determination that suitable provisions have been made for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and safe walking routes for schools.¹⁰ Here, the Applicant has satisfied the minimal requirements required for submission of a BSP under the Subdivision Code. Following the submittal, members of County staff, with engineering, building, scientific, and fire safety expertise, determined the proposal would satisfy minimum requirements for access, street standards, water supply, sewage disposal, irrigation, fire protection, drainage, and ownership and maintenance of common facilities under the Subdivision Code. In addition, project plans show that additional standards specific to mobile home parks, including requirements related to open space and recreation areas and the potential need for a greenbelt (i.e., landscaping) and/or a sight-obscuring fence would be met.

The property is designated Carlsborg Urban Residential High under the Comprehensive Plan, is located within the Carlsborg UGA, and is zoned for high urban residential development (CR-III). The property has been part of the UGA for almost 20 years and has been designated for higher density, non-rural development since that time. This decision involved a political process that occurred before the current application (or the previous two applications) was submitted. Currently, the Comprehensive Plan and zoning ordinances call for a minimum density of 4 dwelling units per acre (du/acre) in the CR-III designation/zone. Accordingly, although many members of the Atterberry neighborhood would prefer single-family residential development on the subject property, this is simply not feasible: even the "high density" development proposed by the Applicant only involves approximately 4.25 du/acre. Alternatives to a manufactured home park that could achieve required minimum density would include multi-family residential buildings that would, of necessity, likely require multiple stories of development. It is true that properties to the south and west are designated for rural residential development and are outside of the boundaries of the Carlsborg UGA, and this has led to the current conflicts involved in the present matter. Residents of the Atterberry neighborhood continue to express concern that high-density development is proposed at the entrance to their community. Decisions on density, however, are the result of a political process involved in determining designations for the

¹⁰ See RCW 58.17.110. As noted above, RCW 58.17.040(5) exempts land divisions from the requirements of Ch. 58.17 RCW, when such divisions are "for the purpose of lease" and "when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land" and a binding site plan has been approved "in accordance with local regulations."

Comprehensive Plan and zoning code made by the County Board of Commissioners in the past, which must presently be followed by the Hearing Examiner and County staff.

Mobile home parks are an allowed use in the CR-III zone. The zoning code does not dictate minimum setbacks. County staff with engineering, building, scientific, and fire-safety expertise, reviewed the proposal and determined it would meet all other zoning requirements, including requirements related to setbacks, landscaping, and parking. In addition, internal paths would connect lots to the required open space, and a 9-foot, paved shoulder would be provided in front of the development along Atterberry Road providing improved pedestrian access to Hooker Road.

Because of ongoing disputes related to the stream-typing of Matriotti Creek, DNR conducted an informal conference with other agencies with jurisdiction, including WDFW and the Jamestown S’Klallam Tribe, and determined that a Type 3 designation is appropriate for Matriotti Creek. CAN argues that DNR failed to follow appropriate procedures for convening such an informal conference under WAC 222-16-030 because “those contesting the adopted water types”—namely CAN—were not invited to participate in the conference and that the Informal Conference Note provided no details or explanation as to why the decision to downgrade Matriotti Creek to a Type 3 stream occurred. Nowhere in the Clallam County Code, however, is the Hearing Examiner granted the authority to vacate a decision of DNR or require DNR to follow the procedures it has adopted in its own WACs. Any challenge to the stream-typing of Matriotti Creek on such grounds would, more appropriately, be pursued in superior court through the Land Use Petition Act.

CAN and several members of the public also have argued that the Applicant provided insufficient information to properly review environmental impacts from the proposal. The County disagreed, however, and determined that an EIS would not be necessary under SEPA and that, with mitigation measures, the proposal would not have a significant adverse impact on the environment. Under CCC 27.01.210(2)(a), appeals of threshold determinations associated with an underlying permit heard by the Hearing Examiner shall be filed with the superior court. Accordingly, the Hearing Examiner lacks authority to vacate the County’s determination and any such arguments should be brought before the superior court.

The Hearing Examiner recognizes the strong opposition to the proposed development and has considered the written comments and listened carefully to the testimony provided at the open record hearing. Neighborhood opposition, however, cannot alone justify a land use decision. *Sunderland Servs. v. Paszo*, 127 Wn.2d 782, 903 P.2d 986 (1995).

When the Applicant first began this process approximately two years ago, a dearth of information necessitated the conclusion that insufficient information was provided to determine whether the proposal would comply with and be consistent with the public health, safety, welfare, use, and interest. Now, however, the Applicant has provided reports and studies addressing traffic, stormwater, the wetland on-site, protection of Matriotti Creek, and protection of the critical aquifer recharge area. In addition, the Applicant has altered plans to address the

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
CA Homes, Inc., Binding Site Plan, No. LDV2018-00034

need for overflow parking on-site and improved pedestrian access within and in the vicinity of the project. Currently, adequate provisions ensure that the proposal would be consistent with the public health, safety, welfare, use, and interest.

Conditions are necessary to ensure the proposal complies with and is consistent with all necessary requirements for approval of the binding site plan, including conditions addressing: appropriately recording the plat; installing appropriate screening and landscaping; developing an inadvertent discovery plan; ensuring the 100-foot buffer of Matriotti Creek is measured and confirmed and the 75-foot wetland buffer is marked and surveyed; providing permanent field identification with signs identifying the stream and wetland buffers; ensuring the HMP is implemented; providing a final stormwater plan; ensuring all necessary permits and review occurs for extending water and sewer to the site; and ensuring all requirements of the MDNS are followed/implemented; completing development and recording the final BSP in a timely manner. *Findings 1 – 39.*

DECISION

Based on the preceding findings and conclusions, the request for approval of a binding site plan to allow construction of a 66-lot, manufactured-home park for ages 55 and older on approximately 8.66 acres of a 15.5-acre lot near the corner of Hooker and Atterberry roads is **APPROVED**, with the following conditions.

1. A Binding Site Plan shall be submitted, approved, and finalized prior to construction of the manufactured homes proposed, in conformance with Chapter 29.20 CCC, and shall include the location of all roads, designated open spaces, pedestrian circulation, critical areas and buffers.
2. The final plat must be in substantial conformance with the submitted preliminary Binding Site Plan map dated December 5, 2018, as modified through the conditions cited herein. This decision and conditions of approval are subject to change if information provided by the Applicant or their authorized representative proves inaccurate.
3. The complete plat number and existing parcel number must appear at the top right corner of the final plat as follows:
Plat No. LDV 2018-00034
Parcel No.043022-428020
4. A note on the plat shall indicate that the purpose of the proposal is for residential development.
5. Prior to any land disturbing activities on site the Applicant shall consult the Washington State Department of Archaeology and Historic Preservation to develop an inadvertent discovery plan to be reviewed by the Jamestown S’Klallam Tribe (this is required mitigation from the SEPA Threshold Determination MDNS issued for this proposal on January 11, 2019).

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
CA Homes, Inc., Binding Site Plan, No. LDV2018-00034

6. The 100-foot buffer of Matriotti Creek, a Type 3 stream, must be measured from the ordinary high water mark of the stream per CCC 27.12.315 and shall be confirmed by staff prior to surveying the buffer on the final plat.
7. The 75-foot wetland buffer shall be marked in the field and surveyed onto the final plat map per CCC 27.12.215.
8. Permanent field identification with signs identifying the stream and wetland buffers shall be placed in accordance with CCC 27.12.315(15 and 16) and CCC 27.12.215 (12 and 14) prior to final plat approval, which could entail a split rail fence along the stream buffer with signage posted every 200 feet.
9. The mitigation and habitat management plan prepared by Westech Company shall be implemented prior to final plat approval. Mitigation shall include erosion control measures to be in place during construction that could decrease water quality and/or salmonid habitat. The four areas indicated for planting shall be complete prior to final plat approval.
10. A final stormwater plan, including the erosion and sediment control plan, shall be approved and implemented prior to final plat approval.
11. Best management practices regarding use of fertilizers, herbicides or pesticides as part of the landscape maintenance per CCC 27.12.615(6) shall be noted on the final plat map.
12. The proposed landscaping and fences shall be installed along Atterberry Road and the western property boundary prior to final plat approval. The fence is proposed to be located along the property line to the west with the vegetation on the development side.
13. The Applicant shall provide construction plans and specifications of the extension of the water system to the Clallam County Fire Marshal for review. The plans must be stamped by a registered professional engineer licensed in the State of Washington. The Clallam County Fire Marshal shall approve these plans in writing prior to installation of the system.
14. The Applicant shall install hydrants as specified in Table A of CCC 21.02.035 prior to final plat approval. The Applicant should consult the Clallam County Fire Marshal for further information. Approval of the hydrant placement by the Fire Marshal shall be submitted prior to final plat approval.
15. The location of the hydrants shall be noted on the final binding site plan and all distances verified by a surveyor.

16. Prior to final plat approval, the Applicant shall provide Water Availability Verification (WAV) to the Environmental Health Division. The application shall be accompanied by a letter from the Clallam County PUD#1 stating the distribution system has been installed in accordance with their requirements and specifications. Water mains must be installed to each lot within the phase being complete.
17. The final plat shall state that the lots are served by PUD#1 water system and the Carlsborg Sewer.
18. Knox key switches or an opticon system shall be installed on both of the gates at the entrances of the development. The switch shall be of a type that when activated will allow removal of the Knox key and will leave the gate in the open position so that First Responders do not have to stop and reopen the gate.
19. If the Applicant maintains a 20-foot roadway throughout the development a plat note shall be added that reads "No off-site parking along Atterberry Road or interior roads of the plat" and the interior roads of the plat shall be provided signage that reads "NO PARKING ON ROADWAY/FIRE LANE" and signs shall be posted in a way to be visible from both directions. If a 24-foot-wide road is proposed then a plat note regarding no parking along Atterberry Road, and no parking signs placed on one side of the internal road system will only be required.
20. Roads within the development shall be constructed in accordance to the phase they will be serving and are required to be provided a hard surface of asphalt, concrete or ship seal, or an alternative standard approved by the Clallam County Road Department (this is required mitigation measure from the SEPA Threshold Determination (MDNS) issued for this proposal on January 11, 2019).
21. Connection to the Carlsborg Sewer consistent with Chapter 13.12 CCC is required to serve all lots. The Applicant shall propose a design to the Public Works Department for approval prior to implementation. The Applicant shall provide an "installed as design" letter from the Public Works Department following construction, inspection, and approval by the County prior to final plat approval.
22. The Applicant shall apply for a Hydraulic Permit Application (HPA) from the Washington State Department of Wildlife for placement of sewer lines across Matriotti Creek within the road right-of-way of Atterberry Road if applicable. Verification from WDFW staff that an HPA is not necessary will be required if that determination is made.
23. The Applicant shall submit an application to the Army Corps of Engineers for placement of sewer lines across or under Matriotti Creek.
24. The proponent shall widen the north half of Atterberry Rd. for a total of 20 feet from the centerline of Hooker Road to the west property line and then taper the widening down to

the existing road width. This improvement will provide for a nine-foot-wide paved shoulder that can be used by pedestrians, and unlike the proposed five-foot separated walking path, will not need to be removed when the road is widened in the future by Clallam County. This improvement shall be completed prior to final plat approval, and construction plans for approval of a Right-of-Way permit shall be designed by an Engineer licensed in the State of Washington and approved by the Clallam County Public Works Department prior to construction. The Public Works Department will consider alternative proposals by the proponent that provides for substantially equivalent mitigation (this is required mitigation measure from the SEPA Threshold Determination (MDNS) issued for this proposal on January 11, 2019).

25. A lighting plan shall be submitted and approved prior to the issuance of any building permits to ensure no off-site glare to the street or adjacent properties. All outdoor lighting shall be directed downward and shielded to prevent glare and light trespass onto neighboring properties and roads. The lighting plan shall be prepared by a qualified professional and note the location, type, and intensity of lighting. It shall also demonstrate how location, type, and mitigation measures (i.e., shielding) will prevent glare and light trespass. The approved plan must be implemented and any significant changes to the number of lighting fixtures, location, and intensity will require an updated lighting plan to be approved by Clallam County (this is required mitigation measure from the SEPA Threshold Determination (MDNS) issued for this proposal on January 11, 2019).
26. The Applicant shall comply with the requirements for final plat approval of Chapter 29.20 CCC (*forms available at the Clallam County Department of Community Development*).
27. Prior to inspection of the required improvements, the Applicant shall submit to the County a completed Affidavit of Improvements and Improvement Inspection Request (forms are available from the Clallam County Department of Community Development).
28. All persons with legal ownership interest in the subject property shall sign the final binding site plan.
29. Current year property taxes (year in which the plat is to receive final approval) and any delinquent assessments for which the property may be liable shall be paid in full to the Clallam County Treasurer.
30. The final binding site plan submittal must demonstrate compliance with all conditions of approval and with the minimal information, survey, and monument standards required for final plats under Chapter 29.20 CCC.
31. The Applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final binding site plan approval.

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
CA Homes, Inc., Binding Site Plan, No. LDV2018-00034

32. Upon completion of all of the above requirements, the Applicant shall submit the Certificate of Title and three (3) copies of the proposed final plat and appropriate fees for review by the Administrator for final approval.
33. All certification stamps and signatures shall be in permanent black ink.
34. The final binding site plan which meets all the requirements of Title 29 and of this decision must be submitted to the Administrator for processing, and approval by the Clallam County Board of County Commissioners within five years of the date of this preliminary binding site plan approval. The final binding site plan may be presented in phases to the County at any time during the period of preliminary approval. The preliminary approval shall be null and void unless a final binding site plan is approved and recorded during the original five-year approval period.

Decided this 25th day of February 2019.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) 30
JAN 12 2026

Department: DCD

WORK SESSION Meeting Date: 01/12/2026

REGULAR AGENDA Meeting Date:

Required originals approved and attached?

Will be provided on:

Item summary:

- Call for Hearing
- Resolution
- Draft Ordinance
- Contract/Agreement
- Proclamation
- Final Ordinance
- Budget Item
- Other- Pre-grant application

Documents exempt from public disclosure attached:

Executive summary:

Clallam County along with collaborators. the Quileute Tribe, WSDOT, PUD, and Ecotrust Forest Management (EFM) would like to apply for funding through Floodplains by Design funding opportunity 2027-29. Clallam County would be the applicant If this grant application is funded it will help move our goals forward for reducing flood risk on SR 110, of conservation of the riparian corridor and restoration funding to move the Quileute Tribe’s lower Bogachiel River project from 60% design to final and address the planned trail corridor through the proposed project site.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?**
No budgetary impact at this time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please sign pre-grant application form

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

Name of Employee/Stakeholder attending meeting: Rebecca Mahan/Bruce Emery _____

Relevant Departments: DCD

Date submitted: 01/07/2026

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

Agenda Item Summary Bogi FpD
Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **DCD**

DATE SUBMITTED TO W/S:

GRANT NAME: **Floodplains by Design Grant**

APPLICATION DEADLINE: **1/23/2026**

ISSUING AGENCY: **Washington Department of Ecology** IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **2 year**

RENEWAL POSSIBLE? **N/A**

TOTAL AWARD: **\$ up to 10 million**

ANNUAL AMOUNT :**N/A**

MATCH REQUIRED? **No**

MATCH AMOUNT: **N/A**

DESCRIPTION OF GRANT AND PURPOSE:

The Floodplains by Design grant program is for reducing flood risk and restoring floodplain functions in Washington's major river corridors. Local and Tribal governments, along with nonprofits are using Floodplains by Design grants to complete multi-benefit projects that reduce flood hazards to communities to restore natural functions of rivers and their floodplains.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS: This grant will help address the yearly flooding of SR 110 that closes the road and isolates Clallam County residents and the Quileute Reservation from the rest of the Peninsula. SR 110 is the only paved access for emergency services, transportation and delivery of essential goods. This grant will also look to address Clallam county's proposed trail corridor through the project site. This grant will include conservation easements on EFM lands that encompass the Channel Migration Zone, floodplains, riparian land beneath slope breaks, and a minimum of 200' corridor for the Bogachiel River. Funds from this grant will also support restoration efforts led by the Quileute Tribe's lower Bogachiel River project.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

No

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

Performance measures will be established by funding agency if funded. We hope to complete restoration designs, additions of conservation easements, feasibility study addressing flooding at the Bogachiel bridge on SR 110.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

No

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

No match required.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

This project has been discussed with Public Works.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

No

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Other funding opportunities will need to be pursued to accomplish the goals of this project.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

30% indirect rate with the ability to negotiate for County's indirect rate of 35.02%

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

If funded the grant funds will need to be added to the budget.

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



AGENDA ITEM SUMMARY

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

4a
JAN 12 2026
3a

Department: BOCC

WORK SESSION Meeting Date: 1-12-26

REGULAR AGENDA Meeting Date: 1-13-26

Required originals approved and attached?

Will be provided on:

Item summary:

- | | | |
|---|--|--|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance | <input type="checkbox"/> Final Ordinance | <input checked="" type="checkbox"/> Other - Notice |

Documents exempt from public disclosure attached:

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on January 27, 2026.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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?**

See attached form(s).

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

Approve the attached notice – Budget revisions.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)

Budget Revisions 1-13-266
Revised: 3-04-2019



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on January 27, 2026 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Health & Human Services–Environmental Health – The HHS Environmental Health budget is being revised to purchase a venting unit for the water lab, replacing a 2025 budget request that was not used because the final invoice exceeded the approved amount/\$10,000

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: January 13, 2026

Mike French, Chair

Publish: January 17 and 24, 2026

Bill: Commissioners' Office

c: Budget Coordinator
Department(s)
Treasurer

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 12-26-2025 Budget Hearing/Meeting Date: 1-27-2026 ✓

- Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- Budget Reduction** – a reduction in revenues and/or expenditures.

Budget Number xxxxx.xxx. 00100.511 ✓ **Budget Name** HHS – Environmental Health ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	56252.31.0075 ✓	Laboratory Supplies ✓	10,000 ✓
Total				10,000 ✓

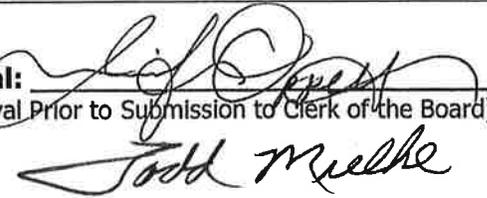
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	59462.64.0010 ✓	Machinery & Equipment ✓	10,000 ✓
Total				10,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The HHS Environmental Health budget is being revised for a capital purchase for the water lab. The equipment purchased will be a venting unit that will be used when processing laboratory samples that use chemicals that need ventilation. This will be replacing the budget change request that was made during 2025 which was not utilized because the final invoice received exceeded the amount of the budget request.

County Official Approval: 
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)





AGENDA ITEM SUMMARY

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

59
JAN 12 2026

Department: BOCC

WORK SESSION Meeting Date: 1-12-26

REGULAR AGENDA Meeting Date: 1-20-26

Required originals approved and attached?

Will be provided on:

Item Summary:*

- Call for Hearing
 - Resolution
 - Draft Ordinance
 - Contract/Agreement/MOU**
 - Proclamation
 - Final Ordinance
 - Contract # 19925.26.023
 - Budget Item
 - Other
- Documents exempt from public disclosure attached:

Executive summary:

Personal Services Agreement with Clallam County Public Works in the amount of \$65,450 for 2026 Hotel/Motel Tax Funds.

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?**
\$65,450

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners – Randy Johnson

Relevant Departments: Board of Commissioners

* 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)



PERSONAL SERVICES AGREEMENT

Contract 19925.26.023

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

Name: Public Works
Address: 223 E 4th St., Suite 6
Port Angeles, WA 98362
Phone N^o: 360-417-2290

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 2026

CONTRACTOR

CLALLAM COUNTY

[Signature]

Clallam County Public Works
Steve Gray – Deputy Director

Mike French

Date: 12/31/25

ATTEST:

Loni Gores, MMC, Clerk of the Board

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

Originals: BOCC
Vendor
Initiating Department

Copies: 5

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for the Olympic Discovery Trail for Priest Road to Dungeness River Center Trail repair. See attached ATTACHEMENT E for full request details.

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$65,450 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) One payment in the amount of \$65,450 to be paid when the contract is fully executed.

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:

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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):

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	\$	per occurrence
	\$	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: \$ 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):.



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CLALLAM CO. COMMISSIONERS

OCT 10 2025

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11:03 AM
13

**LODGING TAX FUNDING APPLICATION
2026**

GUIDELINES

Clallam County lodging tax paid by visitors is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities within the unincorporated areas of Clallam County.

This application is for applicable large-scale events, projects or infrastructure improvements only. Minimum grant is \$5,000. Marketing requests should be directed to the Olympic Peninsula Visitor Bureau (OPVB) Tourism Enhancement Grant program.

I **AMOUNT of Lodging Tax Requested:** \$ 65,450

II **Agency/Organization Name:** Clallam County Public Works
 Organization is Government Entity 501(c)3 501(c)6 Other
 Federal Tax ID No. 91-601298 UBI Number 054 004 559

III **Project/Activity/Event:** Olympic Discovery Trail - Priest Road to Dungeness River Center Trail Repair

IV **Representative Contact Information:**
 Name, Title William Habel, Regional Trails & Active Transportation Coordinator
 Mailing Address 223 E 4th St #6, Port Angeles WA 98362
 Phone(s) 360-417-2309
 Email william.habel@clallamcountywa.gov

V **Service Categories, check all applicable:**
 Tourism Promotion/Marketing (individual marketing request, contact OPVB)
 Operation of a Special Event/Festival designed to attract tourists
 Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization
 Operation and/or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding. I understand and affirm that:
- If awarded, my organization intends to enter into a contract with Clallam County and meet all specified requirements of that contract.
- My Agency/Organization is required to submit a report documenting economic impact results in a format determined by Clallam County.


Signature

Date: 10/10/2025

William Habel, Regional Trails & Active Transportation Coordinator
Print or Type Name

LODGING TAX APPLICATION – REQUIRED SUPPLEMENTAL QUESTIONS

(You may use this Supplemental Questions form or type the questions and answers on separate sheets)

1. How will the project/program help increase the number of people traveling to Clallam County for business or pleasure on a trip?

The Olympic Discovery Trail (ODT) is an internationally renowned recreation destination that attracts hundreds of thousands of users each year. A cohesive and well maintained ODT will help encourage those who visit our county to return, as much of the trail typically cannot be experienced in a single trip. A good experience for those who visit will also encourage positive word of mouth and trail reviews, further encouraging visitation. Poorly maintained trails that cause unpleasant rides typically will have the opposite effect. The grade failure and root bumps have created a safety issue for trail users of all types. The location of this project is especially important, as the segment of trail spanning from Priest Road to the Dungeness River Center is one of the most heavily trafficked in the entire trail system. The Dungeness River Center is a major tourist attraction on its own: offering history, nature, and recreation opportunities to visitors and locals.

Our proposal is to repair one of the most heavily trafficked tourist locations on the ODT. Approximately 500-700 feet of trail base has failed or partially failed, leading to large slumps and pavement discontinuities. Multiple comments from the Sequim Wheelers, Peninsula Trails Coalition, general public and other cyclist groups have prompted the need for quick action in seeking repair. The trail segment from Priest Rd to the River Center is generally in good shape, with most of the grade failure and major root intrusion closer to the River Center. The County has a narrow easement through this area, and will need to take special precautions to avoid private property intrusion or damage when repairing this segment of trail.

2. How will the project/program help increase paid overnight accommodation in Clallam County?

The ODT provides opportunities for varied trail experiences along the route that can support both day and multi-day trips that are attractive to visitors and provide opportunities for current and new trail events that attract thousands of visitors annually. Many of these visitors stay at lodging establishments throughout our County. Completing the ODT will expand visitor recreational opportunities and increase need for lodging in western Clallam County. This project will improve a heavily trafficked section of trail near a very popular tourist destination. A more enjoyable and safer trail experience for those visitors to our county will promote further usage of the ODT and encourage repeat visitation.

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

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hosts frequent events year-round, encouraging visitors during Clallam County's typical off season. The trail counter installed at the River Center recorded **177,535** users in the first 3 quarters of 2025, despite being offline during the months of May, June and July, which are considered peak or close to peak tourist season.

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5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

This is a non-event project.

6. **2026 Tourism-Impact Estimate**

(Actual must be completed by applicants who had a Clallam County Lodging Tax Contract in 2025)

As a direct result of your proposed tourism-related service, please provide:	2026 Estimate	2025 Actual	Methodology
a. Overall attendance at your event/activity/facility	231,147	228,858	¹ Trail Counter
b. Number of people who travel more than 50 miles for your event/activity/facility	101,705	100,698	² Structured Estimate
c. Of the people who travel more than 50 miles, the number of people who travel from another country or state.	70,177	69,482	Structured Estimate
d. Of the people who travel more than 50 miles, the number of people who stay overnight in the unincorporated Clallam County area.	54,738	54,196	Structured Estimate
e. Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed-breakfast, RV park, in the unincorporated Clallam County area.	48,716	48,234	Structured Estimate
f. Number of paid lodging room nights resulting from your event/activity/facility.	16,239	16,078	Estimated Party of 3

¹ Trail counts based on Spruce Railroad Trail Counter. 2026 estimates based on a conservative 1% increase in tourism.

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7. Is there a host hotel for your event? If yes, please identify.

Although this project is not an event, the ODT supports typically 10 or more trail events throughout the year. Many visitors participating in trail events stay in local hotels and other lodging establishments.

8. Describe the prior success of your event/activity/facility in attracting tourists.

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9. Describe your target tourist audience (location, demographics, etc.)

The ODT offers tourists and visitors of all ages a recreational facility for bicycling, hiking, running, horseback riding and other non-motorized uses. The ODT is ADA accessible, ensuring no visitor to our county is left unable to enjoy this incredible amenity.

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12. Are you applying for Lodging Tax funds from another community (yes or no)? If yes, indicate below where applying and for how much. Do **NOT** attach a copy of the application. Yes, but not for this particular project. Clallam County Public Works has applied for funding from the City of Forks Lodging Tax fund for a project within Forks City Limits. The application requested \$40,000 to assist with Public Work's match obligations for the Forks Calawah River Park to Sitkum-Sol Duc Road trail and bridge project.

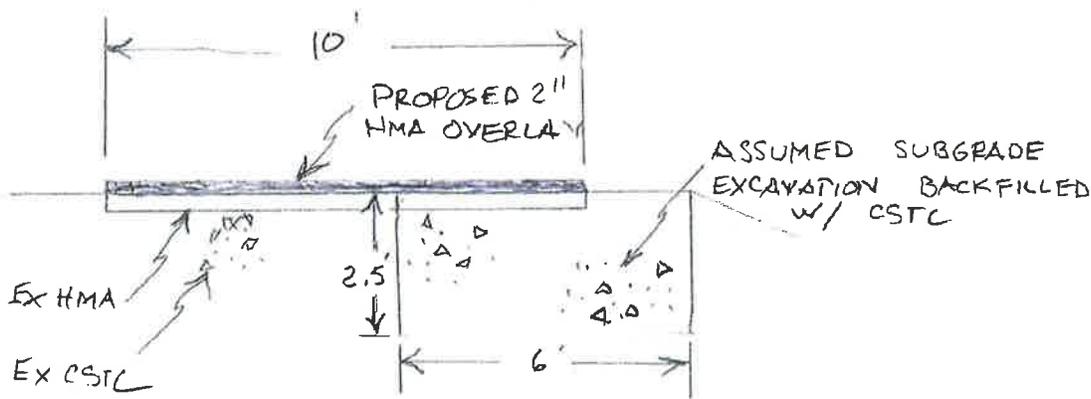
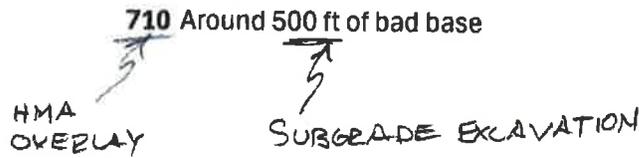
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What percent of the budget are you requesting from Clallam County Lodging Tax Fund? 100%

14. Please describe your plans for securing the remainder of the funds necessary to complete your event/activity/facility.

As budgets are currently tight, Clallam County will likely forgo undergoing the repairs needed and wait for another opportunity to find alternative funding for this project.

Spot #	Length(ft)	Notes
1	300	Root bumps
2	150	Slumps
3	125	Could be around 50 ft
4	40	Root Bumps
5	75	Root bumps
6	20	Divots

10/10/25
RBY



ESTIMATE

SUBGRADE EX	\$80/cy
CSTC	\$60/cy
HMA	\$225/TON

$$\text{SUBGRADE EX } (30") \left(\frac{1 \text{ FT}}{12"} \right) (6') (500') \left(\frac{1 \text{ CY}}{27 \text{ FT}^3} \right) \approx 280 \text{ CY}$$

$$280 \text{ CY} @ \$80/\text{CY} = \$22,400$$

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$$= \$16,800$$

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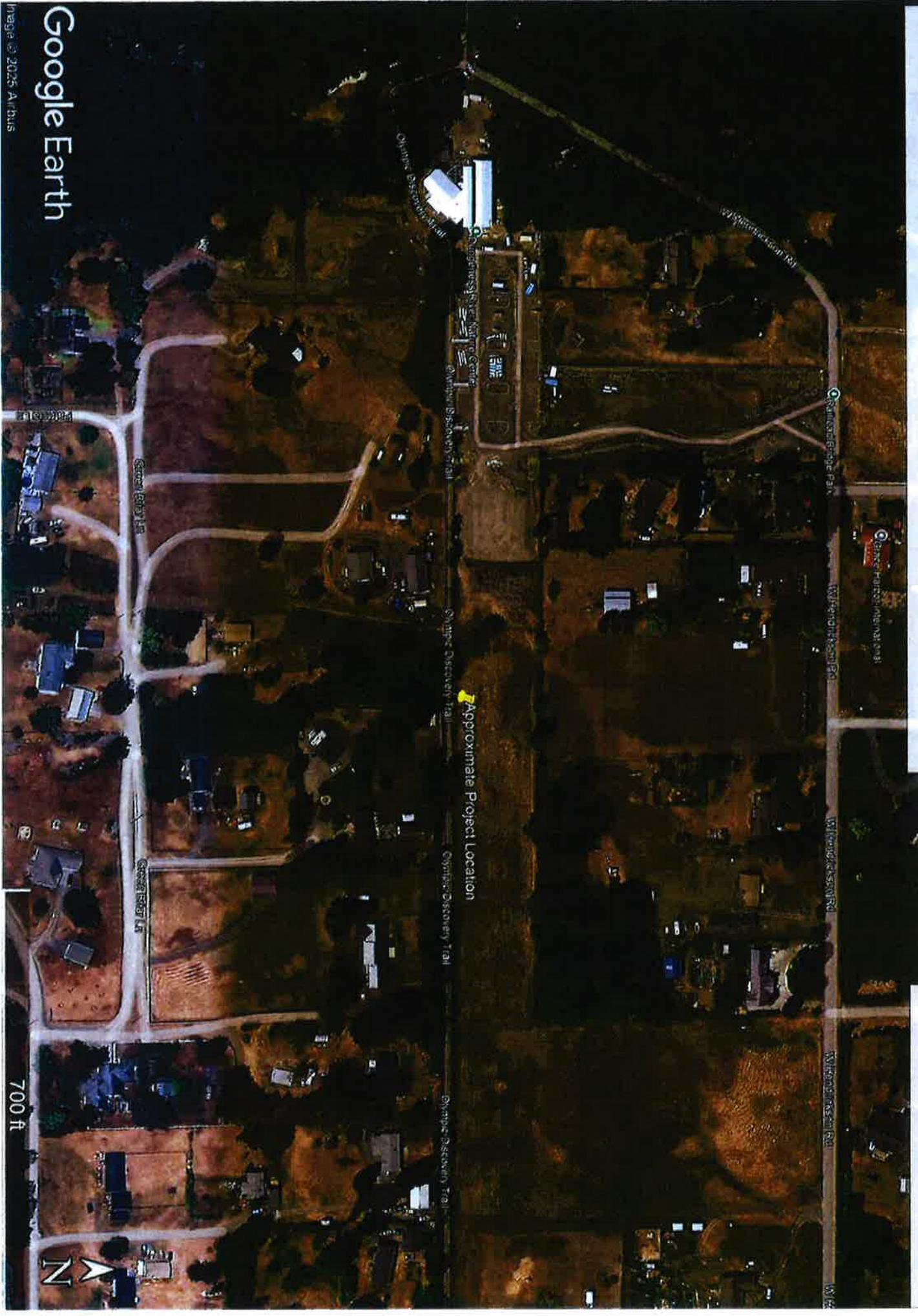
$$90 \text{ TONS} @ \$225 = \$20,250$$

$$\underline{\$59,450}$$

$$\text{MOBILIZATION} = \$10$$

$$\approx \$6,000$$

$$\text{ESTIMATED COST } \underline{\underline{\$65,450}}$$



Google Earth

Image © 2025 Airbus

700 ft









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Phone(s) 360-417-2309
Email william.habel@clallamcountywa.gov

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Signature

Date: 10/10/2025

William Habel, Regional Trails & Active Transportation Coordinator
Print or Type Name

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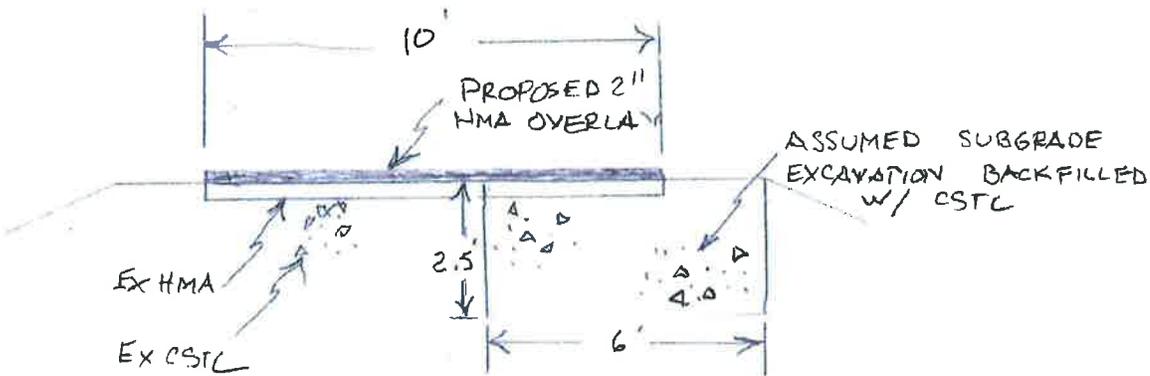
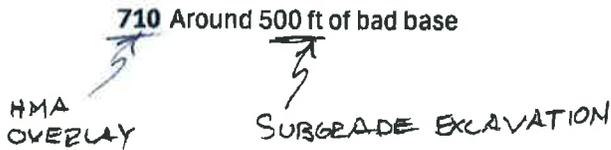
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10/10/25
PBC

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HMA	\$225/TON

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\$59,450

Mobilization = \$10

$\approx \$6,000$

ESTIMATED COST \$65,450

ODT- Priest Rd to Dungeness River Nature Center

Legend

 Approximate Project Location



Google Earth

Image © 2025 Airbus

700 ft







50

AGENDA ITEM SUMMARY JAN 1 2 2026
(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION Meeting Date: 1-12-26

REGULAR AGENDA Meeting Date: 1-20-26

Required originals approved and attached?
Will be provided on:

Item Summary:*

- Call for Hearing
 - Resolution
 - Draft Ordinance
 - Contract/Agreement/MOU**
 - Proclamation
 - Final Ordinance
 - Contract # 19925.26.025
 - Budget Item
 - Other
- Documents exempt from public disclosure attached:

Executive summary:

Personal Services Agreement with the Olympic Peninsula Visitor Bureau in the amount of \$850,000 for 2026 Hotel/Motel Tax Funds.

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?**
\$850,000

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners – Randy Johnson

Relevant Departments: Board of Commissioners

* 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)

Olympic Peninsula Visitor Bureau 1-20-26
Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.26.025

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

Name: Olympic Peninsula Visitor Bureau
Address: P.O. Box 670
Port Angeles, Washington 98362
Phone N^o: 360.452.8552

(hereinafter called "Contractor").

This Agreement is comprised of:

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

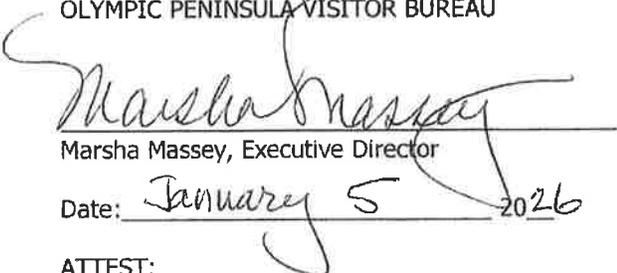
copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the first day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2026.

OLYMPIC PENINSULA VISITOR BUREAU

BOARD OF CLALLAM COUNTY COMMISSIONERS



Marsha Massey, Executive Director

Mike French, Chair

Date: January 5 2026

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.26.025

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

Name: Olympic Peninsula Visitor Bureau
Address: P.O. Box 670
Port Angeles, Washington 98362
Phone Nº: 360.452.8552

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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 first day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2026.

OLYMPIC PENINSULA VISITOR BUREAU

BOARD OF CLALLAM COUNTY COMMISSIONERS

Marsha Massey

 Marsha Massey, Executive Director
 Date: January 5 2026

Mike French, Chair

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

Clallam County is responsible for the hotel/motel tax collected in the unincorporated areas of Clallam County and these funds are limited by statute. Clallam County is dedicated to using hotel/motel tax funds to enhance tourism in the unincorporated areas of the County by working together with other governmental agencies, groups, and organizations.

The Contractor, a non-profit corporation, was formed to promote and develop a multi-faceted, year-round tourism industry in Clallam County and is willing and able to assume the responsibilities as set forth in this document.

Purpose of Agreement: To establish a comprehensive, viable tourism industry in Clallam County and a professionally managed tourism promotion and enhancement program by:

- a) Working to increase and enhance the use of countywide lodging facilities by developing and executing a tourism, publicity, and marketing plan targeted to potential visitors from outside Clallam County.
- b) Enhancing and extending the tourism season through increased shoulder season marketing including, but not limited to, better access and availability of information on facilities, activities, and events within Clallam County specifically, and the Olympic Peninsula in general.
- c) Through partnerships, developing and promoting programs that direct tourists from one area of the Olympic Peninsula to another to enhance the number of days spent in Clallam County.
- d) Developing, supporting and/or promoting a broad spectrum of experiences, activities, and events within the County that encourage tourists to extend and/or repeat visits to the area.
- e) Developing and administering a tourism marketing grant program for Clallam County, under the lodging tax guidelines.
- f) Coordinating various communications and publications including, but not limited to, monthly e-newsletters, lure brochures, and special seasonal publications as directed by the Board of Directors.
- g) Developing and maintaining an active program of communication to related tourism information providers.
- h) Building community awareness of the economic value of tourism through media relations and community involvement.
- i) Providing leadership and guidance to partners in the development of tourism marketing strategies.
- j) Developing and implementing countywide tourism marketing program in concert with the Board of Directors.
- k) Providing leadership to and administration of the joint marketing partnership (Olympic Peninsula Tourism Commission) as the organization's contribution to the overall effort of promoting the Olympic Peninsula regional destination for visitors coming from 50 miles away or more.
- l) Maintaining and enhancing the OlympicPeninsula.org website.
- m) Working with the Parks, Fair and Facilities Department to promote use of County Parks for day use and overnight stays by out-of-area visitors, through communications, public relations, advertising, representation on OlympicPeninsula.org website, and appropriate printed materials. As needed, provide assistance to the County to improve Park web pages.
- n) Include the County Fair in the events portion of the website and relevant printed collateral.

The Contractor shall:

- a) Take all steps necessary to accomplish the goals and objectives set forth in "Purpose of Agreement" above.
- b) Notify Clallam County at the time the budget is negotiated each year of any and all bylaw amendments adopted by the Contractor's Board.
- c) Develop an annual operating and capital budget including program goals and objectives, and submit it for approval by LTAC before going to the Clallam County Board of Commissioners for consideration by November 1.
- d) Maintain all accounting and expenditure records of the budget. These records and accounts shall accurately reflect all direct and indirect costs incurred and services performed pursuant to this contract. These records shall be kept for five (5) years by the Contractor and shall be subject to

inspection or audit by the County at all reasonable times during the performance of this contract and five years after termination thereof.

- e) Meet with the Clallam County Board of Commissioners or their designee two times each year to review goals and objectives for tourism enhancement and expenditure of funds, and once a year to discuss the proposed budget for the coming year, set the amount of financial support, and review the achievements of the past year.
- f) Select members to the Contractor's Board according to its bylaws, assuring that the Contractor's board responsibly performs its duties as enumerated in this agreement, and establishing rules as to the operation of the Contractor.
- g) Require review and approval by the Clallam County Board of Commissioners of any budget revisions which change the scope of work of this agreement.
- h) Ensure the tourism promotion program funded under this agreement is consistent with the intent of RCW 67.28.

See Attachment E for full copy of LTAC application details

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$850,000 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:

<i>Name/Position</i>	<i>Hourly Rate</i>
----------------------	--------------------

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 which 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 which 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. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 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 thirty (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 fifteen (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 ten (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 thirty (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: Clallam County

Title: Board of Commissioners Office and Finance Departments

Address: 223 East 4th Street, Port Angeles, WA 98362

Telephone: 360-417-2256 and 360-417-2382

E-mail: loni.gores@clallamcountywa.gov and Eleanor.Hill@clallamcountywa.gov

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. ***Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.***
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

Reports shall include any problems, delays or adverse conditions 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:

- COMPREHENSIVE GENERAL LIABILITY:**

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence
- 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
Property damage liability	\$	per occurrence

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

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

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

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

- 3. Liquidated Damages. 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):.

RECEIVED
CLALLAM CO. COMMISSIONERS



OCT 10 2025

1...2...3...A...

11:42 AM
HB

**LODGING TAX FUNDING APPLICATION
2026**

GUIDELINES

Clallam County lodging tax paid by visitors is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities within the unincorporated areas of Clallam County.

This application is for applicable large-scale events, projects or infrastructure improvements only. Minimum grant is \$5,000. Marketing requests should be directed to the Olympic Peninsula Visitor Bureau (OPVB) Tourism Enhancement Grant program.

- I **AMOUNT of Lodging Tax Requested: \$850,000**
- II **Agency/Organization Name:** Olympic Peninsula Visitor Bureau (OPVB)
Organization is Government Entity 501(c)3 501(c)6 Other
Federal Tax ID No. 91-1355604 UBI Number 601007747
- III **Project/Activity/Event:** 2026 OP Destination Marketing Organization Annual Budget
- IV **Representative Contact Information:**
Name, Title: Marsha Massey, Executive Director
Mailing Address: PO Box 670, Port Angeles, WA 98362
Phone(s): 360-452-8552
Email: director@olympicpeninsula.org

- V **Service Categories, check all applicable:**
 Tourism Promotion/Marketing (individual marketing request, contact OPVB)
 Operation of a Special Event/Festival designed to attract tourists
 Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization
 Operation and/or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding. I understand and affirm that:
- If awarded, my organization intends to enter into a contract with Clallam County and meet all specified requirements of that contract.
- My Agency/Organization is required to submit a report documenting economic impact results in a format determined by Clallam County.

Marsha Massey
Signature

Date: 10-9-2025

Marsha Massey
Print or Type Name

LODGING TAX APPLICATION – REQUIRED SUPPLEMENTAL QUESTIONS

(You may use this Supplemental Questions form or type the questions and answers on separate sheets)

1. How will the project/program help increase the number of people traveling to Clallam County for business or pleasure on a trip?

As the region's official destination marketing organization (DMO), our work is to promote the Olympic Peninsula destination including Clallam County across multiple channels, to attract visitors and stimulate economic development across the OP, including **Clallam County**. To do so, we engage in:

- * Strategic Planning
- * Destination Promotion - storytelling, branding
- * Marketing and Advertising (through a variety of channels).
- * Public relations, media relations, consumer communications
- * Collaboration and partnerships
- * Supporting Visitor Services: websites, guides, maps, itinerary planning, travel planning assistance and consultation, support for area Visitor Information Centers (VICs)
- * Support and promotion of area festivals and events
- * Research and data analysis
- * Destination development
- * Advocacy and stakeholder support

While OPVB focuses resources on supporting Clallam County (including Sequim, Port Angeles, Forks and Clallam Bay/Seki), it also functions as the regional destination marketing organization for the Olympic Peninsula, working collaboratively with Sequim, Port Angeles, Forks, Jefferson County and Port Townsend, as well as Mason County and Grays Harbor County to collectively promote tourism to the Olympic Peninsula. As the leading funder of and administrator for the Olympic Peninsula Tourism Commission (OPTC), OPVB collaborates with the OPTC's other funding partners to market the Olympic Peninsula as a regional destination, with great diversity of locations and experiences, worthy of a multiple-day visit or a repeat visit and accessible all year long.

General marketing initiatives aimed at attracting overnight visits to the Olympic Peninsula include shoulder season marketing campaigns, print and digital advertising, social media, public relations, familiarization tours, operating the official Olympic Peninsula tourism website, handling visitor inquiries, production, and distribution of the official Olympic Peninsula Travel Planner.

For 2026, in accord with the **Olympic Peninsula Tourism Master Plan**, OPVB and OPTC's marketing efforts will continue to focus on communicating a unified brand, on further development of non-peak season visitation, by targeting new market segments and expanding non-peak season content. (A copy of the Olympic

Peninsula Tourism Master Plan is [LINKED HERE](#), or can be provided upon request).

For 2026, we will also continue to engage with our northern neighbors on Vancouver Island to develop and support the Juan de Fuca Tourism Corridor cross border collaboration. We have a steering committee working on that initiative.

We will also create collaborative opportunities to raise exposure of the Olympic Peninsula and Clallam County before, during and after the 2026 FIFA World Cup soccer games in Seattle. This is still in development, but we want to take good advantage of this unique opportunity to not only encourage 2026 travel to the Olympic Peninsula, but to sow seeds of travel inspiration for future travel to global audiences.

For rural Clallam County, OPVB has also picked up future marketing for the Highway 112 Juan de Fuca National Scenic Byway, since the dissolution of the Highway 112 Byway Association. We will be maintaining, and eventually redesigning their website, as well as continuing to update, print and distribute the Highway 112 map brochure.

2. How will the project/program help increase paid overnight accommodation in Clallam County?

As the regional destination marketing organization, OPVB works to communicate a sense of place and inspire / attract visitors to choose the Olympic Peninsula over other destinations, such as the Oregon Coast or the San Juan islands, or Washington's wine country. Once the potential visitor expresses interest in the regional destination, they are able – through various tools including the Olympic Peninsula website and collateral or direct travel counseling - to learn more about the specific locations and their offerings (lodging, dining, activities) that might appeal to them. **We help them “connect the dots” and plan longer stays.**

OPVB's entire focus is on visitors who will travel from more than 50 miles away and have potential to stay overnight in the destination. Working collaboratively with our area's destination partners (through OPTC), our message is that, both in size and activities, the Olympic Peninsula is a **multi-day destination** (therefore requiring overnight stays). The website and the Travel Planner feature specific destination and event information for each region of the Peninsula, as well as lodging listings for each partner, including unincorporated Clallam County. We are building stories and multi-day itineraries on the website. The website (olympicpeninsula.org) features a **lodging booking widget** to assist travelers in planning and booking their stays.

Destination marketing is a long game, it is ongoing and compounding, built up year over year. We can see the compounding effects reflected in the **continued growth of county lodging tax funds**. *(Please reference Attachment D for details)*

YTD Sept 2025 vs YTD Sept 2024:

- Unincorporated Clallam County: +4.8% (noting a major refund in April 2025)
- All Clallam County (including Forks, Sequim, Port Angeles): +6%

YE 2024 vs YE 2020 (5 years, including COVID and post-COVID recovery)

- Unincorporated Clallam County: +156%
- All Clallam County (including Forks, Sequim, and Port Angeles): +161%

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

All marketing initiatives are targeted to audiences off the Olympic Peninsula (non-locals) and are designed to bring visitors to the Olympic Peninsula, primarily in the non-peak time periods. Specific demographics are answered in Question #9, but in general, our key target markets include:

- Drive markets of Western Washington / Western Oregon
- Balance of Washington / Oregon and other Western states: CA, AZ, CO, ID
- Victoria and Vancouver Island, British Columbia (as appropriate)
- In collaboration with State of Washington Tourism (SWT), Visit Seattle and Port of Seattle, key inbound international markets, primary the UK, Germany, Benelux, Australia, South Korea and Japan.

Some of the marketing tools employed include:

- Campaign advertising, focused on spring and fall travel
- Selective cooperative print advertising
- Website stories / blogs
- Promotion of area events / festivals
- Itinerary development
- Familiarization (FAM) tours for media and tour package development
- Monthly e-newsletter communications (68K opt-in subscribers) featuring seasonal, timely inspiration for planning a visit to the Olympic Peninsula

4. How will the project/program encourage visitors to come from another country or state?

According to our website and travel planner distribution data, our key visitor inquiries come from:

- Washington (heavily I-5 corridor)
- Oregon
- California
- Florida
- Texas
- Arizona
- Midwest (Ohio, Illinois, Michigan, Pennsylvania)

These target markets also align with the State of Washington Tourism's target markets, based on their extensive research. Working in collaboration with the State of Washington Tourism office (SWT) offers economies of scale for any national and international reach.

Additionally, the Olympic Peninsula has developed a strong international visitor audience, and there will be additional opportunities in 2026 in association with the World Cup soccer games in Seattle in June / July. Although smaller in numbers than domestic travel, international travelers statistically stay longer and spend more money in market. They are drawn to areas with national parks and outdoor

recreation, and the Olympic Peninsula offers all of that within proximity to major gateways of Seattle and Portland. Through our close collaboration with the State of Washington Tourism, the Port of Seattle, and Visit Seattle, we continue to grow our exposure in key international feeder markets to the Pacific NW.

Storytelling is key to inspiring travel. We do this by working collaboratively to build layers of stories in print and digital media and then sharing those stories through a variety of channels. FAM tours allow us to bring writers and content creators to our area to develop inspiring stories for their readers (print, digital, social), nationally and internationally. FAM tours also provide in-destination professional development for tour operators (primarily international) to package and market travel to the Olympic Peninsula. We use storytelling in our regular website blogs, which are then supported by our monthly e-news communications and social media. We use storytelling in developing multi-day suggested itineraries across the Olympic Peninsula, targeted to inspire four-season travel.

2026 will also offer unique opportunities around the World Cup soccer matches in June / July to broaden exposure of the Olympic Peninsula to international audiences. We have already partnered with State of Washington Tourism in some of their marketing tools targeted at this event (FAMS, special website, digital assets) and we will continue to look for other appropriate collaborations.

Not to overlook our neighbors to the north, 2025 has been a difficult year for any Canadian travel to the US, including from Vancouver Island and Victoria, BC to the Olympic Peninsula. We will continue to work sensitively with our partners at Black Ball Ferry, to encourage and promote cross-border travel, especially in the non-peak seasons.

5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

N/A

6. 2026 Tourism-Impact Estimate

(Actual must be completed by applicants who had a Clallam County Lodging Tax Contract in 2025)

State law governing the distribution of lodging tax funds requires them to be used primarily to encourage visitors from out of the area, so do your best!

As a direct result of your proposed tourism-related service, please provide:	2026 Estimate	2025 Actual	Methodology
a. Overall attendance at your event/activity/facility	2,700,000	2,500,000	Structured Estimate
b. Number of people who travel more than 50 miles for your event/activity/facility	525,000	500,000	Structured Estimate
c. Of the people who travel more than 50 miles, the number of people who travel from another country or state.	165,000	160,000	Structured Estimate
d. Of the people who travel more than 50 miles, the number of people who stay	400,000	385,000	Structured Estimate

overnight in the unincorporated Clallam County area.	Clallam: 160,000	Clallam: 155,000	
e. Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed-breakfast, RV park, in the unincorporated Clallam County area.	225,000 Clallam: 112,000	220,000 Clallam: 110,000	Structured Estimate
f. Number of paid lodging room nights resulting from your event/activity/facility.	180,000 Clallam: 89,000	175,000 Clallam: 87,000	Structured Estimate

7. Is there a host hotel for your event? If yes, please identify.

No, we are not an event. However, we support and promote all Clallam County lodging establishments through lodging listings on our website and through listings in the Book>Direct booking tool on our website.

8. Describe the prior success of your event/activity/facility in attracting tourists.

Summary of tourism economic impact, from "2024 Tourism Economics" state-wide report, prepared for State of Washington Tourism:

2024 Visitor Spending and Travel Impacts for Clallam County:

- Total Visitor Spending: \$297.6 Million
- Combined State / Local Tax Receipts from Visitor Spending \$25.4 Million
- Direct Employment: 1,875 (5.04% of county employment)
- Labor Income (Direct Employment): \$68.1 Million

Please reference Attachment E for further details.

Familiarization tours for media, content creators and professional tour operators:

- 2025 year to date, we have hosted 13 FAM tours for media, content creators and tour operators around the Olympic Peninsula. Nearly all included Clallam County.
- State of Washington Tourism, the Port of Seattle and Visit Seattle have also included shorter visits to the Olympic Peninsula in some of their FAM tours, which did not require assistance from the DMO, but which did provide additional exposure
- Countries represented in these FAM tours include: South Korea, Japan, the UK, Germany and German-speaking markets, France, the Netherlands, and Australia, in addition to domestic US.

Another example of prior success in attracting visitors to the Olympic Peninsula and Clallam County would be our Fall 2024 consumer marketing campaign (Fall 2025 is currently underway). The full report can be provided upon request, but the summary is:

- Objective: Increase brand and “quiet season” awareness to drive traffic to the campaign landing page and convert traffic to visitor leads via the contest entry form
- Target Audience: Ages 35-65+; drive and direct to SEA flight markets; Primary: Seattle/Tacoma Metro, Bellingham, Spokane/Tri Cities, Oregon I-5 corridor, Bend OR, San Francisco/San Jose.
- \$104,000 Media Buy, including connected TV (CTV) / OTT, print, digital (Adara, Google, Meta), and dedicated e-blasts
- Results:
 - 5.4 M campaign impressions
 - +33% website page views / +26% website sessions
 - +27% new users to website
 - 10,563 contest entries
 - 12,698 opt-in email leads
 - 4 very happy contest prize winners

9. Describe your target tourist audience (location, demographics, etc.)

- Greater Puget Sound area (I-5 corridor): Bellingham to Portland, emphasis Metro Seattle/Tacoma and South Puget Sound, Seattle Eastside (Bellevue, Kirkland, Redmond) and Metro Portland
- Other Washington and Oregon markets (primarily drive markets)
- British Columbia / Vancouver Island – Victoria BC
- Key feeder markets, including Oregon, Idaho, California, Colorado, Arizona, Texas,
- Targeted international markets, in conjunction with the State of WA Tourism, Port of Seattle and Visit Seattle statewide initiatives. Key markets include the U.K., Germany and German speaking markets, the Benelux region, France, Australia, South Korea and Japan. China is still rebuilding and will take some time to recover as an inbound market. Work has also begun in India, as Washington’s 3rd largest inbound market.

Based on research, our four primary target travelers are: outdoor adventure seekers, foodies, family travelers and romantics, ages 35 – 65+. Our primary focus is on leisure travelers.

10. Describe how you will promote your event/activity/facility to attract tourists.

As a regional destination marketing organization, OPVB engages in a broad spectrum of marketing initiatives primarily aimed at leisure travelers, including:

- **NEW in 2026:** Develop and produce campaign with “Outdoor Eats”, targeted to foodies / outdoor adventurers and focused on spring / fall / winter travel. This features a well-known and locally connected chef, involves long-form video, runs on

targeted streaming channels, with additional digital and social components, and will have at least a three-year shelf life.

- NEW in 2026: Maximize exposure for the Olympic Peninsula to the global audiences attending and watching the 2026 World Cup soccer games taking place in Seattle and Vancouver, BC in June / July. Still in development, but this will be highly collaborative, working with state, regional, local partners for cost-effective ways to engage with this unique opportunity.
- Annual destination marketing campaigns, targeted to attract off-season (fall / winter / spring) travel, to attract key target market visitors, primarily from drive markets in WA and OR to the Olympic Peninsula.
- Facilitate co-operative advertising in important annual visitor guides, such as the Washington State Visitors Guide and the Scenic Byways Guide and Map, Continue limited print advertising in regional travel and lifestyle publications to support brand awareness.
- Enhance and manage the destination website (www.OlympicPeninsula.org) with fresh stories and partner-generated content, activities, events listings, and lodging listings, to inspire travel to the Olympic Peninsula. Continue to promote Book>Direct functionality. Work with OPVB grant recipients to promote and link to OlympicPeninsula.org and especially the booking widget.
- Produce and distribute Olympic Peninsula Travel Planner (both print and digital), with content for all municipalities, plus Olympic National Park and Forest, with events calendar and lodging listings for all partners (digital version). Continue to support the full Travel Planner with the second, more cost-effective "Travel Planner Lite" map-centric brochure for bulk distribution via Certified Folder, focusing on high-traffic locations such as Seattle and Portland airports, the WA State Ferry System, Seattle cruise terminal and other area locations.
- In collaboration with State of WA Tourism, Visit Seattle, and Port of Seattle, develop appropriate familiarization tours for media and travel professionals, including international, and social media influencers. We expect strong interest ahead of the summer soccer tournaments. We also expect a need to pick up more of the costs for these fams, due to significant reductions in SWT's funding. Where appropriate, participate in co-op marketing outreach in key international markets such as UK and Germany.
- Media relations: work regularly with travel writers, influencers, bloggers, content creators, photographers – domestic and international – to earn media coverage for the Olympic Peninsula. Focus on aspects that support the Tourism Master Plan (ease of journey, non-peak season travel, arts / culture / culinary).
- Communications: write, produce, and distribute monthly destination e-newsletters to over 68,000 opt-in consumers, plus regional concierge, and travel industry associates. These direct communications have a high open rate (average 30-35%) and click-through rate (1-2%), feature fresh blogs and partner highlights, including festivals, events, arts, culture, outdoor activities, and recreational land updates, to inspire travel to the OP.

- Enhance social media presence and engagement, including the natural beauty, outdoor activities, events, culture, and arts the Olympic Peninsula has to offer.
- Destination Management: In addition to attracting visitors, the OPVB is committed to doing so in a responsible and sustainable way. We actively support and regularly communicate (website, social media, e-news) the "Recreate Responsibly" (recreateresponsibly.org) messaging. We regularly share messaging from the Olympic National Park and Olympic National Forest regarding best practices and safety on public lands. We promote visitor dispersal with web content on "alternative places" or "the path less taken."
- **Tourism Master Plan Implementation projects continue:**
 - Phase 2 (Installation) of monument welcome sign at east entrance to the OP
 - Roll out of welcome signage style guide for use by other area communities
 - Photography / Video Asset Development
 - Seasonal campaigns and communications (example: holiday lights / activities in late fall / early winter)
 - Staycations
 - Continue building website content, especially itineraries and stories.

11. Describe how the event/activity/facility will help promote lodging establishments, restaurants, and businesses located in the unincorporated area of Clallam County.

All our messaging and communications are aimed at encouraging multi-day visits, necessitating overnight stays. As a regional marketing organization, we work to communicate the vast geography of the Olympic Peninsula, the rich diversity of activities, and the unique charm of our various towns. Our website links to our partners' websites for more detailed findings, such as restaurants and local activities. We constantly show diverse ways that visitors can enjoy "Driving the Loop" as they explore the OP. Area businesses, festivals and events are also promoted as appropriate in our monthly e-newsletter, as well as frequently in our associated monthly website blogs.

In 2026, we will develop new, multi-day, multi-area itineraries to promote via the website.

Promotion of lodging is achieved primarily through the lodging section of the website, including the Book>Direct booking widget, the lodging grid in the digital Travel Planner, and through the monthly OPTC e-newsletters. Local businesses, including lodging establishments and restaurants, benefit from the events and festivals that take place around Clallam County and attract overnight visitors to the area.

Tourism Enhancement Grants

Approximately 16% of our funding request is allocated to marketing-related grants for events, festivals and organizations within Clallam County. The Tourism Enhancement Grants program supports event marketing and marketing projects within Clallam County, which in turn generates out of town visitation and overnight stays. Per our confirmation and agreement letters, all grant recipients are

encouraged to link their websites to OlympicPeninsula.org/Lodging for lodging referrals.

Here is a recap of the 2025 Tourism Enhancement Grants program:

- 2025 Grant Fund: \$125,000 + 2024 Carry-Forward (restricted) funds of \$14,900.
- 25 grant applications reviewed for 2025 YTD, requesting a total of \$187,400.
- 23 grants were awarded funds for 2025, totaling \$150,550.
- 2 grants were carried forward from 2024, totaling \$11,400.
- Total TEG grant payout anticipated for 2025: \$150,550.
- Additionally, there was 1 application for Clallam VIC support grants.
- Total VIC grant awarded to date: \$5,000.

We are proposing to keep the Tourism Enhancement Grant fund at \$125,000 for 2026. The grant award cap remains at \$7,500, but we will reduce the maximum grant per organization to \$12,500 to have greater flexibility for new grant applicants. Additionally, grant funds are made available for the 5 official Visitor Information Centers located within Clallam County to help support their marketing, special projects or visitor services. Our 2026 application recommends keeping that program at the 2025 level of \$37,500.

12. Are you applying for Lodging Tax funds from another community (yes or no)? If yes, indicate below where applying and for how much. **Do NOT attach a copy of the application.**

Not for OPVB.

The Olympic Peninsula Tourism Commission (OPTC) is a collaborative marketing group operated under OPVB, which does receive funds from its partner municipalities (including OPVB). The **draft** 2026 OPTC income is:

Partner Income		
	Forks Chamber of Commerce	17,500.00
	Grays Harbor Tourism	13,000.00
	Jefferson County TCC	35,000.00
	Olympic Peninsula Visitor Bur	68,000.00
	Port Angeles, City of (LTAC)	33,000.00
	Port Townsend, City of (LTAC)	16,000.00
	Sequim, City of (LTAC)	20,000.00
	Mason County (LTAC)	10,000.00
	<i>Sub-Total</i>	212,500.00

13. What is the overall budget for your event/activity/facility? **\$1,081,715 (including Tourism Enhancement and VIC grant funds)**. What percent of the budget are you requesting from Clallam County Lodging Tax Fund? **78.5%**

14. Please describe your plans for securing the remainder of the funds necessary to complete your event/activity/facility.

Clallam County Lodging Tax funds are the primary basis of OPVB's funding.
Other funding contributed:

- Olympic Peninsula Tourism Commission service fees
 - Co-op funds generated by co-op marketing campaigns.
 - Project grant funding through the Port of Seattle and/or State of Washington Tourism, as available.
 - There are some unspent funds carried forward from 2025 based on staffing, planned program not executed, cost reductions, etc.
-

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE: Applications must be received at the Board of County Commissioner's Office, 223 East 4th Street, Suite 4, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Room 150) until 12 p.m., Friday, October 10, 2025.

The Clallam County Lodging Tax Advisory Committee (LTAC) will review 2026 Lodging Tax funding proposals 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, LTAC will forward its recommendation to the Board of County Commissioners.

APPLICATION, SUPPLEMENTAL QUESTIONS, INFORMATION SUBMITTAL:

Submit the original application and one copy to:
Clallam County Lodging Tax Advisory Committee
Board of Commissioner's Office
223 East 4th Street, Suite 4

Attachment A

Other Income	
Other Income	<u>0.00</u>
Total Other Income	<u>0.00</u>
Other Expense	
OPTC Reimbursements	<u>0.00</u>
Total Other Expense	<u>0.00</u>
Net Other Income	<u>0.00</u>
Net Income	<u><u>-4,095.00</u></u>

Attachment B



WASHINGTON
Secretary of State
Corporations & Charities Division

Filed
Secretary of State
State of Washington
Date Filed: 01/30/2025
Effective Date: 01/30/2025
UBI #: 601 007 747

Annual Report

BUSINESS INFORMATION

Business Name:
OLYMPIC PENINSULA VISITOR BUREAU

UBI Number:
601 007 747

Business Type:
WA NONPROFIT CORPORATION

Business Status:
ACTIVE

Principal Office Street Address:
618 S PEABODY ST, PORT ANGELES, WA, 98362-6244, UNITED STATES

Principal Office Mailing Address:
PO BOX 670, 618 PEABODY, PORT ANGELES, WA, 98362-0157, UNITED STATES

Expiration Date:
02/28/2026

Jurisdiction:
UNITED STATES, WASHINGTON

Formation/Registration Date:
02/06/1987

Period of Duration:
PERPETUAL

Inactive Date:

Nature of Business:
PROMOTING TOURISM ON THE OLYMPIC PENINSULA

NONPROFIT GROSS REVENUE CERTIFICATION

Per RCW 24.03A.960 does the Nonprofit certify that its total gross revenue in the most recent fiscal year was less than \$500,000? - Yes

NONPROFIT CORPORATION'S EIN

Nonprofit EIN: 91-1355604

REGISTERED AGENT RCW 23.95.410

Registered Agent Name	Street Address	Mailing Address
-----------------------	----------------	-----------------

KATHLEEN
TEMPLE

618 S PEABODY ST STE F, PORT ANGELES, WA, 98362-
6244, UNITED STATES

PO BOX 670, PORT ANGELES, WA, 98362-0157,
UNITED STATES

PRINCIPAL OFFICE

Phone:

3604528552

Email:

OPVBBOOKIE@GMAIL.COM

Street Address:

618 S PEABODY ST, PORT ANGELES, WA, 98362-6244, USA

Mailing Address:

PO BOX 670, 618 PEABODY, PORT ANGELES, WA, 98362-0157, USA

GOVERNORS

Title	Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		TAYLOR	CHAFFEE
GOVERNOR	INDIVIDUAL		JUDY	WALZ
GOVERNOR	INDIVIDUAL		DAVID	DELANO
GOVERNOR	INDIVIDUAL		INGRID	GOODWIN

NATURE OF BUSINESS

- PROMOTING TOURISM ON THE OLYMPIC PENINSULA

REPORTING CHANGES FOR THE CHARITABLE NONPROFIT CORPORATION

Does the Nonprofit Corporation meet exemptions of reporting as outlined in [RCW 24.03A.075](#)? - Yes

CONTROLLING INTEREST

1. Does this entity own (hold title) real property in Washington, such as land or buildings, including leasehold improvements?

- No

2. In the past 12 months, has there been a transfer of at least 16-2/3 percent of the ownership, stock, or other financial interest in the entity?

- No

a. If "Yes", in the past 36 months, has there been a transfer of controlling interest (50 percent or greater) of the ownership, stock, or other financial interest in the entity?

- No

3. If you answered "Yes" to question 2a, has a controlling interest transfer return been filed with the Department of Revenue?

- No

You **must** submit a Controlling Interest Transfer Return form if you answered "Yes" to questions 1 and 2a.

Failure to report a Controlling Interest Transfer is subject to penalty provisions of [RCW 82.45.220](#).

For more information on **Controlling Interest**, visit www.dor.wa.gov/REET.

RETURN ADDRESS FOR THIS FILING

Attention:

KATHLEEN TEMPLE

Email:

OPVBBOOKIE@GMAIL.COM

Address:

PO BOX 670, 618 PEABODY, PORT ANGELES, WA, 98362-0157, USA

UPLOAD ADDITIONAL DOCUMENTS

Do you have additional documents to upload? - No

EMAIL OPT-IN

By checking this box, I hereby opt into receiving all notifications from the Secretary of State for this entity via email only. I acknowledge that I will no longer receive paper notifications.

AUTHORIZED PERSON

I am an authorized person.

Person Type:
ENTITY

First Name:
KATHLEEN

Last Name:
TEMPLE

Entity Name:
OLYMPIC PENINSULA VISITOR BUREAU

Title:
BOOKKEEPER

This document is hereby executed under penalty of law and is to the best of my knowledge, true and correct.



WASHINGTON
Secretary of State
Corporations & Charities Division

Corporations and Charities Division

Mailing address:

PO Box 40234

Olympia, WA 98504-0234

Tel: 360.725.0377

www.sos.wa.gov/corporations

01/30/2025

OLYMPIC PENINSULA VISITOR BUREAU
KATHLEEN TEMPLE
PO BOX 670
PORT ANGELES WA 98362-0157

UBI Number: 601 007 747
Business Name: ~~OLYMPIC PENINSULA VISITOR BUREAU~~
Expiration Date: 02/28/2026

Greetings KATHLEEN TEMPLE,

Thank you for your recent submission. This letter is to confirm that the following documents have been received and successfully filed:

ANNUAL REPORT

You can view and download your filed document(s) for no charge at our website, www.sos.wa.gov/ccfs

To file online, request certified copies and certificates, conduct searches, subscribe to corporation and/or charities and receive filing status updates, please create a user account at www.sos.wa.gov/ccfs If you already have an account created, simply sign in to access these features.

If you have questions, need assistance, or would like to provide feedback, please visit the Corporations Division website at www.sos.wa.gov/corporations email corps@sos.wa.gov or call 360-725-0377.

Sincerely,
Washington Secretary of State
Corporations and Charities Division
corps@sos.wa.gov

Attachment C

		2025 OPV/B Working Budget		Annual Budget
Ordinary Income/Expense		
Income		
Grant Income		
State of WA Tourism		
Total Grant Income		
Tourism Master Implementation			200,000.00
TIP Implementation			200,000.00
Total Tourism Master Implementation		200,000.00
Other Funding		
Bank Interest			120.00
OPTC - General Admin			33,000.00
OPTC-Dist Center Admin			12,000.00
Total Other Funding			45,120.00
Clallam County LTAC Funding			800,000.00
Total Income			1,045,120.00
Gross Profit			1,045,120.00
Expense		
Board Operations		
Total Board Operations			5,160.00
Industry Participation		
Total Industry Participation			14,200.00
Tourism Master Plan Implementat		
Total Tourism Master Plan Implementat			200,600.00
General Admin-Operations		
Total General Admin-Operations			119,800.00
Marketing		
Total Marketing			271,890.00
Office Expense		
Total Office Expense			51,200.00
Personnel Expenses		
Payroll		
Total Payroll			240,565.00
Payroll Taxes		
Total Payroll Taxes			21,000.00
Benefits		
Total Benefits			41,523.00
Total Personnel Expenses			303,488.00
Community Outreach		
Total Community Outreach			13,000.00
VIC Opportunity Grants		
Total VIC Opportunity Grants			17,000.00
Tourism Enhancement Grant 2024		
Total Tourism Enhancement Grant 2024			11,400.00
Tourism Enhancement Grant 2025		
Tourism Enhancement Grant 2025 - Other			147,600.00
Total Tourism Enhancement Grant 2025			147,600.00
Total Expense		1,165,218.00
Net Ordinary Income			-110,098.00
Other Income/Expense		
Other Income		
Carry Forward Funds		
Grants Carried Forward			11,400.00

			Carry Forward Fund-Underspent	90,000.00
			Total Carry Forward Funds	101,400.00
			Other Income	0.00
			Total Other Income	101,400.00
			Other Expense	
			OPTC Reimbursements	0.00
			Total Other Expense	0.00
			Net Other Income	101,400.00
			Net Income	-8,698.00

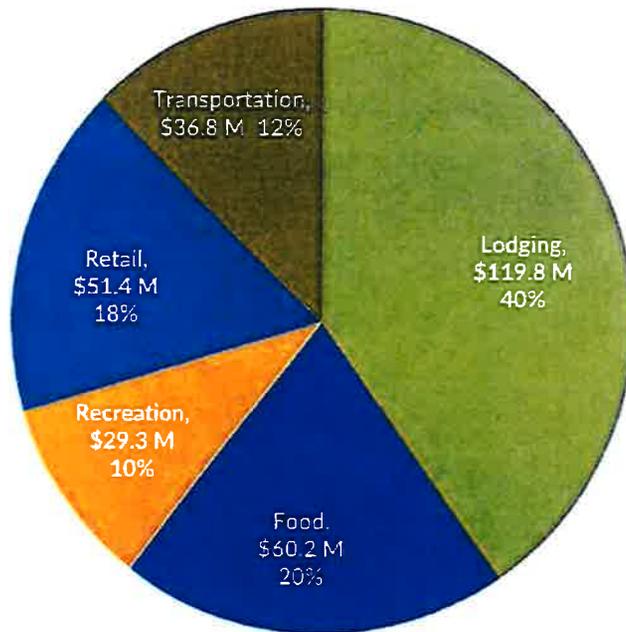
September 2025 Room Tax Report

Clal. Co													Full Year	YTD	% Change over prior YTD	YTD-over-YTD % change from 2019	
	January	February	March	April	May	June	July	August	September	October	November	December					
2025	\$78,176.28	\$80,109.20	\$132,147.05	\$29,901.94	\$144,364.00	\$166,996.94	\$261,607.97	\$310,019.47	\$273,876.06	\$255,399.45	\$217,225.17	\$123,943.38	\$1,477,198.91	\$1,477,198.91	4.82%	129.38%	
2024	\$60,741.73	\$70,782.03	\$112,927.33	\$115,299.87	\$140,885.40	\$156,244.77	\$205,562.20	\$255,244.40	\$280,495.48	\$255,399.45	\$217,225.17	\$123,943.38	\$2,015,832.77	\$1,409,263.27	17.19%	118.84%	
2023	\$58,949.27	\$55,738.41	\$99,500.52	\$83,119.24	\$110,307.30	\$134,599.33	\$130,515.73	\$234,491.47	\$255,256.33	\$230,245.41	\$203,092.91	\$100,920.77	\$1,736,837.37	\$1,202,578.23	4.93%	86.74%	
2022	\$81,655.81	\$61,942.93	\$94,597.56	\$102,318.23	\$121,992.73	\$125,841.89	\$153,785.97	\$198,302.60	\$224,118.45	\$212,520.30	\$182,573.41	\$110,337.43	\$1,651,862.42	\$1,145,125.23	12.25%	77.97%	
2021	\$41,234.47	\$52,554.55	\$73,732.75	\$71,384.46	\$114,540.40	\$130,025.22	\$151,555.38	\$193,591.88	\$192,217.99	\$198,433.27	\$169,412.80	\$95,934.87	\$1,484,828.07	\$1,021,048.13	119.68%	58.55%	
2020	\$32,556.07	\$37,693.92	\$40,675.21	\$39,731.36	\$6,289.26	\$2,198.56	\$43,110.81	\$102,444.89	\$150,075.87	\$132,465.30	\$124,311.26	\$66,996.65	\$788,557.16	\$484,779.95	-27.83%	-27.83%	
2019	\$21,055.74	\$43,048.43	\$37,244.32	\$28,807.02	\$63,079.64	\$65,055.68	\$93,931.88	\$135,017.29	\$156,745.80	\$152,906.83	\$131,121.09	\$63,566.83	\$991,608.14	\$643,963.59	21.45%		
2018	\$20,039.32	\$38,345.54	\$25,978.70	\$29,671.08	\$49,322.91	\$45,182.11	\$73,573.25	\$113,039.12	\$115,085.98	\$169,543.01	\$173,853.16	\$44,337.19	\$918,071.37	\$530,238.01			
P.A.	January	February	March	April	May	June	July	August	September	October	November	December	Full Year	YTD	% Change	% Change	
2025	\$31,937.07	\$51,214.58	\$53,293.52	\$48,459.15	\$68,890.81	\$71,673.46	\$128,493.61	\$214,080.78	\$251,280.99	\$221,424.28	\$158,483.33	\$79,560.38	\$920,323.97	\$920,323.97	2.48%	81.26%	
2024	\$32,226.49	\$50,223.27	\$39,212.16	\$89,558.60	\$83,193.91	\$101,515.07	\$107,133.95	\$166,815.76	\$243,211.21	\$221,424.28	\$158,483.33	\$79,560.38	\$1,357,658.42	\$989,090.43	4.62%	76.88%	
2023	\$39,546.93	\$35,793.37	\$46,591.47	\$58,992.73	\$73,588.70	\$88,799.83	\$123,124.35	\$160,565.50	\$231,241.01	\$212,086.03	\$179,945.58	\$69,717.38	\$1,320,198.96	\$958,448.99	15.53%	59.08%	
2022	\$37,705.01	\$31,718.02	\$41,232.90	\$50,058.91	\$67,040.22	\$73,255.10	\$102,051.88	\$130,873.85	\$202,015.13	\$188,341.51	\$138,124.80	\$79,898.40	\$1,140,386.73	\$736,021.92	13.03%	44.95%	
2021	\$29,706.56	\$27,669.61	\$34,779.78	\$35,259.89	\$55,570.09	\$68,735.54	\$81,724.74	\$123,597.72	\$194,139.64	\$180,458.08	\$138,632.55	\$97,518.59	\$997,793.06	\$651,183.67	125.43%	28.25%	
2020	\$34,334.66	\$30,426.63	\$28,744.11	\$31,752.03	\$14,023.82	\$15,023.82	\$48,157.08	\$21,148.05	\$37,748.92	\$85,301.46	\$100,138.89	\$71,138.54	\$47,848.92	\$507,993.71	\$288,867.36	-43.11%	-43.11%
2019	\$29,107.95	\$31,261.66	\$26,222.34	\$22,065.27	\$39,640.08	\$48,187.01	\$72,624.87	\$96,293.39	\$142,359.68	\$144,353.36	\$94,453.64	\$52,463.96	\$789,025.21	\$527,732.25	3.62%		
2018	\$18,643.30	\$30,612.54	\$22,886.34	\$24,066.14	\$36,654.61	\$47,586.77	\$71,125.43	\$94,107.25	\$144,298.29	\$142,047.83	\$93,364.80	\$43,459.70	\$768,853.05	\$489,980.67			
Sequim	January	February	March	April	May	June	July	August	September	October	November	December	Full Year	YTD	% Change	% Change	
2025	\$22,108.02	\$15,914.14	\$20,337.58	\$16,520.14	\$28,502.34	\$34,043.80	\$61,138.11	\$107,896.25	\$111,291.31	\$92,916.91	\$54,323.38	\$29,935.26	\$417,749.69	\$417,749.69	7.04%	60.67%	
2024	\$21,129.62	\$16,028.74	\$21,145.78	\$34,211.74	\$38,808.18	\$44,846.28	\$51,035.42	\$94,164.75	\$68,906.03	\$129,316.91	\$54,323.38	\$29,935.26	\$604,403.05	\$320,277.54	-0.84%	50.10%	
2023	\$24,114.78	\$19,449.48	\$22,585.68	\$24,531.48	\$28,138.20	\$40,697.46	\$48,902.96	\$86,134.08	\$99,044.34	\$82,704.56	\$57,735.28	\$25,668.78	\$559,707.18	\$393,998.46	10.08%	51.38%	
2022	\$19,944.37	\$18,715.99	\$20,211.44	\$27,275.46	\$30,515.01	\$30,515.01	\$35,423.85	\$55,749.50	\$70,343.95	\$77,956.25	\$27,614.08	\$53,464.18	\$27,614.08	\$353,464.18	\$37,549.37	13.54%	37.52%
2021	\$16,542.54	\$15,096.62	\$20,862.28	\$27,091.77	\$28,950.88	\$41,323.43	\$33,955.58	\$60,732.77	\$50,049.48	\$36,559.96	\$45,675.45	\$27,574.44	\$484,555.20	\$134,845.35	71.92%	21.02%	
2020	\$14,435.53	\$16,706.72	\$17,118.28	\$15,188.08	\$4,791.47	\$15,904.01	\$16,176.22	\$24,528.28	\$18,171.52	\$36,833.06	\$38,134.39	\$25,872.15	\$283,859.71	\$183,020.11	-29.61%	-29.61%	
2019	\$15,982.29	\$14,533.37	\$13,513.48	\$13,753.99	\$24,883.51	\$25,005.68	\$38,439.35	\$45,097.27	\$68,994.24	\$63,544.40	\$42,190.78	\$34,093.55	\$399,831.91	\$260,003.18	4.85%		
2018	\$14,979.30	\$14,306.04	\$14,275.72	\$16,544.24	\$19,538.77	\$25,626.37	\$35,058.87	\$41,486.18	\$66,161.67	\$83,245.17	\$20,197.47		\$378,083.78	\$247,977.16			
Forks	January	February	March	April	May	June	July	August	September	October	November	December	Full Year	YTD	% Change	% Change	
2025	\$23,754.65	\$20,856.37	\$37,605.40	\$34,362.80	\$51,781.45	\$50,612.02	\$82,133.36	\$97,253.12	\$106,680.53	\$100,345.73	\$64,357.54	\$54,834.72	\$505,019.70	\$505,019.70	16.27%	207.70%	
2024	\$17,585.39	\$20,530.21	\$31,377.98	\$34,854.63	\$50,069.50	\$51,945.54	\$69,397.43	\$74,238.12	\$83,866.12	\$100,345.73	\$64,357.54	\$54,834.72	\$654,003.01	\$434,365.02	19.02%	154.85%	
2023	\$19,062.47	\$14,673.91	\$26,494.31	\$27,981.59	\$35,900.21	\$35,609.87	\$51,502.75	\$66,612.64	\$87,112.29	\$69,883.08	\$59,562.27	\$34,059.84	\$528,455.23	\$364,950.04	25.29%	122.36%	
2022	\$15,177.37	\$11,634.90	\$20,071.35	\$24,744.51	\$27,189.49	\$30,800.76	\$40,135.51	\$54,901.76	\$57,910.36	\$90,177.42	\$50,155.28	\$35,089.42	\$427,888.13	\$282,256.01	16.18%	71.98%	
2021	\$11,870.47	\$9,268.20	\$13,837.32	\$13,862.82	\$27,560.75	\$29,628.50	\$35,278.02	\$49,920.41	\$51,139.37	\$57,454.61	\$42,069.36	\$25,839.09	\$368,328.92	\$242,965.86	133.83%	48.04%	
2020	\$9,609.29	\$7,984.88	\$8,996.30	\$8,947.36	\$8,756.91	\$68.59	\$7,845.14	\$17,587.44	\$33,530.16	\$42,082.24	\$30,870.12	\$21,251.12	\$198,109.54	\$103,906.06	-36.69%	-36.69%	
2019	\$8,841.54	\$6,178.36	\$8,335.22	\$11,118.42	\$11,925.56	\$16,154.91	\$26,893.64	\$33,349.25	\$41,329.82	\$42,993.27	\$30,125.36	\$16,484.04	\$253,729.43	\$164,126.76	17.36%		
2018	\$7,914.92	\$7,290.66	\$6,511.72	\$9,384.98	\$13,887.94	\$11,590.67	\$19,384.22	\$26,480.48	\$37,428.29	\$31,991.26	\$25,305.63	\$13,359.95	\$211,510.72	\$139,853.88			
Jeff. Co	January	February	March	April	May	June	July	August	September	October	November	December	Full Year	YTD	% Change	% Change	
2025	\$41,547.24	\$43,126.45	\$40,226.10	\$32,871.82	\$54,906.62	\$64,268.11	\$91,401.19	\$100,446.44	\$87,880.70	\$92,663.28	\$81,777.38	\$54,909.26	\$782,335.41	\$782,335.41	4.44%	38.22%	
2024	\$38,324.51	\$38,180.22	\$33,816.10	\$41,251.55	\$52,202.74	\$62,402.88	\$68,790.07	\$94,291.87	\$103,725.45	\$92,663.28	\$81,777.38	\$54,909.26	\$920,867.73	\$532,985.49	-21.74%	32.34%	
2023	\$38,585.12	\$52,737.59	\$71,172.47	\$142,896.71	\$56,232.42	\$60,370.02	\$88,684.39	\$91,509.47	\$98,727.44	\$33,073.23	\$73,199.32	\$49,318.21	\$902,606.39	\$681,015.63	13.58%	69.09%	
2022	\$39,468.68	\$43,484.52	\$40,797.64	\$55,439.56	\$60,386.96	\$64,213.58	\$82,753.16	\$99,377.25	\$113,177.85	\$46,239.34	\$87,442.65	\$39,924.17	\$793,215.35	\$599,609.20	7.88%	48.88%	
2021	\$38,925.82	\$45,229.94	\$46,407.13	\$43,406.48	\$65,991.50	\$69,432.85	\$70,727.44	\$85,104.29	\$90,607.51	\$87,898.24	\$102,436.87	\$53,062.58	\$779,200.64	\$555,802.95	103.50%	38.00%	
2020	\$31,208.52	\$33,263.68	\$28,521.38	\$28,566.17	\$11,196.91	\$533.76	\$22,715.37	\$41,591.37	\$75,131.03	\$78,437.33	\$75,232.02	\$54,415.56	\$481,213.12	\$273,128.19	-32.18%	-32.18%	
2019	\$28,817.97	\$40,024.49	\$24,277.10	\$21,724.70	\$40,545.40	\$42,349.77	\$47,989.57	\$69,624.83	\$87,495.61	\$59,893.25	\$64,163.76	\$41,780.75	\$568,587.21	\$402,749.44	11.28%		
2018	\$22,594.98	\$45,060.38	\$18,799.70	\$23,064.24	\$40,396.57	\$38,892.03	\$43,754.88	\$64,217.70	\$68,130.01	\$64,462.13	\$62,351.70	\$45,163.84	\$533,888.16	\$370,910.49			
Port T.	January	February	March	April	May	June	July	August	September	October	November	December	Full Year	YTD	% Change	% Change	
2025	\$34,131.52	\$28,377.43	\$26,993.82	\$28,606.28	\$32,877.70	\$38,700.18	\$46,832.50	\$61,383.30	\$79,167.88	\$84,807.63	\$73,230.48	\$46,285.68	\$377,070.61	\$377,070.61	-10.41%	1.86%	
2024	\$33,325.46	\$31,525.90	\$24,463.86	\$31,819.78	\$34,404.50	\$46,078.18	\$51,531.62	\$70,844.89	\$96,773.54	\$84,807.63	\$73,230.48	\$46,285.68	\$625,191.52	\$420,867.73	-1.27%	13.69%	
2023	\$56,413.94	\$31,062.75	\$23,460.18	\$30,351.98	\$37,579.22	\$44,754.59	\$51,449.27	\$67,147.87	\$83,971.10	\$92,652.96	\$74,081.59	\$47,710.72	\$640,736.08	\$426,290.81	25.11%	15.15%	
2022	\$33,015.90	\$34,042.91	\$20,884.09	\$29,806.77	\$37,389.56	\$31,409.19	\$50,459.79	\$64,784.62	\$54,139.79	\$128,765.19	\$64,458.02	\$68,201.07	\$602,166.89	\$400,732.52	-0.75%	-7.96%	
2021																	

VALUE OF TOURISM TO CLALLAM COUNTY (2024)

DIRECT VISITOR SPENDING \$297.6 M

■ Lodging ■ Food ■ Recreation ■ Retail ■ Transportation



- Direct Visitor Spending: **\$297.6 M (+4.6%)**
 - Lodging \$119.8 M
 - Food / Beverage: \$60.2 M
 - Recreation: \$29.3 M
 - Retail: \$51.4 M
 - Transportation: \$36.8 M
- Direct State/Local Taxes Generated: **\$25.4 M**
- Visits: **1,410,000 (+2.9%)**
- Direct Employment: **1,875**
 - Represents 5.04% of all county employment
- Direct Labor Income: **\$68.1 M**

Source: Tourism Economics for SWT

Visitors Save Locals Money

Tax offset per county household:

- Clallam: \$739
- Grays Harbor: \$1,114
- Jefferson: \$892
- Mason: \$521

Source: Tourism Economics, SWT 2023



5C
JAN 12 2026



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: 1-12-26

REGULAR AGENDA Meeting Date: 1-20-26

Required originals approved and attached?
Will be provided on:

Item Summary:*

- Call for Hearing
 - Resolution
 - Draft Ordinance
 - Contract/Agreement/MOU**
 - Proclamation
 - Final Ordinance
 - Contract # 19925.26.012
 - Budget Item
 - Other
- Documents exempt from public disclosure attached:

Executive summary:

Personal Services Agreement with the The Dungeness Crab Festival in the amount of \$59,500 for 2026 Hotel/Motel Tax Funds.

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?**
\$59,500

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners – Randy Johnson

Relevant Departments: Board of Commissioners

* 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)

Dungeness Crab Festival LTAC 1-20-26
Revised: 3-04-2019

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



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.26.012

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

Name: The Dungeness Crab Festival
Address: P.O. Box 2403
Port Angeles, WA 98362
Phone N°: 360-504-6233

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A – Scope of Work
- Attachment B – Compensation
- Attachment C – General Conditions
- Attachment D – Special Terms and Conditions
- Attachment E – (specify) Copy of application listing full details of the requested.

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 13th day of May 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 202__

The Dungeness Crab Festival

Rose Thompson

Name: _____

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mike French, Chair

Date: 12/31/2025

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with operation of a special event/festival.

The Dungeness Crab Festival has requested funding to assist with operations including infrastructure, security/EMS, Stages, crew lodging, and vehicle rentals for the 2026 Dungeness Crab Festival.

See ATTACHMENT E for a full copy of the LTAC application.

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$59,500 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) One payment in the amount of \$59,500 to be paid when the contract is fully executed.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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 which 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 which 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. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 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 bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (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 fifteen (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 ten (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 thirty (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: Randy Johnson
Title: Chair of the Clallam County Lodging Tax Committee
Address: 223 East 4th Street, Ste. 4, Port Angeles, WA 98362
Telephone: 360-417-2256

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

Reports shall include any problems, delays or adverse conditions 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:

- COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail).

	\$	per occurrence
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- WORKERS COMPENSATION:

	Statutory amount
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- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

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

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

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

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

- 3. Liquidated Damages. 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):.



RECEIVED
CLALLAM CO. COMMISSIONERS

OCT 09 2025

**LODGING TAX FUNDING APPLICATION
2026**

1...2...3...A...

*ll
8/5am*

GUIDELINES

Clallam County lodging tax paid by visitors is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities within the unincorporated areas of Clallam County.

This application is for applicable large-scale events, projects or infrastructure improvements only. Minimum grant is \$5,000. Marketing requests should be directed to the Olympic Peninsula Visitor Bureau (OPVB) Tourism Enhancement Grant program.

I AMOUNT of Lodging Tax Requested: \$ \$59,500

II Agency/Organization Name: Dungeness Crab Festival
 Organization is Government Entity 501(c)3 501(c)6 Other
 Federal Tax ID No. 99-1886032 UBI Number 605-466-221

III Project/Activity/Event: Dungeness Crab Festival (CrabFest)

IV Representative Contact Information:
 Name, Title Rose Thompson
 Mailing Address PO Box 2403, Port Angeles WA 98362
 Phone(s) (360) 504-6233
 Email rose@crabfestival.org

V Service Categories, check all applicable:

Tourism Promotion/Marketing (individual marketing request, contact OPVB)

Operation of a Special Event/Festival designed to attract tourists

Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization

Operation and/or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding. I understand and affirm that:
- If awarded, my organization intends to enter into a contract with Clallam County and meet all specified requirements of that contract.
- My Agency/Organization is required to submit a report documenting economic impact results in a format determined by Clallam County.

Signature

Date: October 5, 2025

Rose Thompson
Print or Type Name

LODGING TAX APPLICATION – REQUIRED SUPPLEMENTAL QUESTIONS

(You may use this Supplemental Questions form or type the questions and answers on separate sheets)

1. How will the project/program help increase the number of people traveling to Clallam County for business or pleasure on a trip?

The Dungeness Crab Festival is a major regional event, spanning three days in October and attracting thousands of visitors to Clallam County. The festival showcases the region's coastal charm, maritime heritage, and natural beauty, inspiring repeat visits beyond the event. With family-friendly programming, free live entertainment, environmental education, competitions, and an array of fresh, local seafood the festival has become a premier destination for seafood enthusiasts and cultural travelers.

In 2024, we developed the first cultural tourism guide highlighting significant Indigenous sites on the Olympic Peninsula. Created in collaboration with the S'Klallam sister tribes, this guide provides visitors with a deeper understanding of the region's cultural heritage and encourages exploration beyond the festival. This guide continues to be distributed at the event and through our website, offering a deeper understanding of the region's cultural heritage and expanding tourism beyond the festival.

2. How will the project/program help increase paid overnight accommodation in Clallam County?

By offering diverse programming across three full days, the Dungeness Crab Festival encourages visitors to stay in the area for the weekend. This is reflected in very high occupancy rates in Clallam County over CrabFest weekend.

We also believe we shine a warm spotlight on Port Angeles and the surrounding area, showcasing the beauty of the area and the array of activities there are to enjoy. Our social media following is large and engaged, and we are proud to use that platform throughout the year to showcase the Olympic Peninsula as a destination.

In 2025, we introduced a new social media marketing segment titled "CrabFest + (Activity)," featuring ways to extend festival visits into multi-day adventures. Our marketing team has also curate itineraries that encourage longer stays and exploration throughout Clallam County.

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

We spend a significant portion of our marketing dollars on promoting the festival and our region in areas that are 50 miles away or more, particularly across the Puget Sound and I-5 corridor. Our campaigns highlight the area's maritime history, community warmth, and unique coastal experience, positioning Port Angeles and the Olympic Peninsula as a must-visit destination. CrabFest provides a wonderful opportunity for the community to show our best, and we regularly hear that attendees fall in love with Port Angeles after a weekend.

4. How will the project/program encourage visitors to come from another country or state?

CrabFest has long welcomed visitors from across the U.S. and Canada, offering an authentic coastal experience rooted in the birthplace of the Dungeness crab. Our location - working Port Angeles waterfront - offers an unmatched setting for seafood lovers and travelers seeking genuine maritime culture.

Historically, several thousand guests have attended from Victoria and surrounding British Columbia. We have seen staggering declines in presale tickets for the upcoming festival and unfortunately do not expect the situation to improve for 2026. We have begun pivoting our marketing efforts to attract a new audience for 2025 and will continue that effort to be sustainable.

Our primary focus remains the I-5 corridor communities, from Bellingham to Olympia, and we also partner extensively with the Olympic Peninsula Visitor's Bureau and Visit Port Angeles to extend our reach and audience.

5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

Our event is the Dungeness Crab Festival, held October 9th-11th, 2026 with an estimated attendance of 10-12,000 guests.

6. 2026 Tourism-Impact Estimate
(Actual must be completed by applicants who had a Clallam County Lodging Tax Contract in 2025)

State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area, so do your best!

As a direct result of your proposed tourism-related service, please provide:	2026 Estimate	2025 Actual	Methodology
a. Overall attendance at your event/activity/facility	10,000-12,000	Event hasn't occurred	

b. Number of people who travel more than 50 miles for your event/activity/facility	6,00-7,000	Event hasn't occurred	
c. Of the people who travel more than 50 miles, the number of people who travel from another country or state.	1,500	Event hasn't occurred	
d. Of the people who travel more than 50 miles, the number of people who stay overnight in the unincorporated Clallam County area.	240	Event hasn't occurred	
e. Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed-breakfast, RV park, in the unincorporated Clallam County area.	200	Event hasn't occurred	
f. Number of paid lodging room nights resulting from your event/activity/facility.	620	Event hasn't occurred	

7. Is there a host hotel for your event? If yes, please identify.

Yes. The festival takes place on the Port Angeles waterfront adjacent to the Red Lion Hotel, our host and partner. We also collaborate with 7 Cedars Hotel & Casino to offer lodging and dining packages, and with Black Ball Ferry Lines, which promotes the event to Canadian travelers through ferry-and-lodging packages at the Red Lion Hotel and Olympic Lodge.

8. Describe the prior success of your event/activity/facility in attracting tourists.

The Dungeness Crab Festival is proud to be one of the largest draws of visitors to an event in the city of Port Angeles, with significant spillover into lodging outside of the city. Unfortunately, we have not yet had our 2025 event, so we are not able to offer any metrics on our success this year. From years past, we know that this event has a significant economic impact on Port Angeles, Sequim and the surrounding areas through increased visitor spending in hotels, restaurants and retail shops.

9. Describe your target tourist audience (location, demographics, etc.)

The primary target audience for our tourist outreach is cultural enthusiasts, specifically individuals with a keen interest in exploring the rich culture of the event location. This includes those who appreciate diverse elements such as food, arts, history, and Native American culture. Our focus is on attracting curious travelers who seek to immerse themselves in the community they visit.

Demographically, our primary target includes "foodies" – individuals passionate about exploring and savoring unique culinary experiences. We aim to captivate those who desire to taste the authentic flavors of a

Dungeness crab, and other fresh seafood from our waters. We also target festival-goers, families, people with an interest in exploring the Olympic Peninsula area, and people with an interest in maritime history and culture.

Geographically, our primary in-state visitors are anticipated to come from the I-5 and I-405 corridor and Kitsap County, while our international focus is on Vancouver Island, Canada. Our partnership with Black Ball Ferry Lines makes it easy for visitors from Vancouver Island to attend the event, allowing them to simply walk on the ferry and seamlessly participate in the festivities. This strategic outreach aims to attract a diverse audience, bringing together cultural enthusiasts and foodies who share a curiosity for the unique offerings of the Olympic Peninsula.

10. Describe how you will promote your event/activity/facility to attract tourists.

Our primary focus in promotion will be targeted online advertising. In 2024, we surveyed attendees throughout the weekend and found resoundingly that online advertising was the most effective. We increased our spending substantially in 2025, especially with the decline in Canadian interest, adding more sponsored ads on social media and more microtargeted ads. In addition to targeted ads, we found that our email marketing campaigns were very successful and had a very high open rate against the industry standard. We will continue to focus on this type of marketing, and have established new avenues with YouTube video, sponsored reels, and Google ad campaigns.

We will also continue partnerships with other seafood festivals, the Washington Festivals & Events Association, area tourism bureaus and Black Ball Ferry Lines. Black Ball has been instrumental in advertising the festival through Meta ads, Google ads, print, radio and TV ads, all utilizing their deep knowledge of the Vancouver Island market.

11. Describe how the event/activity/facility will help promote lodging establishments, restaurants, and businesses located in the unincorporated area of Clallam County.

The Dungeness Crab Festival is committed to always promoting the Olympic Peninsula area in addition to our festival. Many of our advertising campaigns celebrate the rich beauty of the area, and encourage visitors to seek out an adventure in the forests, mountains, and ocean beaches of Clallam County in addition to exploring the festival. We regularly sell out lodging in the incorporated areas of Clallam County, and celebrate the spillover to unincorporated areas. We promote area lodging, restaurants, and businesses on our website and in our social media posts. As a festival, we also focus on making as many purchases as we can from local businesses to keep more of our positive economic impact in our backyard.

In addition, the cultural tourism guide we created draws attention to several

destinations that are in the unincorporated areas of Clallam County.

12. Are you applying for Lodging Tax funds from another community (yes or no)? If yes, indicate below where applying and for how much. Do NOT attach a copy of the application.

We are applying for lodging tax dollars from the City of Port Angeles. We have requested \$55,000. The application was submitted at the same time as this one, so that amount has not been approved or confirmed.

**13. What is the overall budget for your event/activity/facility? \$ _____
What percent of the budget are you requesting from Clallam County Lodging Tax Fund? _____%**

Our overall budget is \$530,000. We are requesting \$59,500, which represents 11% of our total budget.

14. Please describe your plans for securing the remainder of the funds necessary to complete your event/activity/facility.

We are applying for lodging tax funding from the City of Port Angeles and a marketing grant from Olympic Peninsula Visitors Bureau. We generate the majority of our operating budget from our crab dinner sales, and have additional lines of revenue from selling sponsorships, vending spaces, merchandise and operating a beer and wine garden at the event. We are exploring new potential revenue streams for 2026, including possible VIP experiences and working with tour operators to sell packaged deals.

REVENUE		
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Sales	\$282,000	
Crab Dinners		\$180,000
Bar Sales		\$60,000
Merchandise		\$25,000
Crab To Go		\$16,000
Derby Registration		\$1,000
Street Fair	\$46,000	
Vendor Booths		\$26,000
Crab Central Vendors		\$20,000
Sponsorships	\$80,000	
Grants	\$122,000	
OPVB		\$7,500
City of PA		\$55,000
Clallam County		\$59,500

Total Revenue	\$530,000
Total Cost	\$528,800
Net	\$1,200
Reserves	-1,200
Total	\$0

TOTAL REVENUE	\$530,000
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EXPENSES		
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Cost of Goods	\$160,000	
Crab Dinner		\$115,000
Bar		\$30,000
Merchandise		\$15,000
Contracted Labor	\$46,000	
Crab Central Cooking		\$13,000
Crab Derby/To Go Crew		\$7,000
Coordinators/Leads		\$10,000
Production Staff		\$6,000
Support Staff		\$10,000
Operations	\$100,750	
Infrastructure		\$55,000
Security/EMS		\$10,000
Stages		\$25,000
Crew Lodging		\$10,000
Vehicle Rentals		\$750
Program Production	\$42,000	
Music		\$28,000
Education		\$10,000
Other Programming		\$4,000
Event Supplies	\$5,000	
Equipment Replacement	\$5,000	
Insurance	\$8,000	
Event		\$7,000

	D & O	\$1,000
Site Rental	\$2,200	
Advertising/Marketing	\$38,500	
	Social Media Management	\$10,000
	Print Advertising	\$6,000
	Radio Advertising	\$2,000
	Graphic Design	\$3,500
	Online Advertising	\$12,000
	Sponsor Marketing	\$5,000
Utilities/Sanitation	\$11,750	
	Sanicans	\$8,000
	Solid waste	\$3,000
	Parking lot cleaning	\$750
Volunteers	\$22,000	
	T-Shirts	\$3,000
	Hospitality	\$1,000
	Donations	\$18,000
Office Expenses	\$6,100	
	Software & Apps	\$2,500
	Postage	\$1,000
	Office Supplies	\$2,000
	Memberships & Subscriptions	\$600
Processing Fees	\$3,500	
Licenses & Permits	\$4,500	
Professional Fees	\$5,000	
	Accounting	\$4,500
	Legal	\$500
Wages	\$62,000	
	Executive Director	\$50,000
	Operations Assistant	\$12,000
Payroll Taxes	\$4,500	
B & O Taxes	\$1,850	
Banking	\$150	
	Interest Charged	\$0
	Fees	\$150
TOTAL EXPENSES	\$528,800	
Profit / Loss	\$1,200	

2025 Clallam County LTAC

REQUESTED: \$59,500

Budgeted Area	Description	Local	Amount
Utilities/Sanitation: Sanicans	Regular and ADA units, hand wash sinks, and gray water disposal tank	<input checked="" type="checkbox"/>	\$8,000
Operations: Stages	Sound and lighting for stages and tent	<input checked="" type="checkbox"/>	\$25,000
Operations: Crew Lodging	Weekend accommodations for working crews	<input checked="" type="checkbox"/>	\$10,000
Program: Education	Marine life education, interactive exhibits	<input checked="" type="checkbox"/>	\$4,500
Wages: Operations Assistant	Part time staff member to assist with festival planning, promote to tour groups and other large groups, develop new revenue streams	<input checked="" type="checkbox"/>	\$12,000
TOTAL			\$59,500



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE DUNGENESS CRAB FESTIVAL
149 WILDFLOWER LANE
PORT ANGELES, WA 98362

Date: 06/10/2024
Employer ID number: 99-1886032
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending: December 31
Public charity status: 509(a)(2)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: March 11, 2024
Contribution deductibility: Yes
Addendum applies: No
DLN: 26053559001584

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

5d



AGENDA ITEM SUMMARY JAN 12 2026
(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION **Meeting Date: 1-12-26**

REGULAR AGENDA **Meeting Date: 1-20-26**

Required originals approved and attached?
Will be provided on:

Item Summary:*

- Call for Hearing
 - Resolution
 - Draft Ordinance
 - Contract/Agreement/MOU**
 - Proclamation
 - Final Ordinance
 - Contract # 19925.26.015
 - Budget Item
 - Other
- Documents exempt from public disclosure attached:

Executive summary:

Personal Services Agreement with Top Left Trails Co-op in the amount of \$80,000 for 2026 Hotel/Motel Tax Funds.

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?**
\$80,000

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners – Randy Johnson

Relevant Departments: Board of Commissioners

* 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)



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.26.015

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

Name: Top Left Trails Co-op
Address: 812 E 7th Street
Port Angeles, WA 98362
Phone N^o: 831-601-5869

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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 first day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this second day of January 2026

Top Left Trails Co-op

M. Condrup.

Name: Marianne Condrup, Director of Finance & Operations

CLALLAM COUNTY

Mike French, Board of Commissioner, Chair

Date: January 2, 2026

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for the Operation and capital expenditure of a tourism related facility. See attachment E for full details of Top Left Trails LTAC funding request.

Support two high-impacted tourism projects known as Dry Hill Trails Rebuild Project and Colville Trails Revitalization Project.

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$80,000 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) One payment in the amount of \$80,000 to be paid when the contract is fully executed.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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 which 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 which 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. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 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 bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (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 fifteen (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 ten (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 thirty (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: Clallam County

Title: Board of Commissioners Office and Finance Departments

Address: 223 East 4th Street, Port Angeles, WA 98362

Telephone: 360-417-2256 and 360-417-2382

E-mail: loni.gores@clallamcountywa.gov and Eleanor.Hill@clallamcountywa.gov

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

Reports shall include any problems, delays or adverse conditions 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:

COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence

ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail).

	\$	per occurrence
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WORKERS COMPENSATION: Statutory amount

AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

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

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

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

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

- 3. Liquidated Damages. 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):.

OCT 09 2025

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Top Left Trails Co-op – Lodging Tax Application

This application package includes the following:

1. LTAC Application Form
2. Top Left Trails Co-op Application - Executive Summary
3. Top Left Trails Co-op Application – Required Supplemental Questions
4. Top Left Trails Annual Budget 2026
5. Itemized budget and description showing the intended use of Lodging Tax Funds
6. WA Secretary of State Non-profit Registration
7. WA Secretary of State Annual Report
8. Port Angeles Mountain Bike Trail Map – Trails built and maintained by Top Left Trails
9. Dry Hill Trail Map – Overview of trails slotted for logging
10. Letter of Support – Department of Natural Resources
11. Three examples of brochures and information about our organization, including photos from our recent marketing booth at the BANFF Film Festival roadshow.

Thank you for your time reviewing our application, and for the opportunity to share in community resources!

Very best,

Top Left Trails Co-op Executive Board

- Josh Carruthers – President
- Pete Steelquist – Vice President
- Claire Van Der Woude – Secretary
- Lauren Dukes – Director of Marketing
- Marianne Condrup – Director of Finance & Operations
- Stephen Canale – Board Member
- Scott Tucker – Board Member
- Erik Dukes – Board Member
- Matt Kiddle – Board Member





**LODGING TAX FUNDING APPLICATION
2026**

GUIDELINES

Clallam County lodging tax paid by visitors is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities within the unincorporated areas of Clallam County.

This application is for applicable large-scale events, projects or infrastructure improvements only. Minimum grant is \$5,000. Marketing requests should be directed to the Olympic Peninsula Visitor Bureau (OPVB) Tourism Enhancement Grant program.

I AMOUNT of Lodging Tax Requested: \$ 80,000

II Agency/Organization Name: Top Left Trails Co-op

Organization is Government Entity **501(c)3** 501(c)6 Other
Federal Tax ID No: 82-283 9636 UBI Number: 604 157 247

III Project/Activity/Event:

Rebuild of mountain bike trails at Dry Hill and Colville skills park

IV Representative Contact Information:

Name, Title: Marianne Condrup, Director of Finance & Operations
Mailing Address: 812 E 7th St, Port Angeles, WA 98362
Phone(s): 831.601.5869
Email: marianne@toplefttrails.org

V Service Categories, check all applicable:

- Tourism Promotion/Marketing (individual marketing request, contact OPVB)
- Operation of a Special Event/Festival designed to attract tourists
- Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization
- Operation or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding. I understand and affirm that:
- If awarded, my organization intends to enter into a contract with Clallam County and meet all specified requirements of that contract.
- My Agency/Organization is required to submit a report documenting economic impact results in a format determined by Clallam County.


----- Signature -----

Oct 7, 2025
----- Date -----

Marianne Condrup
Print or Type Name

Top Left Trails Co-op – Lodging Tax Application

Executive Summary and Required Supplemental Questions

Executive Summary

Top Left Trails Co-op is a volunteer-driven nonprofit organization that designs, builds, and maintains mountain bike trails in and around Port Angeles. For decades, our community has built and cared for trails at Dry Hill, Colville, Kelly Peak, Mt. Pleasant and beyond, which draw thousands of visitors each year. Without ever asking for public funds, we have built over 70 trails, spent 14,000+ hours on new trail development and 4,800+ hours on trail maintenance.

We are now seeking \$80,000 from the Clallam County Lodging Tax Fund to support two high-impact tourism projects:

1. **Dry Hill Trails Rebuild Project** – Rebuild up to three key downhill mountain bike trails lost to upcoming logging activities. Partner with DNR to rebuild the climbing access trail as a multi-use trail open to hikers, trail runners, *and* cyclists. The DNR is committing some resources, but the bulk of the trail rebuilds will be on the shoulders of Top Left and community volunteers.
2. **Colville Trails Revitalization Project** – Repair and update existing trails and pump track. Construct the first mountain bike skills park in Port Angeles where families and riders of all ages and levels can learn and progress their mountain bike skills in a safe and supportive environment.

Together, these projects will enhance visitor access, expand recreation opportunities, and preserve two cornerstone trail systems in unincorporated Clallam County. Losing large parts of the existing Dry Hill trail network to logging will result in a significant decline in current overnight visitors and tourism spending, underscoring the urgency of these reinvestments.

In parallel, Top Left Trails is applying for \$11,000 from the City of Port Angeles Lodging Tax Fund for a separate marketing project focused on video storytelling, content creation, and trail signage. That effort will amplify the *visibility* of Port Angeles' mountain biking opportunities and drive regional tourism, complementing the infrastructure investments in this application.

Our work aligns perfectly with the top 5 short term goals in the Olympic Peninsula Tourism Master Plan and we hope the committee will fund our project. Thank you for your time and consideration!

Required Supplemental Questions

1. How will the project/program help increase the number of people traveling to Clallam County for business or pleasure on a trip?

Dry Hill and Colville Trails are two of the most-visited mountain biking destinations on the Olympic Peninsula, attracting riders, race organizers, and spectators from across the state, country and beyond.

Together, these sites generate steady, **year-round visitation** to our region. With planned logging* at Dry Hill and wear over time at Colville, the facilities are in need of major reinvestment. Not only will investing in our trails attract more visitors to our region, but **NOT doing it will result in losing current visitors.**

The trails at Dry Hill host **major regional events** such as the *Northwest Cup Downhill Race Series* – a long-standing partner of Top Left and one of North America's largest downhill series – the *Sturdy Dirty Women's Downhill Race*, and the *Cascadia Dirt Cup Enduro Race*, together drawing **thousands of visitors annually.**

Additionally, *MicroShuttle*, a local mountain bike shuttle service, operates at Dry Hill outside of major event weekends and peak seasons, offering guided riding experiences and year-round visitor access that further sustains tourism throughout the shoulder months.

Losing many of Dry Hill's existing trails would directly reduce current visitation numbers and associated lodging tax revenues – reinforcing the urgency of this investment. Rebuilding a portion of the trails now and being able to offer **additional trail options** at Colville will be crucial to **continue attracting riders to our region** while the capacity at Dry Hill is reduced during and after logging operations.

**It is important to note that the planned logging has been a known factor since the beginning of trail-building at Dry Hill. Top Left Trails and NW Cup collaborate closely with DNR and value the opportunity to build and use trails on DNR/County land during the intervals between timber sales. Being able to use the land for decades is well worth the risk and effort of rebuilding after logging, and the economic impact to the community more than outweighs the cost. The land at Dry Hill is, and will remain, DNR/County property, with the department retaining the right to conduct logging in the future.*

2. How will the project/program help increase paid overnight accommodation in Clallam County?

Visitors to Dry Hill and Colville Trails frequently travel long distances and stay in local hotels, motels, vacation rentals, and campgrounds. Port Angeles' unique sea-level elevation makes it one of the few destinations in the United States where riders can ride **year-round** without damaging trails, ensuring consistent visitation to our town – and overnight stays – throughout all four seasons.

Events like the NW Cup, Cascadia Dirt Cup and Sturdy Dirty are multi-day events that bring hundreds of guests who stay multiple nights. The revamp of Colville trails will attract families seeking recreation-friendly lodging, while the Dry Hill rebuild ensures event organizers *continue* hosting multi-day competitions that fill local accommodations.

Given conservative estimates of \$208* per visit in economic impact, the races themselves represent about \$600,000 in annual spending from riders that directly supports local lodging and businesses. Add in spectators and families accompanying the riders, that number is likely closer to \$1,000,000. Maintaining and enhancing these trail systems is an investment that pays for itself many times over.

**Numbers derived from Clallam County Value of Tourism 2023:*

https://olympicpeninsula.org/wp-content/uploads/2024/07/2023-WA-State-County-Tourism-Economics-for-Olympic-Peninsula-Counties_June-2024.pdf

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit?

Event registration data at Dry Hill shows over 95% of event riders come from more than 50 miles away. If we assume the same for only 5% of the daily year-round visitors to Dry Hill, this trail system attracts over **2,700 visits from more than 50 miles away annually**. Riders regularly come from all over WA state including Seattle, Bellingham, Snoqualmie, Olympia, Tacoma and beyond, but more than half come from further away including Oregon, Idaho, Montana, Utah, Colorado, California and internationally.

The Colville revamp will add a new recreational opportunity for families, beginner riders, and youth programs, **expanding the visitor base for the long term**. Similar skills parks like Duthie in Issaquah and the Port Gamble Heritage Park, are strong examples of the public appetite for, and tourism benefits of, family-focused bike parks. The improvements to Colville will attract a **wider audience** of visitors traveling more than 50 miles, most of whom stay overnight to ride multiple trail systems in the region.

4. How will the project/program encourage visitors to come from another country or state?

Dry Hill has a long history of hosting **international and out-of-state riders and racers** from Oregon, Idaho, Montana, Colorado, California, Arkansas, and British Columbia. The upgraded Colville Trails will attract both Canadian and out-of-state families seeking diverse recreation options near Olympic National Park.

Expanding and updating current trail networks provides multiple days worth of varied riding experiences near Port Angeles. Ensuring we have **several days worth of high quality riding** helps convince people to make the trek to our somewhat isolated location and invites them to **stay for longer** to ensure they are able to ride all that we have to offer out here.

5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

This application is not for a specific event, but for trails and facilities which enable multiple tourism-driving events that would not otherwise be here.

Events enabled at Dry Hill in 2025 included:

- Northwest Cup Downhill Race Series (April & May): ~1,650 racers
 - Sturdy Dirty Women's Downhill Race (October): ~200 racers
 - Cascadia Dirt Cup Enduro Race: ~240 racers
 - MicroShuttle seasonal operations: ~600 attendees annually
 - Year-round recreational use: ~7300 mountain bikers, hikers and runners annually based on daily camera activity
-

6. 2026 Tourism-Impact Estimate

Metric	2026 Estimate (w/o Cascadia Dirt Cup)	2025 Actual	Methodology
a. Overall attendance at your facility	9,886	10,125	Event registration data, trail camera activity
b. Number of people who travel more than 50 miles	2,764	2,979	Registration data, plus an assumed 5% of users from camera activity
c. Of the people traveling >50 miles, how many are from another country or state?	580	638	25.4% of registered event attendees. Same proportion applied across other users
d. Of the people traveling >50 miles, how many stay overnight in the unincorporated Clallam County area?	2,211 overnight visitors total 1,105 overnight in unincorporated Clallam County	2,383 overnight visitors total 1,191 overnight in unincorporat ed Clallam County	Event registration data. Same proportion applied across other users Given 97% of attendees come from >50 miles away, a conservative assumption is made that 80% stay overnight, and 50% of them stay in unincorporated Clallam County
e. Of the people staying overnight, how many stay in PAID accommodations in the unincorporated Clallam County area?	995	1,072	Assumption of 90%

f. Number of paid lodging room nights resulting from your activity	3,979 total room nights 1,990 room nights in unincorporated Clallam County	4,289 total room nights 2,145 room nights in unincorporated Clallam County	Average 2-night stays
--	---	---	-----------------------

*Note 1: These numbers represent **riders and registered racers** only. One can assume the tourism impact is significantly higher when accounting for spectators and families accompanying the riders. However, since we do not have specific data on accompanying visitors, we have not accounted for them in the numbers we show here.*

*Note 2: These numbers represent visitors to the **Dry Hill** trail system only. Data from Trailforks mountain bike tracking app suggests we have several hundred visitors from outside the county to our other trail systems in addition. We have not included those in the lodging numbers since we do not have data on their overnight patterns.*

7. Is there a host hotel for your event?

Host hotels vary by event; past official hotel partners include Red Lion Hotel, and event organizers have specifically recommended county lodging like Elwha RV Park and ESP in addition to local Airbnbs in their marketing.

8. Describe the prior success of your event/activity/facility in attracting tourists.

Dry Hill has been a **regional mountain biking hub for decades**, hosting the NW Cup since 2008. Colville Trails and its pump track, built by Top Left Trails Co-op in 2017-2019, have become a central gathering point for youth riders, families, and beginners. Data from riders using the Trailforks app shows increased use year over year.

These two cornerstone trail systems attract thousands of visitors to our region each year. In 2025, events at Dry Hill alone attracted almost 3,000 visitors from further than 50 miles away, including riders from 14 different US states and more than 100 riders from British Columbia.

9. Describe your target tourist audience (location, demographics, etc.)

- **Primary audience:** Mountain bikers, downhill racers, and outdoor recreationists of all ages
- **Family audience:** Parents and children seeking accessible, fun riding environments
- **Locations:** Seattle, Bellingham, Olympia, Snoqualmie, Tacoma, Olympia, Oregon, Victoria B.C.
- **Events audience:** Competitive racing communities from across the nation, including women's and youth downhill

These audiences are active travelers who spend on lodging, dining, outdoor gear and local recreation during multi-day visits. They typically do not travel alone so their economic impact is multiplied by travel partners, families and spectators.

10. Describe how you will promote your event/activity/facility to attract tourists.

Port Angeles and Top Left Trails are starting to build a reputation for the world class bike trails we have out here. Our team is out participating in mountain bike races across the state and continuously spreading the word and bringing more riders out our way.

Specific promotion includes:

- Partnerships with race organizers (NW Cup, Sturdy Dirty, Cascadia Dirt Cup and MicroShuttle), other trail organizations (Evergreen Mountain Bike Alliance and Vancouver Island based organizations) and race teams and brands (Specialized, Transition etc).
 - Partnerships with local businesses (Sound Bikes & Kayaks, Lincoln Park Grocery, Wander Fuca Coworking), and other outdoor recreation-focused businesses who take folks out on our trails.
 - Booth presence at relevant events (BANNF Film Festival at Field Hall)
 - Social media campaigns showcasing progress and features of our trails (YouTube Channel, Instagram, Facebook)
 - Trailforks listings, trail reports and content updates
 - Outreach to Visit Port Angeles and Clallam County Tourism for collaboration opportunities
 - New video and photo content from our trails (through the separate City of Port Angeles marketing project)
-

11. Describe how the event/activity/facility will help promote lodging establishments, restaurants, and businesses located in the unincorporated area of Clallam County.

Outside visitors using our trails typically stay for a couple nights, dining locally and shopping at nearby stores and using local bike shops. Our trail networks are one of few that can handle year-round use which directly drives spending at lodging establishments, restaurants, grocery stores, and service businesses outside of the peak tourist season.

Top Left Trails and our major event partners regularly utilize and recommend local businesses for services at events, including food vendors (Frugals, Gypsy Coffee, Little Devil's, BBQ, Get Going Grill, Lincoln Park Grocery, Yodelin), security and medical teams (Norpoint Security), facilities (Bill's Plumbing & Sanikan), printing (Bailey Signs & Graphics) and bike services (Sound Bikes & Kayaks).

12. Are you applying for Lodging Tax funds from another community?

Yes. We are applying for \$11,345 from the City of Port Angeles Lodging Tax Fund for a separate project specifically aimed at promoting our region to mountain bikers.

That application focuses on content creation, video footage, and trail signage to highlight Port Angeles as a premier mountain biking destination. It is independent from the rebuild projects described in this application and will not affect their scope or funding, but will enhance the overall impact by drawing greater visitor attention to both the Dry Hill and Colville Trails sites.

13. What is the overall budget for your event/activity/facility? What percent of the budget are you requesting from Clallam County Lodging Tax Fund?

Total Annual Budget: \$108,438

Request from Clallam County Lodging Tax Fund: \$80,000 (74%)

We are a small, entirely volunteer-run organization with no paid staff. At Top Left, volunteers do it all—design and build trails, run social media, maintain and store tools, create marketing materials, manage finances, fundraise, develop and maintain website content, host work parties, and write grant applications.

Because so much of our work is driven by unpaid labor, the true value of what we do isn't fully reflected in our budget numbers. That's why our LTAC funding request represents a significant

portion of our total—an \$80,000 contribution from lodging tax funds would be absolutely essential to expanding our capacity and rebuilding these trail facilities.

Summarized Project Budget:

Item	Cost	Funding Source
Dry Hill Trail Rebuild (3 trails)	\$60,000	Lodging Tax Funds
Colville Trail Repairs and Pump Track	\$20,000	Lodging Tax Funds
Total:	\$80,000	

An itemized budget detailing the planned use of these funds, and a copy of the organization's full annual budget is provided later in this application package.

14. Please describe your plans for securing the remainder of the funds necessary to complete your event/activity/facility.

The LTAC funding will be supplemented by a combination of funding and work by the WA DNR Recreation Dept. At the completion of logging activities, the DNR plans to build a much needed parking area at Dry Hill to support the current and future use of the trail system.

Additional resources include a significant amount of volunteer labor and in-kind donations along with private donations and community fundraising.

Top Left Trails is fully committed to rebuilding our world-class trail systems and continuing to expand riding opportunities across the Peninsula, regardless of funding. However, the reality is that *without* support from lodging tax funds, we'll be relying on volunteer labor and doing it all by hand—as we always have—which would likely mean that restoring Dry Hill to its current capacity level would take us at least **another decade** and large race partners would likely have to take their events elsewhere in the meantime.

We hope the committee sees the value in supporting this project to start rebuilding now; we stand ready to roll up our sleeves and get going!

Thank you for your time and willingness to read this long application in its entirety!



Top Left Trails Co-op
Itemized Budget - LTAC Funds

		2026		Notes
		Amount	% of total	
Revenue				
LTAC Funds - Clallam County		80,000	100%	
Total Revenue		80,000		
Expenses				
Dry Hill				
Equipment Transportation		1,500	2%	Delivery fee - Transporting machinery to/from Dry Hill
Equipment Rental		7,200	9%	Excavator - 2 months rental incl insurance and tax
Equipment Operator		26,500	33%	212 hrs at prevailing wage including payroll tax and employee expenses
Fuel		1,500	2%	Diesel and gas for machinery
Meals		1,500	2%	Food and drink for 6-7 community work parties
Colville				
Equipment Transportation		1,500	2%	Delivery fee - Transporting machinery to/from Colville
Equipment Rental		5,240	7%	Excavator - 1 month rental incl insurance and tax. Sanikan rental 12 months.
Equipment Operator		13,750	17%	110 hrs at prevailing wage including payroll tax and employee expenses
Fuel		600	1%	Diesel and gas for machinery
Meals		1,200	2%	Food and drink for 3 community work parties
Shared Costs - Dry Hill & Colville				
Equipment Purchases		5,250	7%	Mikasa Multiquip MVC64VH Plate Compactor. Two STIHL MSA 300 C-O Battery Chainsaw
Tools, Supplies & Consumables		5,900	7%	Two STIHL AP 500 S Lithium-Ion Batteries. Makita battery grease gun for excavator maintenance. Hand tools and consumables (chain saw chains, grease, gloves, towels etc).
Insurance		4,500	6%	General Liability annual insurance required for projects
Admin & Payroll		3,250	4%	Accounting, surveying, reporting, payroll software
Other		610	1%	Miscellaneous
Total Expenses		80,000		
Operating Profit (Loss)		0		

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE

OF

TOP LEFT TRAILS CO-OP

I CERTIFY that the records on file in this office show that the above named entity was formed under the laws of the State of Washington and that its public organic record was filed in Washington and became effective on 08/07/2017.

I FURTHER CERTIFY that the entity's duration is Perpetual, and that as of the date of this certificate, the records of the Secretary of State do not reflect that this entity has been dissolved.

I FURTHER CERTIFY that all fees, interest, and penalties owed and collected through the Secretary of State have been paid.

I FURTHER CERTIFY that the most recent annual report has been delivered to the Secretary of State for filing and that proceedings for administrative dissolution are not pending.

Issued Date: 09/24/2025
UBI Number: 604 157 247



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Steve R. Hobbs, Secretary of State

Date Issued: 09/24/2025



Filed
 Secretary of State
 State of Washington
 Date Filed: 03/28/2025
 Effective Date: 03/28/2025
 UBI #: 604 157 247

Annual Report

BUSINESS INFORMATION

Business Name:

TOP LEFT TRAILS CO-OP

UBI Number:

604 157 247

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

812 E 7TH ST, PORT ANGELES, WA, 98362-6412, UNITED STATES

Principal Office Mailing Address:

812 E 7TH ST, PORT ANGELES, WA, 98362-6412, UNITED STATES

Expiration Date:

08/31/2026

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/Registration Date:

08/07/2017

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

NONPROFIT RECREATIONAL MOUNTAIN BIKE TRAIL BUILDING ORGANIZATION

NONPROFIT GROSS REVENUE CERTIFICATION

Per [RCW 24.03A.960](#) does the Nonprofit certify that its total gross revenue in the most recent fiscal year was less than \$500,000? - **Yes**

NONPROFIT CORPORATION'S EIN

Nonprofit EIN: **82-2839636**

REGISTERED AGENT [RCW 23.95.410](#)

**Registered Agent
 Name**

Street Address

Mailing Address

TOP LEFT TRAILS
CO-OP

812 E 7TH ST, PORT ANGELES, WA, 98362-6412,
UNITED STATES

812 E 7TH ST, PORT ANGELES, WA, 98362-6412,
UNITED STATES

PRINCIPAL OFFICE

Phone:

831-601-5869

Email:

MARIANNECONDRUP@GMAIL.COM

Street Address:

812 E 7TH ST, PORT ANGELES, WA, 98362-6412, USA

Mailing Address:

812 E 7TH ST, PORT ANGELES, WA, 98362-6412, USA

GOVERNORS

Title	Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		MARIANNE	CONDRUP

NATURE OF BUSINESS

- NONPROFIT RECREATIONAL MOUNTAIN BIKE TRAIL BUILDING ORGANIZATION

REPORTING CHANGES FOR THE CHARITABLE NONPROFIT CORPORATION

Does the Nonprofit Corporation meet exemptions of reporting as outlined in [RCW 24.03A.075?](#) - Yes

CONTROLLING INTEREST

1. Does this entity own (hold title) real property in Washington, such as land or buildings, including leasehold improvements?

- No

2. In the past 12 months, has there been a transfer of at least 16-2/3 percent of the ownership, stock, or other financial interest in the entity?

- No

a. If "Yes", in the past 36 months, has there been a transfer of controlling interest (50 percent or greater) of the ownership, stock, or other financial interest in the entity?

- No

3. If you answered "Yes" to question 2a, has a controlling interest transfer return been filed with the Department of Revenue?

- No

You **must** submit a Controlling Interest Transfer Return form if you answered "yes" to questions 1 and 2a.

Failure to report a Controlling Interest Transfer is subject to penalty provisions of [RCW 82.45.220](#).

For more information on **Controlling Interest**, visit www.dor.wa.gov/REET.

RETURN ADDRESS FOR THIS FILING

Attention:

MARIANNE CONDRUP

Email:

MARIANNECONDRUP@GMAIL.COM

Address:

812 E 7TH ST, PORT ANGELES, WA, 98362-6412, USA

UPLOAD ADDITIONAL DOCUMENTS

Do you have additional documents to upload? - No

AUTHORIZED PERSON

I am an authorized person.

Person Type:

ENTITY

First Name:

JESSICA

Last Name:

BERRY

Entity Name:

TOP LEFT TRAILS CO-OP

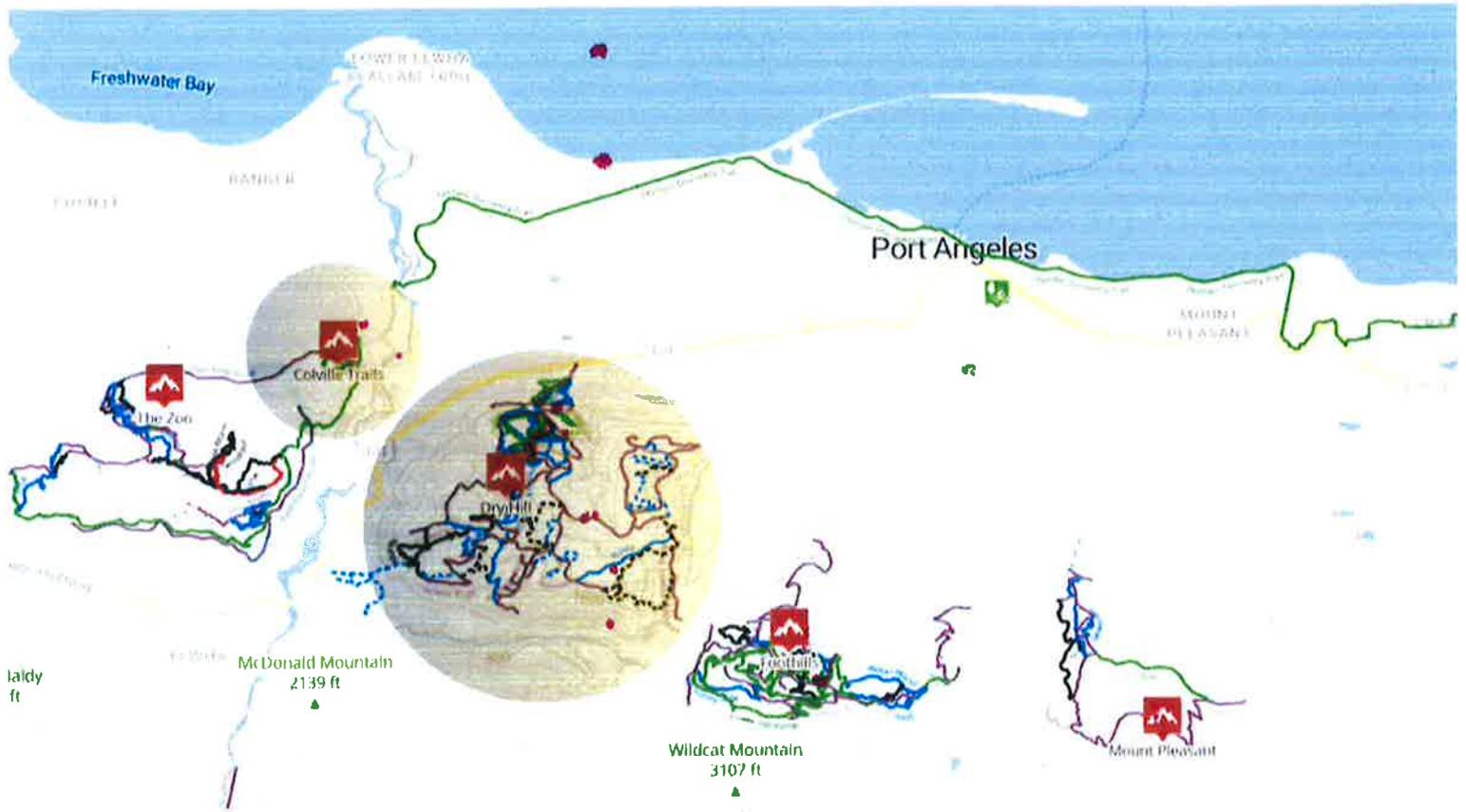
Title:

TREASURER

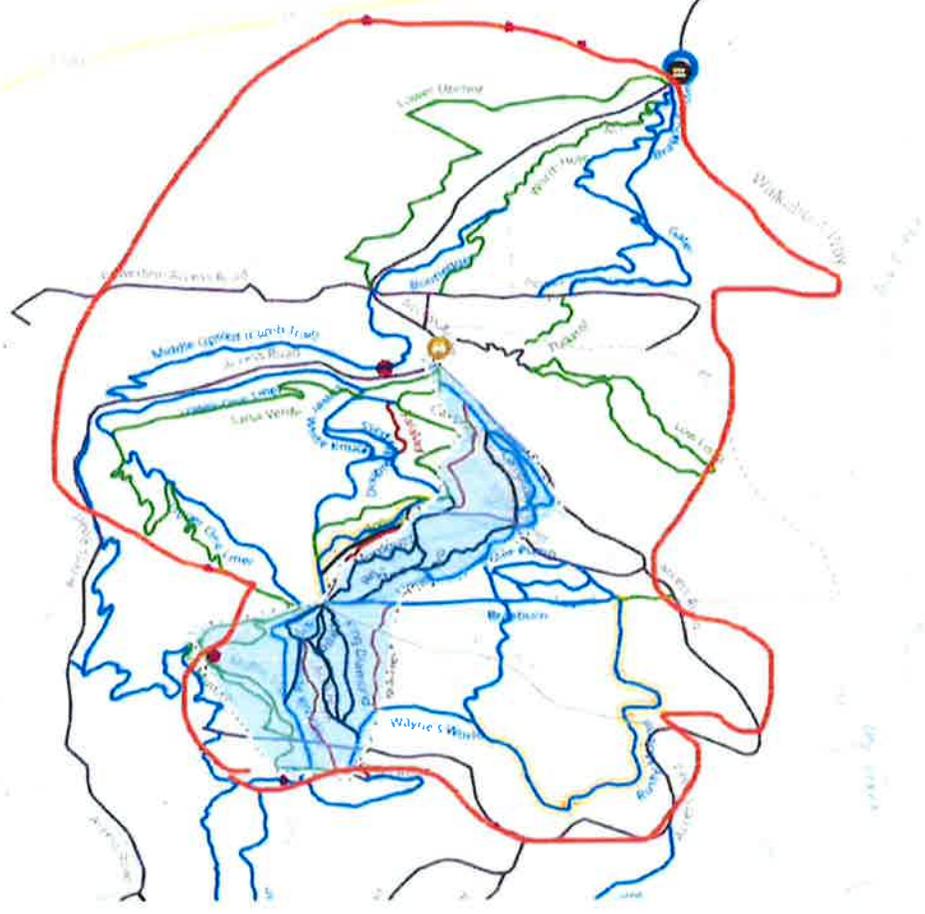
This document is hereby executed under penalty of law and is to the best of my knowledge, true and correct.

Mountain Bike Trail Map - Port Angeles

Colville Trails and Dry Hill highlighted



Mountain Bike Trail Map - Dry Hill



Dry Hill Logging Plans:

The map shows an overview of existing trails at Dry Hill.

Trails within the red lines will be lost in the upcoming thinning.

A narrow section of trails in the center corridor will be preserved. These are highlighted with blue background.



**DEPARTMENT OF
NATURAL RESOURCES**

OLYMPIC REGION
411 TILlicum LANE
FORKS WA 98331

360.374.2800
OLYMPIC.REGION@DNR.WA.GOV
WWW.DNR.WA.GOV

October 9, 2025

Clallam County Lodging Tax Advisory Committee
Board of Commissioner's Office
223 East 4th Street, Suite 4
Port Angeles WA 98362-3015

Subject: Letter of support for Top Left Trail Co-Op

Dear Members of the Lodging Tax Advisory Committee:

I am writing on behalf of the Washington State Department of Natural Resources (DNR) to express our support for the Top Left Trail Co-Ops' (TLTC) proposal to build and maintain recreational trails at the Dry Hill Mountain Bike Area (DHMBA).

The DNR manages land for multiple uses across several landscapes within Clallam County. Over the next few years, a variable density thinning harvest, that improves forest health while generating revenue for county beneficiaries, will impact the mountain bike trails at Dry Hill. These grant funds will facilitate upgrades and reconstruction efforts to enhance safety, trail resiliency, and the overall experience for recreationalists post-harvest.

TLTC has been a reliable Adopt-a-Trail partner for over seven years (60-103315). They constructed and continue to maintain the Colville Trail System and have recently expanded their reach to include the DHMBA. Their board and volunteer members have displayed a high level of professionalism and dependability throughout the years. We feel strongly that they would utilize these funds in the combined interests of DNR, Clallam County and recreationists at DHMBA.

Please understand that any activities occurring on DNR managed lands cannot negatively impact Trust beneficiaries. TLTC will need to work closely with DNR to implement these funds in a manner that is consistent with our Trust mandate.

Thank you for the opportunity to voice our support for this important project.

Sincerely,

Signed by:

9594FD7613374D5...

William Wells
Olympic Region Manager

TOP LEFT TRAILS

OUR MISSION:

- ✓ Top Left Trails designs, builds and maintains enduring mountain bike trails in and around Port Angeles, WA. Our trails are built by and for the community, and we collaborate closely with local agencies to enhance access, promote stewardship and foster respect for the unique landscape of the Olympic Peninsula.

OUR PURPOSE:

- ✓ Our purpose is to promote mountain biking by developing and maintaining trails that support a low impact use and care for the unique forests of the north Olympic Peninsula. Through hands-on trail work, advocacy, and education we aim to create accessible and responsible trail systems that inspire a lifelong love of the outdoors and strengthen connections between riders, volunteers, and local communities.

STATS / GOALS:

- ✓ 19 + Miles of new trails built
14,000+ Volunteer hours of new trail development
4,800+ Volunteer hours on trail maintenance



VISIT OUR WEBSITE

www.toplefttrails.org



CONTACT US

info@toplefttrails.org

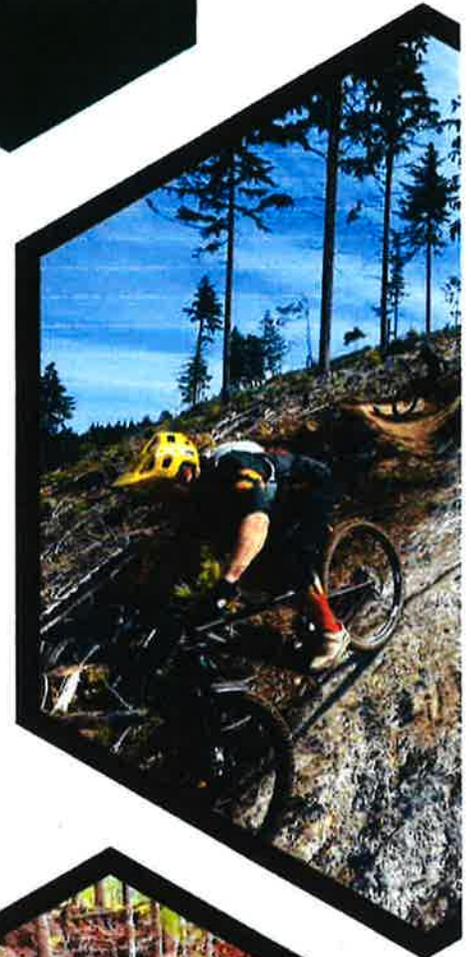


DONATE

www.toplefttrails.org/donate



Top Left Trails Co-op is a 501c3 nonprofit organization. Donations are tax deductible.



TOP LEFT TRAIL PLANS 2026 – 2027

COLVILLE

PHASE ONE : BEGINNER SKILLS

- ✔ Designed for beginner mountain bikers, this phase will re-envision the Colville pump track and include a network of gentle-grade flow trails to help kids and families build foundational mountain biking skills in a safe and forgiving environment.

PHASE TWO : INTERMEDIATE SKILLS

- ✔ Suitable for riders who have mastered green trails and are ready to explore more technical terrain, this phase will focus on trails for intermediate riders that include rollable, small to medium obstacles like rocks and roots, gentle berms and sections to help build confidence and learn how to maintain speed and rhythm on a trail

PHASE THREE : ADVANCED JUMP LINE

- ✔ Featuring large, challenging features like big gap jumps and step-ups, this phase is geared toward advanced riders who want to master trick opportunities like whips and spins, which require a high-level of skills, confidence and precise control.

DRY HILL

- ✔ Rebuilding up to three key downhill mountain bike trails lost to logging activities. Assist DNR in rebuilding the climbing access trail as a multi-use trail open to hikers, trail runners, and cyclists. The DNR is committing some resources at Dry Hill, but the bulk of the trail rebuilds will be on the shoulders of Top Left and willing volunteers.

THE ZOO

- ✔ Two new trails!
A blue, flowy fun trail following the same topography as the existing Newt trail.
A black loamer creating a much needed connector between two key sections of trails at Kelly Peak.



VISIT OUR WEBSITE
www.toplefttrails.org



CONTACT US
info@toplefttrails.org



DONATE
www.toplefttrails.org/donate

Top Left Trails Co-op is a 501c3
non-profit organization.
Donations are tax deductible.



Top Left Trails Booth at BANFF Film Festival





PERSONAL SERVICES AGREEMENT

Contract Number: 19925.26.026

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

Name: Port Angeles Waterfront Center dba Field Arts & Events Hall
Address: 201 W Front St, Port Angeles, WA 98362
Phone N^o: 360-504-2234

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____ 2026.

Field Arts and Events Hall

CLALLAM COUNTY

Mike French, Chair

Steven Raider-Ginsburg
Title: Executive Director

Date: January 6 _____ 2026

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for Port Angeles Waterfront Center – Field Arts and Events Hall to support operations. See ATTACHMENT E for full details of the funding request.

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$321,164 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) One payment in the amount of \$321,164 to be paid when the contract is fully executed.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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 which 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 which 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. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 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 bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (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 fifteen (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 ten (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 thirty (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: Clallam County
 Title: Board of Commissioners Office and Finance Departments
 Address: 223 East 4th Street, Port Angeles, WA 98362
 Telephone: 360-417-2256 and 360-417-2382
 E-mail: loni.gores@clallamcountywa.gov and Eleanor.Hill@clallamcountywa.gov

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

Reports shall include any problems, delays or adverse conditions 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:

COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence

ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail).

	\$	per occurrence
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WORKERS COMPENSATION: Statutory amount

AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

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

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

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

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

- 3. Liquidated Damages. 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):.

ATTACHMENT E



RECEIVED
CLALLAM CO. COMMISSIONERS

OCT 10 2025

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**LODGING TAX FUNDING APPLICATION
2026**

GUIDELINES

Clallam County lodging tax paid by visitors is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities within the unincorporated areas of Clallam County.

This application is for applicable large-scale events, projects or infrastructure improvements only. Minimum grant is \$5,000. Marketing requests should be directed to the Olympic Peninsula Visitor Bureau (OPVB) Tourism Enhancement Grant program.

I **AMOUNT of Lodging Tax Requested:** \$ 355,000

II **Agency/Organization Name:** Port Angeles Waterfront Center
Organization is Government Entity 501(c)3 501(c)6 Other
Federal Tax ID No. 81-3062077 UBI Number 604011408

III **Project/Activity/Event:** Field Arts & Events Hall

IV **Representative Contact Information:**
Name, Title Steve Raider-Ginsburg, Executive & Artistic Director
Mailing Address 201 W Front Street, Port Angeles, WA 98362
Phone(s) 360-504-2234
Email steve@fieldhallevents.org

V **Service Categories, check all applicable:**
 Tourism Promotion/Marketing (individual marketing request, contact OPVB)
 Operation of a Special Event/Festival designed to attract tourists
 Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization
 Operation and/or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding. I understand and affirm that:
- If awarded, my organization intends to enter into a contract with Clallam County and meet all specified requirements of that contract.
- My Agency/Organization is required to submit a report documenting economic impact results in a format determined by Clallam County.

Steve Raider-Ginsburg

Date: 10/10/2025

Signature

Steve Raider-Ginsburg
Print or Type Name

LODGING TAX APPLICATION – REQUIRED SUPPLEMENTAL QUESTIONS

(You may use this Supplemental Questions form or type the questions and answers on separate sheets)

1. How will the project/program help increase the number of people traveling to Clallam County for business or pleasure on a trip?

Field Arts & Events Hall (Field Hall) is a nonprofit-owned, tourism-related facility as defined in RCW 67.28.080 and 67.28.1816 — a year-round conference and performing arts venue that attracts visitors from across the Pacific Northwest and beyond. Its programs and operations are designed to increase tourism which generate overnight stays, visitor spending, and repeat travel to Clallam County, particularly focused on shoulder and off-season.

The Conference & Events Center expands Clallam County’s appeal as a business and social-event destination, hosting 140+ private events in 2024 that generated 6,369 overnight stays, with 2025 projections also leading to more than 7,600+ overnight stays. These include corporate meetings, multi-day conferences, destination weddings, nonprofit galas, etc., each bringing out-of-area guests who stay in lodging throughout the county over multiple nights. Professional event planners and corporate clients describe Field Hall as a *world-class venue on the peninsula*,” reinforcing its role in attracting high-value business and leisure travelers.

Field Hall Presents, our flagship year-round performance series, brings local, regional and nationally recognized artists to the Olympic Peninsula, drawing cultural tourists who travel specifically for world-class performances. In 2024–2025, 6.25% of attendees traveled more than 50 miles to attend events, averaging over 100 miles from major population centers such as Seattle, Bainbridge Island, Federal Way, Kent, Langley, Olympia and Mount Vernon. Visitor testimonials consistently highlight that performances were the primary reason for their trip and that they plan to return for future events. Between 2024 and 2025, these performances generated a combined 7,686 documented overnight stays and more than \$1.29 million in total visitor spending.

Unlike seasonal attractions, Field Hall’s weather-independent operations create year-round tourism impact, driving consistent visitor traffic in all months. Its downtown waterfront location encourages visitors to explore nearby restaurants, shops, galleries, and lodging, multiplying the economic benefit throughout the community. With over 55,000+ total visitors annually across performances, rentals, gallery attendance, and coffee bar traffic, Field Hall has become a cornerstone institution driving cultural and economic vitality across Clallam County.

2. How will the project/program help increase paid overnight accommodation in Clallam County?

Field Hall drives measurable increases in paid overnight accommodations by leveraging strategic programming, scheduling, and reputation-building to convert cultural and business visitors into multi-night stays. In just two and a half years since opening, Field Hall has generated 12,600+ documented room nights; the majority occurring during shoulder and off-peak seasons when local hotels typically see lower occupancy. This early success demonstrates not only proven demand but also significant growth potential. With continued investment, Field Hall can expand its year-round calendar and marketing reach, further increasing visitor stays and strengthening Clallam County’s tourism economy.

Multi-Day Event Design: Our Conference & Events Facility is built around multi-day gatherings. Weddings and conference attendees who routinely book multiple nights. One client described the wedding weekend as a “vacation,” booking family and guests at area hotels and for multiple nights. Our 2025 calendar has already held two major multi-day conferences with substantial lodging impact: The Washington State Court Judges Conference, which was a multi-day statewide convening generating over 540 room nights across multiple local

hotels and the New England Foundation for the Arts National Theater Project Convening, a five-day national conference attracting arts professionals from across the U.S., projected to generate over 250 room nights both with significant off-site spending.

High-Quality Experience, Return Travel & Reputation: Patron testimonials consistently share their intent to return. A Bainbridge Island visitor stayed two nights at Red Lion and patronized Kokopelli Grill and Pink Pony Café. A Federal Way couple stayed at Olympic Lodge after traveling 100 miles to see Jim Messina. These are not isolated anecdotes, but rather they align with broader travel behavior trends. A 2024 AAA/Bread Financial survey found 3 in 5 travelers report traveling more than 50 miles specifically for live events such as concerts and performances. *AAA's Concert Season Travel Surges* report further notes that 62% of event travelers extend their trips, incorporating additional vacation days or regional exploration. These findings reinforce that Field Hall's caliber of programming directly drives multi-night stays, particularly among mid-life and younger audiences who prioritize experiences that combine culture, travel, and recreation. These national trends reinforce that high-quality cultural programming draws multi-night stays, especially among mid-life audiences who view travel as an experience beyond the event itself. Example: David "Dawg" Grisman's 80th birthday party was sell-out audience in late March to over 20% of the audience having traveled well over 50 miles to attend the once in a lifetime event.

Year-Round Lodging: Field Hall operates year-round with the majority of our overnight impact occurring during the shoulder and off-season (Oct – May), outside traditional peak tourism months. Performances and conferences in fall, winter, and early spring drive consistent hotel occupancy and restaurant business during slower periods, which is especially valuable to Clallam County's vulnerable tourism-related businesses. This activity raises occupancy levels when outdoors/park related tourism declines. In rural tourism research, development of arts, cultural amenities, and attractive programming is frequently cited as a catalyst for sustained lodging demand and economic vitality. For example, studies of rural tourism emphasize that an attractive destination, access to cultural assets, and tourist satisfaction are key drivers of repeat visits and encourage lodging extensions. Another rural tourism impact study shows that leveraging cultural and heritage assets in dispersed rural settings can boost lodging and generate economic spillovers in nearby communities.

Evening-Performance Timing Strategy: Over half of Field Hall Presents performances and events are scheduled from 7–9 p.m., making same-day returns impractical for many regional patrons. Audiences from Seattle, Bainbridge Island, and Mount Vernon, often traveling 100+ miles, frequently stay overnight. Heck, even Port Townsend and Forks attendees decide to stay overnight. Lodging stays have been verified to occur throughout many places in the County. One Bellevue visitor who attended Jennifer Thomas's concert reported: "Traveling to PA was easy, and I decided to make a weekend out of it. I stayed locally, explored a few restaurants, and genuinely enjoyed the visit. It's the kind of experience I've already told friends about, a great destination for arts, culture, and a little weekend getaway. I look forward to another event at Field Hall in the not too distant future."

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

Field Hall's programming strategy specifically targets regional population centers beyond the 50-mile radius through three mechanisms:

Event Scale & Exclusivity: Destination weddings, corporate conferences, and events create must-attend occasions. Professional event planners describe Field Hall as a "world class venue on the peninsula," attracting clients seeking alternatives to expensive Seattle-area spaces. The waterfront location and architectural distinction provide unique selling points unavailable elsewhere in the region.

Geographic Marketing Focus: Our data shows that the majority of 2025 performance attendees traveled 50+ miles, from Greater Seattle Metro (Seattle, Federal Way, Kent: 100-110 miles), Puget Sound Islands (Bainbridge Island: 70 miles, Langley: 85 miles), Skagit Valley (Mount Vernon, Anacortes: 75-150 miles), and South Sound (Port Orchard, Bremerton). Verified patron testimonials document visitors from each market citing Field Hall as their primary purpose.

Premium Programming: World-class performances by touring artists (American Ballet Theatre, Silkroad Ensemble, Devon Allman, Paula Poundstone, Pink Martini) provide compelling reasons for regional audiences to travel distances they wouldn't for local community theater. Our venue quality and artist caliber compete with Seattle venues while offering intimate, accessible experiences unavailable in urban markets. At a recent concert one attendee who traveled in to see the show shared this over email, "My wife and I attended the 'Masters of Hawaiian Music' Concert this evening (9/28) and the performance was wonderful. Thanks for bringing Daniel Ho, George Kahumoku Jr., and Tia Carrere to Port Angeles and its very special Field Arts & Event Hall.

But my prime compliment goes to the sound technician who provided a perfect balance of instruments and vocal amplification tonight. The acoustics in the Field Hall is worthy, but getting the sound right, especially with 3 different ukeleles and a 12-string guitar, takes real talent. Every note from Uncle George and Daniel were so crisp and melodic, I felt like I was in a recording studio. Tia's amplification was just right, complementing the music from her two fellow artists. The speakers provided just the right volume and acoustical sharpness for a full attendance." With this kind of premium experience our "destination" audience has told us that the trip is worth it and they will be coming back.

Marketing Strategy: Field Hall's marketing strategy combines targeted digital outreach with proactive in-person engagement to attract visitors from well beyond a 50-mile radius. Our Director of Sales represents Field Hall at high-impact conferences and trade shows—including the Tourism Summit (Spokane), Wedding MBA (Las Vegas), Cascadia Conference (Suncadia), Northwest Event Show (Seattle), and MPI Global Conference (San Antonio)—where we connect directly with professional planners booking destination weddings, corporate retreats, and multi-day conferences. These events allow us to showcase Field Hall's waterfront location, architectural distinction, and lodging partnerships, positioning it as a premier venue for gatherings that inherently require overnight stays.

Complementing this outreach, Field Hall executes a coordinated digital marketing strategy targeting regional and statewide audiences through online campaigns, media partnerships, and tourism collaborations. We invite visitors from Seattle, Tacoma, Bainbridge Island, and the I-5 corridor to plan weekend getaways around Field Hall performances and events. Partnerships with Black Ball Ferry Line, Red Lion Hotel, and the Greater Port Angeles Conference Committee (GPACC) strengthen ties with local tourism businesses, creating overnight packages and seasonal experiences. Together, these efforts position Field Hall as the cultural centerpiece of a multi-day Olympic Peninsula visit—whether for a wedding, business meeting, or world-class performance.

4. How will the project/program encourage visitors to come from another country or state?

Field Hall attracts out-of-state and international visitors through several channels:

Destination Conferences: Field Hall attracts out-of-state and international visitors and is growing its role as a destination conference venue. Our success hosting the National Theater Project Convening demonstrates the facility's capacity to deliver high-caliber, multi-day events that draw attendees from across the country. Building on this momentum, Field Hall continuously pursues leads for future destination conferences such as being in dialogue with Regional Dance America for a regional gathering, a group interested in hosting a dark sky photography conference, and other niche events that align with the Olympic Peninsula's unique cultural and natural assets.

Destination Weddings: Field Hall offers an unparalleled setting for couples seeking a distinctive wedding experience. Our waterfront location on the Olympic Peninsula provides sweeping views of the Strait of Juan de Fuca and the Olympic Mountains—an extraordinary backdrop that rivals any urban venue. Architectural elegance, world-class amenities, and professional event support create a sophisticated yet intimate atmosphere that appeals to couples nationwide. Out-of-state couples choose Field Hall because it transforms a wedding into

a curated, multi-day destination celebration, with our team and GPACC partners ensuring every family enjoys a personalized retreat.

National-Touring Artists: Field Hall has already experienced successfully attracting national out-of-state and out-of-country attendees to unique concerts and events, such as Jennifer Thomas's only live concert in 2025 or David "Dawg" Grisman's 80th once in a lifetime birthday concert. Field Hall is not only providing unique opportunities to be the only presenter in Washington to show artists such as Mummenshanz or American Ballet Theater but we are creating relationships to do this more and build a reputation for it.

Canadian Market: Field Hall is uniquely positioned one block from the Black Ball ferry terminal, making it an accessible cultural destination for Canadian visitors. Our outreach strategy highlights the exclusivity of our programming—many artists and events featured at Field Hall are not appearing in Victoria or Vancouver, offering BC audiences a rare opportunity to experience world-class performances via easy and affordable travel.

To strengthen this draw, Field Hall has partnered with Black Ball Ferry Line to create cross-border promotions and overnight packages. These partnerships will continue to grow, making it easier for Canadian guests to plan multi-day visits that combine cultural experiences with Olympic Peninsula exploration. Canadian testimonials already affirm they are attending performances as part of extended stays. Field Hall is committed to expanding this market as a driver of lodging and tourism revenue.

Olympic National Park Tourism: Visitors planning multi-day ONP trips increasingly add Field Hall performances to itineraries, extending stays. Evening performances provide ideal activities for tourists already in the area, converting day visitors into overnight guests.

5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

Field Hall operates as a year-round tourism facility with two distinct programs:

Field Hall Presents Performance Series (2026 Projected):

- 120+ performances and events annually
- Estimated total attendance: 21,000+
- Major events include: nationally recognized musicians, comedy, dance companies, film screenings, community performances

Rentals & Conference Center (2026 Projected):

- 150+ private events annually
- Estimated total attendance: 15,000+
- Event types: Destination weddings, corporate conferences, fundraising galas, community celebrations, professional meetings, dance recitals, film premieres

Laura Cooksey Gallery

- 6 Shows Annually
- 6,497 Visitors to Gallery 1/1/25 - 9/30/25
- 643 Attendees to Gallery Engagement Events

Combined 2026 Projections:

- 270+ total events
- 36,700 total attendance
- 9,000 overnight stays projected
- Year-round operations (January-December)
- Rather than a single event, Field Hall functions as tourism infrastructure generating consistent visitor traffic throughout the year.

6. 2026 Tourism-Impact Estimate

(Actual must be completed by applicants who had a Clallam County Lodging Tax Contract in 2025)

State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area, so do your best!

As a direct result of your proposed tourism-related service, please provide:	2026 Estimate	2025 Actual	Methodology
a. Overall attendance at your event/activity/facility	47,000	44,472 (15,652 rentals + 21,120 performances + 7,700 gallery)	Ticketing system records (Ludus, Venue Pilot, Tripleseat) tracking all admissions
b. Number of people who travel more than 50 miles for your event/activity/facility	10,200	9,500	Conservative calculation based on verified patron/client zip codes, event timing,
c. Of the people who travel more than 50 miles, the number of people who travel from another country or state.	1,200	1,100 (estimate)	Subset of >50 mile travelers; patron surveys and testimonial data documenting out-of-state/Canadian visitors
d. Of the people who travel more than 50 miles, the number of people who stay overnight in the unincorporated Clallam County area.	3,600	4,575	We estimate 25% of people beyond those who have paid overnight accommodations are staying in the unincorporated area.
e. Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed-breakfast, RV park, in the unincorporated Clallam County area.	3,600	3,074	100% of overnight stays in unincorporated Clallam in paid lodging (hotels, motels, B&Bs) per post-event testimonials naming specific properties
f. Number of paid lodging room nights resulting from your event/activity/facility.	9,000	7,686	Room nights = overnight stays; calculation: attendees >50 miles x overnight conversion rate (1.5)

7. Is there a host hotel for your event? If yes, please identify.

Field Hall does not maintain exclusive host hotel arrangements, as our diverse programming (270+ annual events) benefits lodging establishments throughout the County. Verified patron testimonials and post-event surveys document consistent use of the following properties:

- Red Lion Hotel Port Angeles
- Quality Inn Uptown
- Olympic Lodge
- Port Angeles Inn
- Super 8 by Wyndham
- Holiday Inn Express
- B&B's/AirB&B's (throughout the county)
- Camping (throughout the county)
- RV parks for visitors combining events with recreational travel

This distributed lodging pattern ensures broad economic impact throughout the unincorporated areas of Clallam County, aligning directly with the Lodging Tax Fund's goal to support tourism countywide. For large-scale events (conferences, destination weddings), event organizers independently negotiate room blocks with the lodging of their choice.

8. Describe the prior success of your event/activity/facility in attracting tourists.

Field Hall has rapidly established itself as one of Washington's premier destinations for conferences, events, and performances that attract visitors from across the country and abroad. We know that our reputation for this is spreading as we have received a number of requests from other towns and groups that are aware and have heard of Field Hall and want to know how we did it.

Since opening, Field Hall has hosted hundreds of events including weddings, meetings, and cultural programs that directly generate overnight stays and impactful tourism spending across Clallam County.

In 2024–2025, Field Hall hosted more than 140 rental events that together generated thousands of verified room nights, with visitors traveling from as far as Florida, Minnesota, Oregon, California, and British Columbia. Clients consistently describe Field Hall as a “world-class venue on the peninsula,” citing its architectural beauty, professional staff, and waterfront setting as key factors in choosing Port Angeles over urban competitors. Looking beyond the success in conferences at Field Hall, destination weddings have become a cornerstone for rental success. A Florida mother of the bride reported a five-night stay for multiple families attending a July 2025 wedding, with guests lodging at the Red Lion, Quality Inn, and local Airbnbs while exploring Olympic National Park and dining at Kokopelli Grill and Downriggers. A Seattle couple described their wedding reception as “absolutely seamless,” noting how the team “made the weekend stress-free” and “kept everything running beautifully.” These experiences mirror dozens of similar testimonials that illustrate multi-night stays and positive word-of-mouth promotion for Port Angeles as a travel destination.

Corporate and nonprofit clients also recognize the venue's tourism value. First Fed Bank hosted a large appreciation event in early 2025, booking 16 hotel rooms—nine at the Red Lion and the remainder at 7 Cedars—and dining locally. The Washington State Department of Ecology and North Olympic Healthcare Network held multi-day retreats for staff traveling from Olympia and other parts of the state. One corporate planner from Gig Harbor called Field Hall “a beautiful, functional space supported by an exceptional team,” confirming repeat bookings and referrals to other statewide clients.

In addition to rentals, the Field Hall Presents series attracts cultural tourists from more than 50 miles away for performances by nationally recognized artists such as Cowboy Junkies, Jim Messina, MOMIX, Paula Poundstone, Sam Grisman, Pink Martini and Devon Allman. Visitors from Seattle, Bainbridge Island, Kent, and Olympia frequently stay overnight, citing performances as the primary reason for their trip. Visitors from across Puget Sound and beyond repeatedly describe Field Hall as both a destination and a reason to travel to Clallam County. A Seattle couple attending American Ballet Theatre in March 2025 shared, “We traveled over from Seattle for this performance, stayed overnight at the Port Angeles Inn, and walked from our

hotel to the venue. It was a great performance, and the entire trip was lovely.” Their story reflects a typical tourism pattern—performance attendance paired with an overnight stay and exploration of downtown.

Audience members from Langley and Anacortes praised Noche Flamenca for its world-class quality and welcoming atmosphere, calling Field Hall a “gorgeous venue” with “amazing performances” and “front row seats that were fabulous.” These visitors reported dining at Sabai Thai and Next Door Restaurant and staying overnight at the Quality Inn, demonstrating direct economic benefit to local hospitality businesses. From Mount Vernon, a patron attending David Grisman’s 80th Birthday noted, “As a former promoter, I was overjoyed by the design and sound. We live about two and a half hours away, but this gives us reason to come to Port Angeles more often.” That sentiment—turning a first visit into a recurring travel intention—illustrates Field Hall’s growing reputation as a regional arts destination.

Another guest from Kent, Washington, described their experience at Ty Herndon in March 2025: “Staff were very friendly, and the entertainment choice was great, we stayed two nights.” Similarly, an attendee from Port Orchard who saw A History of Time Through Music in April wrote, “I’ve seen numerous plays and musicals, but this show was one of the best I’ve ever seen. I laughed, I got teary-eyed, and I loved the message.”

These firsthand accounts demonstrate how Field Hall’s caliber of performances is motivating audiences to travel long distances, book lodging, dine locally, and spend additional time exploring Clallam County. They also reinforce that Field Hall has succeeded in transforming Port Angeles into a regional cultural destination—one that attracts overnight visitors, repeat travelers, and cultural tourists seeking a world-class experience in a uniquely Pacific Northwest setting.

9. Describe your target tourist audience (location, demographics, etc.)

Field Hall targets three distinct tourist segments with different geographic and demographic profiles:

Business & Conference Travelers (Corporate Rentals)

- Geographic: National conferences with attendees from multiple states (e.g., New England Foundation for the Arts National Theater Project: 5-day convening, 250 projected room nights from nationwide participants) and PNW-focused conferences (Washington, Oregon, Idaho)
- Demographics: Corporate professionals, nonprofit organizations, professional associations, ages 30-65
- Market Segment: Professional development networks, nonprofit organizations, state and federal government agencies, tourism and arts summits, vendor events, corporate retreats
- Behavior: Seeking alternatives to expensive Seattle venues, value waterfront location and ONP proximity for team building, require quality facilities and professional service
- Value: Multi-day stays (3-5 nights typical), higher per-diem spending on lodging/dining, potential spouse/partner travel extending leisure stays

Celebration & Event Travelers (Weddings/Social Market)

- Geographic: Regional PNW (Washington and Oregon primarily) and major U.S. metropolitan areas seeking destination experiences (Minneapolis, Chicago, etc.)
- Demographics: Primarily women, diverse ages (wedding parties 25-35, families 25-75), middle income
- Market Segment: Weddings, family reunions, milestone celebrations, multi-generational gatherings, destination social events
- Behavior: Destination event attendance, multi-generational family groups, extended weekend stays, vacation mentality with area exploration
- Value: 2-3 night stays, large party groups (10-20 rooms per event), dining, shopping, tourist activities, high emotional connection driving return visits

Cultural Arts Tourists (Field Hall Presents)

- Geographic: Greater Seattle Metro (Seattle, Bellevue, Federal Way, Kent: 100-110 miles), Puget Sound Islands (Bainbridge, Whidbey: 70-85 miles), Skagit Valley (Mount Vernon,

Anacortes: 75-150 miles), South Sound (Port Orchard, Bremerton, Olympia, Tacoma: 60-120 miles) Portland, OR

- Demographics: Primarily women ages 35-65, college-educated, household income \$75,000+, cultural engagement as lifestyle priority
- Market Segment: Performing arts patrons, music and theater enthusiasts, cultural experience seekers, intimate venue audiences
- Behavior: Willing to travel 2+ hours for quality performances, seek intimate venue experiences unavailable in urban markets, combine events with dining and Olympic National Park exploration
- Value: Average ticket price \$35-50, typically 2-person attendance, 70% overnight stay rate for 100+ mile travel, restaurant dining

10. Describe how you will promote your event/activity/facility to attract tourists.

This is how Field Hall promotes a world-class, tourism-related facility targeting clients/patrons 50+ miles from Port Angeles to increase lodging and stimulate local economy:

Digital Marketing:

- Google Ads retargeting for wedding venue searches in the following states: Washington, Oregon, Idaho, California, Arizona, Minnesota, and Virginia.
- Social Media (Facebook/Instagram): Targeted advertising and event boosts promote Field Hall's artistic programming and destination appeal. Campaigns are geo-targeted by ZIP code across Jefferson, Kitsap, Mason, Thurston, Pierce, King, Snohomish, Island, Skagit, Whatcom, and San Juan counties, and by metro region in Seattle (WA), Portland (OR), San Francisco and Los Angeles (CA), Las Vegas (NV), Phoenix (AZ), Salt Lake City (UT), Boise (ID), Denver (CO), Houston, Dallas, and Austin (TX), Minneapolis (MN), Chicago (IL), Washington D.C., and Richmond (VA). Rotating short-form video and static ads position Field Hall both as a premier cultural destination in Port Angeles and as a venue of choice for meetings, conferences, and corporate retreats, with special emphasis on Washington State and the Seattle metro area for corporate event promotion.
- Programmatic Advertising: Sponsored articles and programmatic advertising scheduled with Sound Publishing targeting Jefferson, Kitsap, and King counties with particular focus on corporate campuses, wedding planners, and cultural centers
- Targeted Eblasts: Out-of-area email campaigns with Sound Publishing, primarily focused on Jefferson, Kitsap, and King Counties, promoting artistic features, rental opportunities, or rental-focused events (e.g.: Wedding Expo, Open Houses)
- Search Engine Optimization: key phrases like "waterfront wedding venues", "Pacific Northwest conference center", "things to do in Port Angeles" on www.fieldhallevents.org as well as calendar listings, ticketing pages and social media
- Website optimization: Lodging partner links, area attraction information, trip planning resources
- Destination Marketing Profiles: Featured listings on key advertising sites (theknot.com, meetingeventplannersguide.com, washingtonweddingday.com) connected to print, programmatic digital, and newsletter emails.

Partnership Marketing:

- Ongoing partnership marketing with Key City Public Theatre, Centrum, Olympic Music Festival, Music on the Strait, Port Angeles Symphony, Port Angeles Fine Arts Center – including eblast trades, social media shares, and print program advertising trades
- Hotel discount offer with Red Lion at checkout confirmation for ticket purchases
- Program distribution (mostly local) - Port Angeles and Sequim chambers of commerce, local hotels, medical offices, community orgs, arts orgs.

- Partnership with area lodging properties for guest room collateral and package offerings, including the Red Lion Inn and Olympic Lodge

Print Publications and Media

- Print and digital advertising with Port Townsend Leader, Port Ludlow Voice, Seattle Times, The Stranger, Portland Mercury, Seattle Gay News, with arts/culture media targeting and destination marketing
- Tourism industry publication outreach (WA Wedding Day Magazine, Northwest Event Guide, Northwest Meetings & Events)

Direct Audience Development:

- Trade show participation: Northwest Meetings & Events, Cascadia conference, MPI events, Port Angeles Wedding Expo (co-producer)
- Wedding industry presence at bridal shows throughout WA, including Seattle/Kitsap/Tacoma bride shows
- Event planner relationship building through industry association participation as well as our Director of Sales is on the Director of Membership and Board of Meeting Planners International.
- Corporate sales team actively soliciting regional businesses for conference/retreat bookings
- Field Hall Membership marketing encouraging multi-visit commitments

Website Optimization:

- Field Hall's "Plan Your Trip" section is designed to convert interest into overnight stays by providing essential resources for out-of-town visitors.
- Links to booking engines olympicpeninsula.org, visitportangeles.com and visitsunnysequim.com are located at fieldhallevents.org/visit-north-olympic-peninsula/
- Parking and Public Transit
- Links to three community calendars
- Event Integration: While tourists may come in primarily for Field Hall our website makes it easy for guests to plan around performances, weddings, and conferences and find additional activities in the area.
- Economic Impact: By simplifying trip planning and promoting overnight stays, this resource directly supports lodging tax goals and amplifies regional tourism revenue.

In addition to the advertising and publicity efforts listed above Field Hall is actively collaborating with other organizations to advance Port Angeles as a destination for conferences, events, and arts.

Georgia Meyers, Field Hall's Director of Sales, is a founding member of Greater Port Angeles Conference Committee (GPACC), along with Katie Fenner at Red Lion. GPACC is a Clallam County focused conference strategy team seeking to increase multi-day conferences, meetings, and events in the greater Port Angeles area.

Field Hall is developing a new microsite for its conference and rental program which will be live at the end of the calendar year. The site will serve as a dedicated digital hub for attracting events to Clallam County, showcasing Field Hall as an event venue, local lodging and transportation, and regional tourism resources. The site will include:

- Lodging recommendations throughout Port Angeles, Sequim, and the greater unincorporated Clallam County area paired with easy transportation guides
- Highlights of local restaurants, boutiques, and commercial attractions
- A collaborative blog with regular guest features from community event planners, vendors, and venues to provide a broader picture of Clallam County as a destination event location

11. Describe how the event/activity/facility will help promote lodging establishments, restaurants, and businesses located in the unincorporated area of Clallam County.

Field Hall actively promotes unincorporated area businesses through multiple mechanisms, generating documented economic benefit:

Direct Lodging Promotion:

- Website "Plan Your Visit" section features all unincorporated area lodging properties with direct booking links
- Pre-event confirmation emails include lodging recommendations and area hotel information Ticket confirmation pages display lodging partner information encouraging overnight bookings
- Event marketing materials position multi-day visit opportunities
- Venue tours for wedding/conference clients include lodging property recommendations

Restaurant & Dining Promotion:

- Patron testimonials specifically document dining at Kokopelli Grill, Sabai Thai, Next Door, and Pink Pony Cafe
- Pre-performance dining recommendations shared via email and social media
- Partnership opportunities for special event catering showcasing local establishments
- Coffee bar and gallery provide daily foot traffic to waterfront business district

Area Promotion:

- All marketing materials emphasize Clallam County as destination, not just venue
- Social media content features area attractions, businesses, and experiences
- Gallery exhibits showcase local artists, connecting visitors to regional arts communities, including the Tribal Arts.
- Coffee bar sources from local vendors where possible, promoting area businesses

Business Community Integration:

- Rental clients (corporate conferences, weddings) inherently require lodging, dining, services
- Conference attendees explore area during free time, generating retail/attraction spending
- Wedding parties create concentrated multi-day demand benefiting multiple business types
- Event attendee surveys consistently show additional spending at area businesses beyond primary event purpose

12. Are you applying for Lodging Tax funds from another community (yes or no)? If yes, indicate below where applying and for how much. Do **NOT** attach a copy of the application.

Yes, City of Port Angeles, \$252,279

13. What is the overall budget for your event/activity/facility? \$ 4,018,500

14. What percent of the budget are you requesting from Clallam County Lodging Tax Fund? 8.7%

15. Please describe your plans for securing the remainder of the funds necessary to complete your event/activity/facility.

Field Hall employs a diversified revenue model that ensures long-term financial sustainability and minimizes reliance on any single funding source. Funding is generated through a balanced mix of earned income from performances, rentals, and conferences; public support from state and local grants; and private philanthropy from individuals, foundations, and corporate sponsors. This blended strategy allows Field Hall to adapt to market conditions while maintaining a consistent level of high-quality programming. Continued investment in marketing, donor relations, and community partnerships further strengthens financial resilience and positions Field Hall as a key driver of cultural tourism and regional economic growth.

	FY25 BUDGET	
A. EARNED INCOME		
1. TICKET REVENUE	\$	515,360
a. FACILITY FEE	\$	25,000
b. RENTAL TICKET INCOME	\$	-
2. RENTALS		
a. CONFERENCE RENTAL	\$	297,000
b. THEATER RENTAL	\$	95,000
c. OTHER RENTAL SERVICE	\$	-
3. GALLERY INCOME (ARTWORK SALES)	\$	25,000
4. FEE FOR SERVICE/WORKSHOP	\$	-
5. WATERFRONT COFFEE BAR	\$	167,560
6. FOOD & BEVERAGE		
a. RENTALS (F&B)	\$	140,000
b. PERFORMANCE	\$	146,261
7. MERCHANDISE	\$	15,874
8. GEAR RENTAL & VIDEO PROGRAMS	\$	-
9. MISCELLANEOUS INCOME	\$	-
TOTAL EARNED INCOME	\$	1,427,055
B. CONTRIBUTED INCOME		
1. FOUNDATION GRANTS	\$	91,200
2. GOVERNMENT GRANTS	\$	475,000
3. CORPORATE GRANTS	\$	25,000
4. INDIVIDUALS	\$	235,000
5. MAJOR GIFTS—FIELD (2024)	\$	300,000
6. CAPITAL CAMPAIGN ALLOCATION	\$	574,000
7. BENEFIT/SPECIAL EVENTS	\$	295,000
8. MEMBERSHIP	\$	200,000
9. SPONSORSHIP	\$	75,000
10. ENDOWMENT EARNINGS	\$	163,791
11. INKIND GIFTS	\$	-
TOTAL UNEARNED INCOME	\$	2,433,991
TOTAL INCOME	\$	3,861,046
%		

**Field Arts Events Hall
FY25 Organizational Budget (Board Approved)**

	FY25 BUDGET
A. SALARIES & FRINGE BENEFITS	
1. ARTISTIC & PROGRAMMING	\$ -
2. RENTALS & FOOD & BEVERAGE	\$ -
3. DEVELOPMENT & MARKETING	\$ -
4. PRODUCTION & FACILITY	\$ -
5. ADMINISTRATIVE & OPERATIONS	\$ -
TOTAL SALARIES	\$ 1,498,924
6. 4038 EMPLOYER CONTRIBUTION	\$ 14,290
7. INSURANCE	\$ 121,938
8. EMPLOYEE DISCOUNTS ON TICKETS, F&B, ETC.	\$ -
9. PAYROLL TAXES & OTHER FRINGE	\$ 152,198
TOTAL SALARIES & BENEFITS	\$ 1,787,350
B. OTHER PROFESSIONAL FEES	
1. PROGRAMMING FEES	
a. ARTIST/COMPANY FEES	\$ 359,800
b. TEACHING ARTISTS	\$ 10,228
c. GALLERY ARTIST (SALE OF ARTWORK)	\$ 14,000
d. PERFORMER MERCHANDISE	\$ 3,181
2. GALLERY CURATOR	\$ 750
3. ROYALTIES/RIGHTS/ETC.	\$ 34,218
4. CONSULTANTS	
a. TECHNOLOGY/IT	\$ 7,951
b. CATERING MANAGER/CATERS	\$ 2,500
c. HUMAN RESOURCES/FINANCE	\$ 16,151
d. DEVELOPMENT/CAPITAL CAMPAIGN	\$ -
e. STRATEGIC PLANNING/POLICY	\$ 22,000
f. BOARD RETREAT/MANUAL/ETC.	\$ 3,000
g. CASUAL LABOR	\$ 8,863
5. SECURITY	\$ 500
6. PHOTOGRAPHER/VIDEOGRAPHER/DOCUM	\$ 5,500
7. PROFESSIONAL DEVELOPMENT/STAFF COM	\$ 11,250
8. MEDIA LAB PROGRAM	\$ -
TOTAL O.P.S.	\$ 499,892

**Field Arts Events Hall
FY25 Organizational Budget (Board Approved)**

	FY25 BUDGET	
C. TRAVEL & TRANSPORTATION		
1. AIRFARE, TRAIN & CAR RENTAL	\$	7,600
2. HOTEL & PER DIEM	\$	22,700
3. LOCAL TRAVEL	\$	3,700
4. PERFORMER TRAVEL	\$	23,650
TOTAL TRAVEL & TRANSPORTATION	\$	57,650
D. PRODUCTION MATERIALS & SUPPLIES		
1. PRODUCTION SUPPLIES	\$	16,552
2. EQUIPMENT MAINTENANCE	\$	-
3. EQUIPMENT RENTAL	\$	5,000
4. PIANO TUNING & MOVING	\$	6,250
5. HOSPITALITY (ARTIST)	\$	7,050
6. OTHER PRODUCTION MATERIALS	\$	2,000
TOTAL PRODUCTION MATERIALS	\$	36,852
E. FOOD & BEVERAGE		
1. FOOD & BEVERAGE COGS	\$	131,700
2. SUPPLIES & EQUIPMENT	\$	18,505
3. SERVICES (LINENS, ETC.)	\$	23,500
4. FAM AND PROMOTIONAL EVENTS	\$	10,000
5. MEETING, CONFERENCES, TRADE SHOWS	\$	-
TOTAL CONFERENCE & EVENTS	\$	183,705
F. MARKETING AND PROMOTION		
1. ADVERTISING (PRINT & DIGITAL)	\$	99,900
2. PRODUCTION & DESIGN	\$	25,500
3. POSTAGE	\$	9,000
4. DISTRIBUTION & FLYERING	\$	1,200
5. SOCIAL MEDIA/WEBSITE	\$	22,800
6. MERCHANDISE & DISPLAY	\$	1,500
TOTAL MARKETING & PROMOTION	\$	159,900

**Field Arts Events Hall
FY25 Organizational Budget (Board Approved)**

	FY25 BUDGET
G. FUNDRAISING & EVENTS	
1. ANNUAL APPEAL(s)	\$ 5,000
2. EVENTS & BENEFIT	\$ 55,000
3. MEMBERSHIP & SPONSORSHIP EXPENSES	\$ 7,500
4. DONOR RECOGNITION	\$ 10,500
5. GIFTS	\$ 1,000
6. MERCHANDISE STORE	\$ 12,154
7. CAPITAL CAMPAIGN	\$ 7,500
8. COFUNDRAISING	\$ -
TOTAL FUNDRAISING & EVENTS	\$ 98,654
H. REMAINING OPERATING EXPENSES	
1. SPACE & UTILITIES	
a. INTEREST PAYMENTS (LOC)	\$ 484,021
b. UTILITIES (ELECTRICITY, WATER, SWR, RE)	\$ 65,520
c. BUILDING & PROPERTY MAINTENANCE	\$ 100,000
d. PROPERTY TAXES	\$ 2,537
2. TELEPHONE & INTERNET	\$ 51,633
3. SOFTWARE FEES & LICENSES	\$ 22,965
4. OFFICE SUPPLIES	\$ 11,000
5. CLEANING & JANITORIAL SUPPLIES	\$ 10,000
6. OFFICE EQUIPMENT MAINTENANCE	\$ 5,000
7. POSTAGE	\$ 750
8. PRINTING	\$ 6,007
8. INSURANCE	\$ 201,000
9. ACCOUNT/LEGAL	\$ 15,000
10. MEMBERSHIP DUES & FEES & SUBSCRIPTI	\$ 19,477
11. MEETINGS & CONFERENCES	\$ 10,000
12. POS CHARGES	\$ 30,000
13. BANK FEES	\$ 800
TOTAL REMAINING OPERATING EXP	\$ 1,035,710
TOTAL EXPENSES	\$ 3,859,713
SURPLUS/(DEFICIT)	\$ 1,333

**Field Arts Events Hall
FY25 Organizational Budget to Actuals 1-1-25 thru 9-30-25**

	FY25 BUDGET	(1/1/25 - 9/30/25)	YTD VAR (\$)	YTD VAR (%)
A. EARNED INCOME				
1. TICKET REVENUE	\$ 515,360	\$ 449,643	\$ 65,717	87%
a. FACILITY FEE	\$ 25,000	\$ 25,000	\$ -	100%
b. RENTAL TICKET INCOME	\$ -	\$ -	\$ -	
2. RENTALS				
a. CONFERENCE RENTAL	\$ 297,000	\$ 230,191	\$ 66,809	78%
b. THEATER RENTAL	\$ 95,000	\$ 23,048	\$ 71,952	24%
c. OTHER RENTAL SERVICE	\$ -	\$ -	\$ -	
3. GALLERY INCOME (ARTWORK SALES)	\$ 25,000	\$ 26,814	\$ (1,814)	107%
4. FEE FOR SERVICE/WORKSHOP	\$ -	\$ -	\$ -	0%
5. WATERFRONT COFFEE BAR	\$ 167,560	\$ 130,593	\$ 36,967	78%
6. FOOD & BEVERAGE				
a. RENTALS (F&B)	\$ 140,000	\$ 97,830	\$ 42,170	70%
b. PERFORMANCE	\$ 146,261	\$ 143,995	\$ 2,266	98%
7. MERCHANDISE	\$ 15,874	\$ 10,495	\$ 5,379	66%
8. GEAR RENTAL & VIDEO PROGRAMS	\$ -	\$ -	\$ -	0%
9. MISCELLANEOUS INCOME	\$ -	\$ 2,402	\$ (2,402)	0%
TOTAL EARNED INCOME	\$ 1,427,055	\$ 1,140,011	\$ 287,044	80%
B. CONTRIBUTED INCOME				
1. FOUNDATION GRANTS	\$ 91,200	\$ 39,496	\$ 51,704	43%
2. GOVERNMENT GRANTS	\$ 475,000	\$ 460,000	\$ 15,000	97%
3. CORPORATE GRANTS	\$ 25,000	\$ -	\$ 25,000	0%
4. INDIVIDUALS	\$ 235,000	\$ 228,038	\$ 6,962	97%
5. MAJOR GIFTS-FIELD (2024)	\$ 300,000	\$ 100,000	\$ 200,000	33%
6. CAPITAL CAMPAIGN ALLOCATION	\$ 574,000	\$ 398,154	\$ 175,846	69%
7. BENEFIT/SPECIAL EVENTS	\$ 295,000	\$ 174,400	\$ 120,600	59%
8. MEMBERSHIP	\$ 200,000	\$ 165,315	\$ 34,685	83%
9. SPONSORSHIP	\$ 75,000	\$ 47,350	\$ 27,650	63%
10. ENDOWMENT EARNINGS	\$ 163,791	\$ 82,049	\$ 81,742	50%
11. INKIND GIFTS	\$ -	\$ -	\$ -	
TOTAL UNEARNED INCOME	\$ 2,433,991	\$ 1,694,802	\$ 739,189	70%
TOTAL INCOME	\$ 3,861,046	\$ 2,834,813	\$ 1,026,233	73%
%				

**Field Arts Events Hall
FY25 Organizational Budget to Actuals 1-1-25 thru 9-30-25**

	FY25 BUDGET	(1/1/25 - 9/30/25)	YTD VAR (\$)	YTD VAR (%)
A. SALARIES & FRINGE BENEFITS				
1. ARTISTIC & PROGRAMMING	\$ -	\$ -	\$ -	0%
2. RENTALS & FOOD & BEVERAGE	\$ -	\$ -	\$ -	0%
3. DEVELOPMENT & MARKETING	\$ -	\$ -	\$ -	0%
4. PRODUCTION & FACILITY	\$ -	\$ -	\$ -	0%
5. ADMINISTRATIVE & OPERATIONS	\$ -	\$ -	\$ -	0%
TOTAL SALARIES	\$ 1,498,924	\$ 1,105,027	\$ 393,897	74%
6. 403B EMPLOYER CONTRIBUTION	\$ 14,290	\$ 10,330	\$ 3,960	72%
7. INSURANCE	\$ 121,938	\$ 90,695	\$ 31,243	74%
8. EMPLOYEE DISCOUNTS ON TICKETS, F&B, ETC.	\$ -	\$ -	\$ -	0%
9. PAYROLL TAXES & OTHER FRINGE	\$ 152,198	\$ 132,323	\$ 19,875	87%
TOTAL SALARIES & BENEFITS	\$ 1,787,350	\$ 1,338,376	\$ 448,974	75%
B. OTHER PROFESSIONAL FEES				
1. PROGRAMMING FEES				
a. ARTIST/COMPANY FEES	\$ 359,800	\$ 225,669	\$ 134,131	63%
b. TEACHING ARTISTS	\$ 10,228	\$ 5,618	\$ 4,610	55%
c. GALLERY ARTIST (SALE OF ARTWORK)	\$ 14,000	\$ 10,757	\$ 3,243	77%
d. PERFORMER MERCHANDISE	\$ 3,181	\$ 2,767		
2. GALLERY CURATOR	\$ 750	\$ -	\$ 750	0%
3. ROYALTIES/RIGHTS/ETC.	\$ 34,218	\$ -	\$ 34,218	0%
4. CONSULTANTS				
a. TECHNOLOGY/IT	\$ 7,951	\$ 7,052	\$ 899	89%
b. CATERING MANAGER/CATERS	\$ 2,500	\$ 2,500	\$ -	100%
c. HUMAN RESOURCES/FINANCE	\$ 16,151	\$ 22,502	\$ (6,351)	139%
d. DEVELOPMENT/CAPITAL CAMPAIGN	\$ -	\$ -	\$ -	0%
e. STRATEGIC PLANNING/POLICY	\$ 22,000	\$ 23,000	\$ (1,000)	105%
f. BOARD RETREAT/MANUAL/ETC.	\$ 3,000	\$ 910	\$ 2,090	30%
g. CASUAL LABOR	\$ 8,863	\$ 8,103	\$ 760	0%
5. SECURITY	\$ 500	\$ -	\$ 500	0%
6. PHOTOGRAPHER/VIDEOGRAPHER/DOCUM	\$ 5,500	\$ 4,793	\$ 707	87%
7. PROFESSIONAL DEVELOPMENT/STAFF COV	\$ 11,250	\$ 1,802	\$ 9,448	16%
8. MEDIA LAB PROGRAM	\$ -	\$ -	\$ -	0%
TOTAL O.P.S.	\$ 499,892	\$ 315,473	\$ 184,419	63%

**Field Arts Events Hall
FY25 Organizational Budget to Actuals 1-1-25 thru 9-30-25**

636

	FY25 BUDGET	(1/1/25 - 9/30/25)	YTD VAR (\$)	YTD VAR (%)
C. TRAVEL & TRANSPORTATION				
1. AIRFARE, TRAIN & CAR RENTAL	\$ 7,600	\$ 7,768	\$ (168)	102%
2. HOTEL & PER DIEM	\$ 22,700	\$ 3,948	\$ 18,752	17%
3. LOCAL TRAVEL	\$ 3,700	\$ 2,111	\$ 1,589	57%
4. PERFORMER TRAVEL	\$ 23,650	\$ 17,104	\$ 6,546	72%
TOTAL TRAVEL & TRANSPORTATION	\$ 57,650	\$ 30,931	\$ 26,719	54%
D. PRODUCTION MATERIALS & SUPPLIES				
1. PRODUCTION SUPPLIES	\$ 16,552	\$ 9,613	\$ 6,939	58%
2. EQUIPMENT MAINTENANCE	\$ -	\$ -	\$ -	0%
3. EQUIPMENT RENTAL	\$ 5,000	\$ 2,183	\$ 2,817	44%
4. PIANO TUNING & MOVING	\$ 6,250	\$ 2,025	\$ 4,225	32%
5. HOSPITALITY (ARTIST)	\$ 7,050	\$ 2,216	\$ 4,834	31%
6. OTHER PRODUCTION MATERIALS	\$ 2,000	\$ 560	\$ 1,440	28%
TOTAL PRODUCTION MATERIALS	\$ 36,852	\$ 16,596	\$ 20,256	45%
E. FOOD & BEVERAGE				
1. FOOD & BEVERAGE COGS	\$ 131,700	\$ 149,172	\$ (17,472)	113%
2. SUPPLIES & EQUIPMENT	\$ 18,505	\$ 10,613	\$ 7,892	57%
3. SERVICES (LINENS, ETC.)	\$ 23,500	\$ 21,765	\$ 1,735	93%
4. FAM AND PROMOTIONAL EVENTS	\$ 10,000	\$ -	\$ 10,000	0%
5. MEETING, CONFERENCES, TRADE SHOWS	\$ -	\$ -	\$ -	0%
TOTAL CONFERENCE & EVENTS	\$ 183,705	\$ 181,550	\$ 2,155	99%
F. MARKETING AND PROMOTION				
1. ADVERTISING (PRINT & DIGITAL)	\$ 99,900	\$ 93,292	\$ 6,608	93%
2. PRODUCTION & DESIGN	\$ 25,500	\$ 6,652	\$ 18,848	26%
3. POSTAGE	\$ 9,000	\$ -	\$ 9,000	0%
4. DISTRIBUTION & FLYERING	\$ 1,200	\$ -	\$ 1,200	0%
5. SOCIAL MEDIA/WEBSITE	\$ 22,800	\$ 20,938	\$ 1,862	92%
6. MERCHANDISE & DISPLAY	\$ 1,500	\$ 73	\$ 1,427	5%
TOTAL MARKETING & PROMOTION	\$ 159,900	\$ 120,955	\$ 38,945	76%

**Field Arts Events Hall
FY25 Organizational Budget to Actuals 1-1-25 thru 9-30-25**

637

	FY25 BUDGET	(1/1/25 - 9/30/25)	YTD VAR (\$)	YTD VAR (%)
G. FUNDRAISING & EVENTS				
1. ANNUAL APPEAL(s)	\$ 5,000	\$ -	\$ 5,000	0%
2. EVENTS & BENEFIT	\$ 55,000	\$ 53,957	\$ 1,043	98%
3. MEMBERSHIP & SPONSORSHIP EXPENSES	\$ 7,500	\$ 865	\$ 6,635	12%
4. DONOR RECOGNITION	\$ 10,500	\$ 8,121	\$ 2,379	77%
5. GIFTS	\$ 1,000	\$ 75	\$ 925	8%
6. MERCHANDISE STORE	\$ 12,154	\$ 10,108	\$ 2,046	83%
7. CAPITAL CAMPAIGN	\$ 7,500	\$ 3,722	\$ 3,778	50%
8. COFUNDRAISING	\$ -	\$ 4,281	\$ (4,281)	
TOTAL FUNDRAISING & EVENTS	\$ 98,654	\$ 81,129	\$ 17,525	82%
H. REMAINING OPERATING EXPENSES				
1. SPACE & UTILITIES				
a. INTEREST PAYMENTS (LOC)	\$ 484,021	\$ 338,720	\$ 145,301	70%
b. UTILITIES (ELECTRICITY, WATER, SWR, RE)	\$ 65,520	\$ 53,215	\$ 12,305	81%
c. BUILDING & PROPERTY MAINTENANCE	\$ 100,000	\$ 47,392	\$ 52,608	47%
d. PROPERTY TAXES	\$ 2,537	\$ 2,537	\$ (0)	100%
2. TELEPHONE & INTERNET	\$ 51,633	\$ 39,045	\$ 12,588	76%
3. SOFTWARE FEES & LICENSES	\$ 22,965	\$ 22,699	\$ 266	99%
4. OFFICE SUPPLIES	\$ 11,000	\$ 12,085	\$ (1,085)	110%
5. CLEANING & JANITORIAL SUPPLIES	\$ 10,000	\$ 7,589	\$ 2,411	76%
6. OFFICE EQUIPMENT MAINTENANCE	\$ 5,000	\$ 1,758	\$ 3,242	35%
7. POSTAGE	\$ 750	\$ 143	\$ 607	19%
8. PRINTING	\$ 6,007	\$ 4,022	\$ 1,985	67%
8. INSURANCE	\$ 201,000	\$ 158,451	\$ 42,549	79%
9. ACCOUNT/LEGAL	\$ 15,000	\$ 9,000	\$ 6,000	60%
10. MEMBERSHIP DUES & FEES & SUBSCRIPTI	\$ 19,477	\$ 11,098	\$ 8,379	57%
11. MEETINGS & CONFERENCES	\$ 10,000	\$ 6,221	\$ 3,779	62%
12. POS CHARGES	\$ 30,000	\$ 23,683	\$ 6,317	79%
13. BANK FEES	\$ 800	\$ 126	\$ 674	16%
TOTAL REMAINING OPERATING EXP	\$ 1,035,710	\$ 737,783	\$ 297,927	71%
TOTAL EXPENSES	\$ 3,859,713	\$ 2,822,793	\$ 1,036,920	73%
SURPLUS/(DEFICIT)	\$ 1,333	\$ 12,020		

**FIELD ARTS EVENTS HALL
REVISED FY26 ORGANIZATIONAL BUDGET (Projected)**

	FY26 BUDGET
A. EARNED INCOME	
1. TICKET REVENUE	\$ 625,000
a. FACILITY FEE	\$ 50,000
2. RENTALS	
a. CONFERENCE RENTAL	\$ 340,000
b. THEATER RENTAL	\$ 95,000
3. GALLERY INCOME (ARTWORK SALES)	\$ 35,000
4. FEE FOR SERVICE/WORKSHOP	\$ -
5. WATERFRONT COFFEE BAR	\$ 185,000
6. FOOD & BEVERAGE	
a. RENTALS (F&B)	\$ 150,000
b. PERFORMANCE	\$ 160,000
7. MERCHANDISE	\$ 20,500
8. GEAR RENTAL & VIDEO PROGRAMS	\$ 3,000
9. MISCELLANEOUS INCOME	\$ 8,000
TOTAL EARNED INCOME	\$ 1,671,500
B. CONTRIBUTED INCOME	
1. FOUNDATION GRANTS	\$ 122,000
2. GOVERNMENT GRANTS	\$ 600,000
3. CORPORATE GRANTS	\$ 25,000
4. INDIVIDUALS	\$ 245,000
5. MAJOR GIFTS—FIELD (2024)	\$ 150,000
6. CAPITAL CAMPAIGN ALLOCATION	\$ 500,000
7. BENEFIT/SPECIAL EVENTS	\$ 250,000
8. MEMBERSHIP	\$ 210,000
9. SPONSORSHIP	\$ 75,000
10. ENDOWMENT EARNINGS	\$ 170,000
TOTAL UNEARNED INCOME	\$ 2,347,000
TOTAL INCOME	\$ 4,018,500
%	

**FIELD ARTS EVENTS HALL
REVISED FY26 ORGANIZATIONAL BUDGET (Projected)**

	FY26 BUDGET
A. SALARIES & FRINGE BENEFITS	
1. SALARIES	\$ 1,568,924
2. 403B EMPLOYER CONTRIBUTION	\$ 15,000
3. INSURANCE	\$ 135,000
4. EMPLOYEE DISCOUNTS ON TICKETS, F&B, ETC.	
5. PAYROLL TAXES & OTHER FRINGE	\$ 160,000
TOTAL SALARIES & BENEFITS	\$ 1,878,924
B. OTHER PROFESSIONAL FEES	
1. PROGRAMMING FEES	
a. ARTIST/COMPANY FEES	\$ 410,000
b. TEACHING ARTISTS	\$ 15,000
c. GALLERY ARTIST (SALE OF ARTWORK)	\$ 17,500
d. PERFORMER MERCHANDISE	\$ 5,000
2. GALLERY CURATOR	\$ 1,000
3. ROYALTIES/RIGHTS/ETC.	\$ 35,000
4. CONSULTANTS	
a. TECHNOLOGY/IT	\$ 10,000
b. HUMAN RESOURCES/FINANCE	\$ 9,000
c. STRATEGIC PLANNING/BUSINESS PLANNING	\$ 25,000
d. BOARD OF DIRECTOR - LEADERSHIP & RETREAT	\$ 3,000
e. CASUAL LABOR	\$ 7,500
f. JANITORIAL	\$ 5,000
g. PUBLICITY/PRESS	\$ 15,000
5. SECURITY	\$ 500
6. PHOTOGRAPHER/VIDEOGRAPHER/DOCUMENTATI	\$ 7,500
7. PROFESSIONAL DEVELOPMENT/STAFF COMMITTT	\$ 12,500
TOTAL O.P.S.	\$ 578,500
C. TRAVEL & TRANSPORTATION	
1. AIRFARE, TRAIN & CAR RENTAL	\$ 8,000
2. HOTEL & PER DIEM	\$ 25,000
3. LOCAL TRAVEL	\$ 4,500
4. PERFORMER TRAVEL	\$ -
TOTAL TRAVEL & TRANSPORTATION	\$ 37,500

**FIELD ARTS EVENTS HALL
REVISED FY26 ORGANIZATIONAL BUDGET (Projected)**

	FY26 BUDGET
D. PRODUCTION MATERIALS & SUPPLIES	
1. PRODUCTION SUPPLIES	\$ 17,500
2. EQUIPMENT MAINTENANCE	\$ -
3. EQUIPMENT RENTAL	\$ 5,000
4. PIANO TUNING & MOVING	\$ 6,250
5. HOSPITALITY (ARTIST)	\$ 7,050
6. OTHER PRODUCTION MATERIALS	\$ 2,000
TOTAL PRODUCTION MATERIALS	\$ 37,800
E. FOOD & BEVERAGE	
1. FOOD & BEVERAGE COGS	\$ 140,000
2. SUPPLIES & EQUIPMENT	\$ 21,000
3. SERVICES (LINENS, ETC.)	\$ 25,000
4. FAM AND PROMOTIONAL EVENTS	\$ 10,000
5. MEETING, CONFERENCES, TRADE SHOWS	\$ 23,650
TOTAL CONFERENCE & EVENTS	\$ 219,650
F. MARKETING AND PROMOTION	
1. ADVERTISING (PRINT & DIGITAL)	\$ 100,000
2. PRODUCTION & DESIGN	\$ 25,500
3. POSTAGE	\$ 10,000
4. DISTRIBUTION & FLYERING	\$ 1,500
5. SOCIAL MEDIA/WEBSITE	\$ 25,000
6. MERCHANDISE & DISPLAY	\$ 1,500
TOTAL MARKETING & PROMOTION	\$ 163,500
G. FUNDRAISING & EVENTS	
1. ANNUAL APPEAL(S)	\$ 5,000
2. EVENTS & BENEFIT	\$ 55,000
3. MEMBERSHIP & SPONSORSHIP EXPENSES	\$ 7,500
4. DONOR RECOGNITION	\$ 10,500
5. GIFTS	\$ 1,000
6. MERCHANDISE STORE	\$ 15,000
7. CAPITAL CAMPAIGN	\$ 7,500
8. COFUNDRAISING	\$ -
TOTAL FUNDRAISING & EVENTS	\$ 101,500

**FIELD ARTS EVENTS HALL
REVISED FY26 ORGANIZATIONAL BUDGET (Projected)**

	FY26 BUDGET
H. REMAINING OPERATING EXPENSES	
1. SPACE & UTILITIES	
a. INTEREST PAYMENTS (LOC)	\$ 400,000
b. UTILITIES (ELECTRICITY, WATER, SWR, REFUSE)	\$ 68,000
c. BUILDING & PROPERTY MAINTENANCE	\$ 125,000
d. PROPERTY TAXES	\$ 2,537
2. TELEPHONE & INTERNET	\$ 58,000
3. SOFTWARE FEES & LICENSES	\$ 28,000
4. OFFICE SUPPLIES	\$ 12,000
5. CLEANING & JANITORIAL SUPPLIES	\$ 10,000
6. OFFICE EQUIPMENT MAINTENANCE	\$ 5,000
7. POSTAGE	\$ 750
8. PRINTING	\$ 6,500
8. INSURANCE	\$ 210,000
9. ACCOUNT/LEGAL	\$ 15,000
10. MEMBERSHIP DUES & FEES & SUBSCRIPTIONS	\$ 19,477
11. MEETINGS & CONFERENCES	\$ 10,000
12. POS CHARGES	\$ 30,000
13. BANK FEES	\$ 800
TOTAL REMAINING OPERATING EXP	\$ 1,001,064
TOTAL EXPENSES	\$ 4,018,500
SURPLUS/(DEFICIT)	\$ -

**FIELD ARTS EVENTS HALL
REVISED FY26 ORGANIZATIONAL BUDGET (Projected)**

	FY26 BUDGET	LTAC COUNTY REQUEST
A. SALARIES & FRINGE BENEFITS		
1. SALARIES	\$ 1,568,924	
2. 403B EMPLOYER CONTRIBUTION	\$ 15,000	
3. INSURANCE	\$ 135,000	
4. EMPLOYEE DISCOUNTS ON TICKETS, F&B, ETC.		
5. PAYROLL TAXES & OTHER FRINGE	\$ 160,000	
TOTAL SALARIES & BENEFITS	\$ 1,878,924	\$ -
B. OTHER PROFESSIONAL FEES		
1. PROGRAMMING FEES		
a. ARTIST/COMPANY FEES	\$ 410,000	
b. TEACHING ARTISTS	\$ 15,000	
c. GALLERY ARTIST (SALE OF ARTWORK)	\$ 17,500	
d. PERFORMER MERCHANDISE	\$ 5,000	
2. GALLERY CURATOR	\$ 1,000	
3. ROYALTIES/RIGHTS/ETC.	\$ 35,000	
4. CONSULTANTS		
a. TECHNOLOGY/IT	\$ 10,000	
b. HUMAN RESOURCES/FINANCE	\$ 9,000	
c. STRATEGIC PLANNING/BUSINESS PLANNING	\$ 25,000	
d. BOARD OF DIRECTOR - LEADERSHIP & RETREAT	\$ 3,000	
e. CASUAL LABOR	\$ 7,500	
f. JANITORIAL	\$ 5,000	
g. PUBLICITY/PRESS	\$ 15,000	\$ 15,000
5. SECURITY	\$ 500	
6. PHOTOGRAPHER/VIDEOGRAPHER/DOCUMENTAT	\$ 7,500	
7. PROFESSIONAL DEVELOPMENT/STAFF COMMITTT	\$ 12,500	
TOTAL O.P.S.	\$ 578,500	\$ 15,000
C. TRAVEL & TRANSPORTATION		
1. AIRFARE, TRAIN & CAR RENTAL	\$ 8,000	
2. HOTEL & PER DIEM	\$ 25,000	
3. LOCAL TRAVEL	\$ 4,500	
4. PERFORMER TRAVEL	\$ -	
TOTAL TRAVEL & TRANSPORTATION	\$ 37,500	\$ -

**FIELD ARTS EVENTS HALL
REVISED FY26 ORGANIZATIONAL BUDGET (Projected)**

	FY26 BUDGET	LTAC COUNTY REQUEST
D. PRODUCTION MATERIALS & SUPPLIES		
1. PRODUCTION SUPPLIES	\$ 17,500	
2. EQUIPMENT MAINTENANCE	\$ -	
3. EQUIPMENT RENTAL	\$ 5,000	
4. PIANO TUNING & MOVING	\$ 6,250	
5. HOSPITALITY (ARTIST)	\$ 7,050	
6. OTHER PRODUCTION MATERIALS	\$ 2,000	
TOTAL PRODUCTION MATERIALS	\$ 37,800	\$ -
E. FOOD & BEVERAGE		
1. FOOD & BEVERAGE COGS	\$ 140,000	
2. SUPPLIES & EQUIPMENT	\$ 21,000	
3. SERVICES (LINENS, ETC.)	\$ 25,000	
4. FAM AND PROMOTIONAL EVENTS	\$ 10,000	
5. MEETING, CONFERENCES, TRADE SHOWS	\$ 23,650	\$ -
TOTAL CONFERENCE & EVENTS	\$ 219,650	\$ -
F. MARKETING AND PROMOTION		
1. ADVERTISING (PRINT & DIGITAL)	\$ 100,000	\$ 65,000
2. PRODUCTION & DESIGN	\$ 25,500	\$ 12,000
3. POSTAGE	\$ 10,000	
4. DISTRIBUTION & FLYERING	\$ 1,500	
5. SOCIAL MEDIA/WEBSITE	\$ 25,000	\$ 12,500
6. MERCHANDISE & DISPLAY	\$ 1,500	
TOTAL MARKETING & PROMOTION	\$ 163,500	\$ 89,500
G. FUNDRAISING & EVENTS		
1. ANNUAL APPEAL(S)	\$ 5,000	
2. EVENTS & BENEFIT	\$ 55,000	
3. MEMBERSHIP & SPONSORSHIP EXPENSES	\$ 7,500	
4. DONOR RECOGNITION	\$ 10,500	
5. GIFTS	\$ 1,000	
6. MERCHANDISE STORE	\$ 15,000	
7. CAPITAL CAMPAIGN	\$ 7,500	
8. COFUNDRAISING	\$ -	
TOTAL FUNDRAISING & EVENTS	\$ 101,500	\$ -

**FIELD ARTS EVENTS HALL
REVISED FY26 ORGANIZATIONAL BUDGET (Projected)**

	FY26 BUDGET	LTAC COUNTY REQUEST
H. REMAINING OPERATING EXPENSES		
1. SPACE & UTILITIES		
a. INTEREST PAYMENTS (LOC)	\$ 400,000	
b. UTILITIES (ELECTRICITY, WATER, SWR, REFUSE)	\$ 68,000	\$ 34,000
c. BUILDING & PROPERTY MAINTENANCE	\$ 125,000	\$ 91,500
d. PROPERTY TAXES	\$ 2,537	
2. TELEPHONE & INTERNET	\$ 58,000	
3. SOFTWARE FEES & LICENSES	\$ 28,000	
4. OFFICE SUPPLIES	\$ 12,000	
5. CLEANING & JANITORIAL SUPPLIES	\$ 10,000	\$ -
6. OFFICE EQUIPMENT MAINTENANCE	\$ 5,000	
7. POSTAGE	\$ 750	
8. PRINTING	\$ 6,500	
8. INSURANCE	\$ 210,000	\$ 125,000
9. ACCOUNT/LEGAL	\$ 15,000	
10. MEMBERSHIP DUES & FEES & SUBSCRIPTIONS	\$ 19,477	
11. MEETINGS & CONFERENCES	\$ 10,000	
12. POS CHARGES	\$ 30,000	
13. BANK FEES	\$ 800	
TOTAL REMAINING OPERATING EXP	\$ 1,001,064	\$ 250,500
TOTAL EXPENSES	\$ 4,018,500	\$ 355,000
SURPLUS/(DEFICIT)	\$ -	\$ -



Filed
Secretary of State
State of Washington
Date Filed: 07/16/2025
Effective Date: 07/16/2025
UBI #: 604 011 408

Annual Report

BUSINESS INFORMATION

Business Name:

PORT ANGELES WATERFRONT CENTER

UBI Number:

604 011 408

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

201 W FRONT ST, PORT ANGELES, WA, 98362-2609, UNITED STATES

Principal Office Mailing Address:

PO BOX 71, PORT ANGELES, WA, 98362-0011, UNITED STATES

Expiration Date:

06/30/2026

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/Registration Date:

06/20/2016

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

CHARITABLE, CULTURAL, PERFORMING AND FINE ARTS CENTER, AND CONFERENCE FACILITY

NONPROFIT GROSS REVENUE CERTIFICATION

Per [RCW 24.03A.960](#) does the Nonprofit certify that its total gross revenue in the most recent fiscal year was less than \$500,000? - No

NONPROFIT CORPORATION'S EIN

Nonprofit EIN: **81-3062077**

REGISTERED AGENT [RCW 23.95.410](#)

Registered Agent Name

Street Address

Mailing Address

PORT ANGELES WATERFRONT
CENTER

201 W FRONT ST, PORT ANGELES, WA, 98362,
UNITED STATES

PO BOX 71, PORT ANGELES, WA, 98362,
UNITED STATES

PRINCIPAL OFFICE

Phone:

3604774679

Email:

STEVE@FIELDHALLEVENTS.ORG

Street Address:

201 W FRONT ST, PORT ANGELES, WA, 98362-2609, USA

Mailing Address:

PO BOX 71, PORT ANGELES, WA, 98362-0011, USA

GOVERNORS

Title	Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		S. BROOKE	TAYLOR
GOVERNOR	INDIVIDUAL		JEANNE	MARTIN

NATURE OF BUSINESS

- CHARITABLE
- CULTURAL
- PERFORMING AND FINE ARTS CENTER, AND CONFERENCE FACILITY

REPORTING CHANGES FOR THE CHARITABLE NONPROFIT CORPORATION

Does the Nonprofit Corporation meet exemptions of reporting as outlined in [RCW 24.03A.075](#)? - Yes

CONTROLLING INTEREST

1. Does this entity own (hold title) real property in Washington, such as land or buildings, including leasehold improvements?
- Yes
2. In the **past 12 months**, has there been a transfer of at least 16-2/3 percent of the ownership, stock, or other financial interest in the entity?
- No
 - a. If "Yes", in the **past 36 months**, has there been a transfer of controlling interest (50 percent or greater) of the ownership, stock, or other financial interest in the entity?
- No
3. If you answered "Yes" to question 2a, has a controlling interest transfer return been filed with the Department of Revenue?
- No

You **must** submit a Controlling Interest Transfer Return form if you answered "yes" to questions 1 and 2a.

Failure to report a Controlling Interest Transfer is subject to penalty provisions of [RCW 82.45.220](#).

For more information on **Controlling Interest**, visit www.dor.wa.gov/REET.

RETURN ADDRESS FOR THIS FILING

Attention:

RHODA CERRITELLI

Email:

FINANCE@FIELDHALLEVENTS.ORG

Address:

201 W FRONT ST, PORT ANGELES, WA, 98362-2609, USA

UPLOAD ADDITIONAL DOCUMENTS

Do you have additional documents to upload? - **No**

EMAIL OPT-IN

By checking this box, I hereby opt into receiving all notifications from the Secretary of State for this entity via email only. I acknowledge that I will no longer receive paper notifications.

AUTHORIZED PERSON

I am an authorized person.

Person Type:
INDIVIDUAL

First Name:
RHODA

Last Name:
CERRITELLI

Title:
DIR OF FIN STRATEGY

This document is hereby executed under penalty of law and is to the best of my knowledge, true and correct.

Field Arts & Events Hall: 2025 Testimonials – A Sampling

Demonstrating Tourism Impact and Overnight Stays in Clallam County

1. Wedding – July 2024

Visitor Origin: Multiple States | **Lodging:** Multiple Locations incl. hotel and Airbnb (4 nights)

“We recently hosted my daughter’s wedding at Field Arts & Events Hall, and I cannot recommend this venue highly enough! The breathtaking views provided the perfect backdrop... The staff were beyond incredible—helpful, accommodating, and genuinely dedicated to making the day as perfect as possible. Our daughter’s wedding was a dream come true.”

— **Leslie Diimmel, Mother of the Bride**

Multi-state travel, extended overnight stays, multiple lodging providers, large group.

2. Wedding – July 2025

Visitor Origin: Canada & Florida | **Lodging:** Various hotel and Airbnb (5 nights)

“From the ceremony to the event hall, it was a beautiful day! We couldn’t have picked a more gorgeous space for the reception... Your team were the best and we can’t thank them enough. Everything ran smoothly and we couldn’t have done it without you.”

— **Patti Beck, Mother of the Bride**

Cross-border and cross-country visitors; long multi-night stays; direct hotel and dining impact.

3. Reckless Son – May 2025 (Performance)

Visitor Origin: Bainbridge Island, WA | **Lodging:** Hotel (2 nights) | **Dining:** Kokopelli Grill, Pink Pony Café

“Excellent performance, entertaining, informative and very moving. Beautiful venue, especially the upstairs room for the receptions. Great experience, hope to come back.”

— **Anonymous Patron**

Cultural tourism with two-night hotel stays and multiple local restaurant visits.

4. American Ballet Theatre – March 2025 (Performance)

Visitor Origin: Seattle, WA | **Lodging:** Hotel (1 night)

“We traveled over from Seattle for this performance, stayed in Port Angeles overnight and walked from our hotel to the venue. It was a great performance and the entire trip was lovely.”

— **Anonymous Patron**

Destination arts tourism from Seattle; walkable lodging proximity.

5. First Fed Appreciation Party – February 2025 (Corporate)

Lodging: Various locations (16 overnight stays)

“Field Arts & Events Hall is absolutely amazing!... Our company has had the privilege of coordinating multiple events here since they opened, and each one has been an absolute success. It’s clear that FAEH is one of the premier event venues in the area.”

— **Chloe Hix, Corporate Event Planner**

High-volume overnight stays; repeat corporate business; extended regional impact.

From this sampling of a few of the testimonials we have received we have learned that:

Across weddings, performances, conferences, and corporate gatherings, Field Arts & Events Hall consistently attracts visitors from across Washington State, the Pacific Northwest, Canada, and beyond. Testimonials highlight multi-night stays, multiple hotel bookings, local dining patronage, and repeat visitation—all contributing directly to the local tourism economy and resulting in increased lodging revenue in Clallam County.

Field Arts & Events Hall Budget Description

Advertising, Print and Social Media: Our marketing efforts will focus on increasing overnight stays and attracting visitors from outside our local area through targeted campaigns. We will continue to develop comprehensive marketing campaigns that showcase and highlight the value of utilizing Field Hall/tourist-related facility and planning overnight trips to fully engage with the tourism assets throughout the County.. This will involve creating visually appealing and informative marketing materials, such as posters, flyers, brochures, and email newsletters, that promote the Conference & Events Center as well as our upcoming productions. Field Hall will continue to market and suggest local accommodations, dining options and other attractions to encourage longer multi-night stays. Cost will be associated with leveraging digital marketing, such as search engine optimization (SEO), pay-per-click (PPC) advertising, and targeted social media marketing, to reach potential audiences. We also rely heavily on print assets to advertise our programs. These costs also include fees for press and publicity rep.

Space and Utilities Expenses: Field Hall encompass several key components necessary to maintain the building's operations, comfort and safety. These costs are significant due to demand and heavy use of the facility through active rental and artistic programs, as well as the size and complexity of the venue. Here's a breakdown of these expenses:

Utilities: High electricity, heating, cooling, and water costs arise from the venue's size and the demands of lighting, sound equipment and HVAC systems, which must operate constantly.

Maintenance: Daily cleaning, minor repairs, and landscaping ensure a safe, attractive space, while specialized maintenance of performance equipment adds to costs.

Software: To support our marketing, event management, and operational efforts, we rely on a suite of specialized software that enhances our efficiency and customer engagement. Essential tools include Ludus, Canva, Adobe Creative Suites, Video editing software, Vimeo, Zoom, Tripleseat, DonorPerfect, Office 365, etc.

Comprehensive insurance: Coverage is essential for ensuring the operational stability and long-term sustainability of Field Hall. High insurance costs are driven by the building's size, asset value, and event-driven operations. Key coverage includes General Liability, Property, Directors & Officers (D&O), and Cybersecurity, all of which protect against a range of risks, ensuring public safety and asset protection.

Field Arts & Events Hall Strategic Plan (2025–2027) – Overview

Mission: A home for arts and events that brings people together and strengthens our community.

Vision: Inspire, empower, and support the local arts community, enrich cultural and educational experiences, and spark economic activity throughout the region.

Strategic Focus Areas

1. Artistic Programming

- Position FAEH as a premier cultural destination through year-round, high-quality programming.
- Balance national/international performances with strong support for local and regional artists.
- Foster innovation by commissioning new works and creating a fund for experimental programming.
- Expand inclusive offerings: youth/family programs, Indigenous cultural partnerships, and arts-health initiatives.

2. Education & Community Outreach

- Deepen school partnerships with curriculum-aligned arts programs, field trips, and artist residencies.
- Create “entry-point” performances for first-time theatergoers and expand humanities-based programming.
- Increase accessibility via subsidized/free tickets and diverse scheduling.
- Launch *Connections*, a branded series of community events, and curate programming that reflects regional culture.

3. Economic Growth

- Leverage FAEH’s world-class facility to attract tourism, conferences, and events, boosting local commerce.
- Collaborate with businesses and organizations to enhance festivals and cultural engagement.
- Advocate for arts and tourism funding at all levels.
- Expand workforce development through partnerships with Peninsula College (media and arts administration programs, internships, apprenticeships).

4. Operational Excellence

- Achieve financial stability by eliminating debt, building reserves, and diversifying revenue streams.
- Implement multi-year budgeting and evaluation models for program effectiveness.
- Invest in staff development and refine operational policies for efficiency.
- Adopt preventive maintenance and sustainability practices to maximize resources and infrastructure longevity.

Impact:

This plan positions FAEH as a cultural and economic catalyst for the North Olympic Peninsula—expanding access to the arts, enriching education, and driving tourism and local business growth.

**FIELD ARTS EVENTS HALL
REVISED FY26 ORGANIZATIONAL BUDGET (Projected)**

		LTAC COUNTY
	FY26 BUDGET	REQUEST
A. EARNED INCOME		
1. TICKET REVENUE	\$ 625,000	
a. FACILITY FEE	\$ 50,000	
2. RENTALS		
a. CONFERENCE RENTAL	\$ 340,000	
b. THEATER RENTAL	\$ 95,000	
3. GALLERY INCOME (ARTWORK SALES)	\$ 35,000	
4. FEE FOR SERVICE/WORKSHOP	\$ -	
5. WATERFRONT COFFEE BAR	\$ 185,000	
6. FOOD & BEVERAGE		
a. RENTALS (F&B)	\$ 150,000	
b. PERFORMANCE	\$ 160,000	
7. MERCHANDISE	\$ 20,500	
8. GEAR RENTAL & VIDEO PROGRAMS	\$ 3,000	
9. MISCELLANEOUS INCOME	\$ 8,000	
TOTAL EARNED INCOME	\$ 1,671,500	\$ -
B. CONTRIBUTED INCOME		
1. FOUNDATION GRANTS	\$ 122,000	
2. GOVERNMENT GRANTS	\$ 600,000	\$ 355,000
3. CORPORATE GRANTS	\$ 25,000	
4. INDIVIDUALS	\$ 245,000	
5. MAJOR GIFTS—FIELD (2024)	\$ 150,000	
6. CAPITAL CAMPAIGN ALLOCATION	\$ 500,000	
7. BENEFIT/SPECIAL EVENTS	\$ 250,000	
8. MEMBERSHIP	\$ 210,000	
9. SPONSORSHIP	\$ 75,000	
10. ENDOWMENT EARNINGS	\$ 170,000	
TOTAL UNEARNED INCOME	\$ 2,347,000	\$ 355,000
TOTAL INCOME	\$ 4,018,500	\$ 355,000
%		



Sf

JAN 12 2026

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: 1-12-26

REGULAR AGENDA Meeting Date: 1-20-26

Required originals approved and attached?
Will be provided on:

Item Summary:*

- Call for Hearing
 - Resolution
 - Draft Ordinance
 - Contract/Agreement/MOU**
 - Proclamation
 - Final Ordinance
 - Contract # 19925.26.005
 - Budget Item
 - Other
- Documents exempt from public disclosure attached:

Executive summary:

Personal Services Agreement with Hurricane Ridge Winter Sports Education Foundation in the amount of \$60,000 for 2026 Hotel/Motel Tax Funds.

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?**
\$60,000

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners – Randy Johnson

Relevant Departments: Board of Commissioners

* 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)

Hurricane Ridge Winter Sports 1-20-26
Revised: 3-04-2019

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

PERSONAL SERVICES AGREEMENT



Contract Number: 19925.26.005

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

Name: Hurricane Ridge Winter Sports Education Foundation
Address: PO Box 3049
Port Angeles, WA 98362
Phone No: 848-678-7669

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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 first day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 6th day of January 20₂₆

CLALLAM COUNTY ADMINISTRATOR

Hurricane Ridge Winter Sports Club

Name:

Jerome Roger Oakes

Mike French, Board of Commissioner, Chair

Date:

1/6/ 20₂₆

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for the Hurricane Ridge Winter Sports Education Foundation (HRWSEF) operation of tourism-related facility.

HRWSEF requests funding to assist with support in operation of winter tourism producing non-profit organization in unincorporated Clallam County. Funds will be used to offset payroll expenses, fuel, and liability insurance costs.

See ATTACHEMENT E for full application scope of work.

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$60,000 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) One payment in the amount of \$60,000 to be paid when the contract is fully executed.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position	Hourly Rate
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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 which 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, onsite inspection by County agents or employees, inspection of all records or other materials which 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. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such Injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 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 bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (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 fifteen (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 ten (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 thirty (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: Clallam County
 Title: Board of Commissioners Office and Finance Departments
 Address: 223 East 4th Street, Port Angeles, WA 98362
 Telephone: 360-417-2256 and 360-417-2382
 E-mail: loni.gores@clallamcountywa.gov and Eleanor.Hill@clallamcountywa.gov

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of Inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

Reports shall include any problems, delays or adverse conditions 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:

COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence

ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period

Endorsement (two year tail).	\$	per occurrence
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WORKERS COMPENSATION: Statutory amount

AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
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Property occurrence	damage	liability	\$	per
------------------------	--------	-----------	----	-----

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

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

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

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

- 3. Liquidated Damages. 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):.

ATTACHMENT E

RECEIVED
CLALLAM CO. COMMISSIONERS

October 5, 2025

OCT 06 2025
10:30 am
LW

Please accept this application from the Hurricane Ridge Winter Sports Education Foundation (HRWSEF) for the 2026 Clallam County Lodging Tax Fund.

The HRWSEF respectfully requests consideration for funding in the amount of **\$120,000** to support operation of our winter tourism producing non-profit organization in unincorporated Clallam County. We are a volunteer led organization with a working board of directors.

We plan to use the County funds to offset our payroll expenses, fuel costs and liability insurance costs. We have budgeted \$152,000 for payroll, \$11,000 for fuel and \$35,000 for liability insurance in 2026.

The 2024-2025 winter season was a huge success with 39 operating days that saw 4695 skier/snowboarder/tuber visits and 346 shuttle passengers for a total of 5,041 visitors.

HRWSEF hopes to again fund the winter shuttle for 2026 with a City of PA LTAC grant.

We expect continued financial challenges for the winter season after the destruction of the Hurricane Ridge day lodge and loss of the equipment rental facilities that add to our ticket sales and especially to our ski and snowboard lesson revenue.

The ONP also charged us \$4,973 in 2024/2025 for Commercial Use Authorization permitting which is 3% of our on hill operating budget. This is a new annual charge from ONP.

New for 2026 we plan to hire an executive director to lead our organization and assist with increasing bureaucracy with ONP permitting etc. While we are excited to advance our operation this will significantly increase our payroll expense.

Despite these challenges we are encouraged by the early winter forecast and look forward to attracting many more out of town tourists to Clallam County this winter!

The HRWSEF appreciated the Clallam County Lodging Tax funding for 2025 and we look forward to continuing to promote tourism during the important winter season in unincorporated Clallam County.

Thanks to the committee and staff for your time in reviewing this application. We appreciate all efforts to improve the quality of life in Clallam County. Please let me know if you have any follow up questions.

Sincerely,



Jerry

Jerome R. Oakes, Board of Directors- Secretary, HRWSEF

jromdwa@gmail.com

360-477-6077

**CLALLAM COUNTY
LODGING TAX FUNDING
APPLICATION 2025**

GUIDELINES

Clallam County lodging tax paid by visitors is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities within the unincorporated areas of Clallam County.

This application is for applicable large-scale events, projects or infrastructure improvements only. Minimum grant is \$5,000. Marketing requests should be directed to the Olympic Peninsula Visitor Bureau (OPVB) Tourism Enhancement Grant program.

I AMOUNT of Lodging Tax Requested: \$ 120,000

II Agency/Organization Name: Hurricane Ridge Winter Sports Education Foundation

Organization is Government Entity 501(c)3 501(c)6 Other

Federal Tax ID No. **91-1615194** UBI Number _____ III

Project/Activity/Event: Operation: Hurricane Ridge Ski/Snowboard/Tubing Area with Shuttle

IV Representative Contact Information:

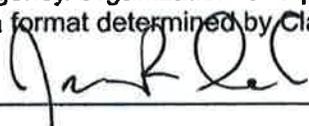
Name Title: Jerome Oakes, MD, HRWSEF Secretary, Board of Directors
Mailing Address: PO Box 3049, WA 98362
Phone (s): 848-678-7669, 360-477-6077 (Oakes Cell)

V Service Categories, check all applicable:

- _____ Tourism Promotion/Marketing (individual marketing request, contact OPVB)
_____ Operation of a Special Event/Festival designed to attract tourists
 Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization
_____ Operation and/or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding. I understand and affirm that:
- If awarded, my organization intends to enter into a contract with Clallam County and meet all specified requirements of that contract.
- My Agency/Organization is required to submit a report documenting economic impact results in a format determined by Clallam County.

Signature  Date: 10/5/25

_____ Jerome Oakes, MD _____

LODGING TAX APPLICATION – REQUIRED SUPPLEMENTAL QUESTIONS

1. How will the project/program help increase the number of people traveling to Clallam County for business or pleasure on a trip?

The Hurricane Ridge Winter Sports Education Foundation (HRWSEF) is a 501c3 non-profit volunteer led organization that promotes winter recreation and education at Hurricane Ridge for over 65 years. HRWSEF maintains and operates the ski, snowboard, and tubing area in unincorporated Clallam County under a commercial use permit with Olympic National Park (ONP).

The HRWSEF operates weekends and holidays December through March attracting tourists to unincorporated Clallam County during the all important winter season

2. How will the project/program help increase paid overnight accommodation in Clallam County?

Small ski, snowboard and tubing areas continue to increase in popularity as larger areas become more and more expensive and crowded. Our gem of an alpine winter recreation area has seen increasing numbers of visitors from outside the area in recent years especially our ski/snowboard school and winter shuttle.

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

HRWSEF funds (through a grant) and administers the operation of the **Winter Shuttle to Hurricane Ridge (HR)** on Sat, Sun, and holiday Mondays during the winter season.

In partnership with Olympic Hiking Company and Puget Sound Excursions the shuttle provides consistent, reliable and safe transportation to the HR during the winter on the weekends. The shuttle allows out of town tourists to easily book transportation to HR that bypasses the entrance station line and eliminates the need to have a vehicle with tire chains capable of winter travel to HR.

The shuttle operated 16 days in 2025 with an average ridership of 22 (capacity capped at 26). **We have good data that the shuttle attracts out of town visitors with 58% of the 346 riders in 2025 staying overnight. Based on a representative sample, 84% of riders travelled from outside Clallam County.** The ticket price is set at \$25.

4. How will the project/program encourage visitors to come from another country or state?

HRWSEF partners with **Indy Pass** for national and international advertising. Indy Pass, a rapidly expanding multi-resort season pass, provides pass purchasers with two complimentary lift tickets to participating resorts. When the company was founded in 2019 there were only 34 participating resorts nationwide including Hurricane Ridge. Currently there are more than 270+ resorts on 4 continents!

In addition to the Indy Pass marketing the HRWSEF secured another grant from **OPVB in 2025** to redesign our website.

As above, HRWSEF also partnered with Olympic Hiking Co. and now Puget Sound Excursions to operate a Saturday and Sunday **Winter Shuttle to Hurricane Ridge** for the 2025 Winter season. Based on a representative sample, 84% of riders travelled from outside Clallam County.

5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

Our ski/snowboard/tubing area operates in unincorporated Clallam County on weekends and holidays from December through March when the County most needs to attract off season overnight tourists. **For the 2024/2025 season we operated 39 out of 43 proposed dates totalling 4695 skier/boarder/tuber visits and 346 shuttle passengers. Total visitors 5,041.**

6. 2065 Tourism-Impact Estimate

There were a total of 4695 skier/snowboard/tubing visits for the 2024-2025 season with approximately 40% of those travelling more than 50 miles, 7% from out of state and 5.5% with overnight lodging based on a survey of 3,173 participants.

Based on the survey of the 436 2025 shuttle riders, 84% of riders were from outside of Clallam County. Of the total riders 47% completed the survey and 58% of those reported staying overnight in a hotel or other paid lodging.

(See Fig #1 for visitor survey data collected by our mountain hosts staged outside the on hill ticket trailer.)

State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area, so do your best!

As a direct result of your proposed tourism related service, please provide:	2026 Estimate	2025 Actual	Methodology
a. Overall attendance at your event/activity/facility	5200	5041	survey/estimates/shuttle records
b. Number of people who travel more than 50 miles for your event/activity/facility	2000	2027	40% of visits per surveys
c. Of the people who travel more than 50 miles, the number of people who travel from another country or state.	350	329	10% of out of area visitors estimated
d. Of the people who travel more than 50 miles, the number of people who stay overnight in the unincorporated Clallam County area.	500	459	Shuttle survey and on hill survey
e. Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed breakfast, RV park, in the unincorporated Clallam County area.	300	258+	5.5% of riders stayed in hotel 2024
f. Number of paid lodging room nights resulting from your event/activity/facility.	500	258+	Survey and estimates

7. Is there a host hotel for your event? If yes, please identify.

No

8. Describe the prior success of your event/activity/facility in attracting tourists.

HRWSEF has consistently operated during the winter season for over 65 years at Hurricane ridge. As larger alpine areas become increasingly crowded HRWSEF has seen visitation from outside the area increase dramatically. We consistently attract around 5000 visitors annually with our max visitation being 5500. Now we can add shuttle ridership to our numbers and a large majority of shuttle riders are from outside the area and pay for lodging.

9. Describe your target tourist audience (location, demographics, etc.)

- Winter sports enthusiasts and families from Vancouver Island, the Kitsap Peninsula, the I-5 corridor and beyond
- We cater services to children and families providing a ski and snowboard school along with the only tubing for ages greater than 8 years at Hurricane Ridge
- **We provide free lift tickets for all 4th and 5th graders and 30 free lessons through our Education Foundation as well as need based scholarships**

10. Describe how you will promote your event/activity/facility to attract tourists.

- Broad social media presence on Instagram/Facebook
- Our redesigned website is often mistaken for the ONP website during the winter
- Indy Pass participation that includes national and international advertising. **In 2021/2022 Hurricane Ridge specifically had 12,191 views on the Indy pass website.**
- Distribution of brochure funded by OPVB grant and distributed to Coho Ferry, WSF Edmonds/Kingson and Seattle/Bainbridge, as well as across Olympic/Kitsap Peninsulas
- Advertising on our two ski vans wrapped with local advertising

11. Describe how the event/activity/facility will help promote lodging establishments, restaurants, and businesses located in the unincorporated area of Clallam County.

HRWSEF receives support and provides reciprocal promotion for many local tourism and non-tourism related businesses and establishments on our heavily visited website, social media platforms, prominent ski/snowboard van advertising and our very popular Winterfest fundraiser. We continue to look for additional ways to promote unincorporated Clallam County through our advertising outreach especially on our website, social media and via Indy Pass.

Winter tourism in unincorporated Clallam County is burgeoning with the return of the Winter Ice Village, activities at the Fine Art Center and the Field Hall and Events Center. Weekend daytime activities at ONP and Hurricane Ridge are greatly enhanced by the tubing, skiing and snowboarding activities offered by HRWSEF. With a reliable shuttle service Clallam County really is a winter recreation destination.

12. Are you applying for Lodging Tax funds from another community (yes or no)? If yes, indicate below where applying and for how much.

Yes, HRWSEF plans to apply to the City of Port Angeles LTAC Grant to fund the HR Winter Shuttle. The total grant funds go to the costs of shuttle operation and HRWSEF does not benefit from the City LTAC funds directly. We received a bid for 2026 shuttle operation of \$165/hour with 32 planned 8 hour days for a total of \$38,610 plus admin fee. We plan to request that amount for the shuttle.

**13. What is the overall budget for your event/activity/facility? \$ 317,381
What percent of the budget are you requesting from Clallam County Lodging Tax Fund? 38% %**

14. Please describe your plans for securing the remainder of the funds necessary to complete your event/activity/facility.

Additional revenue for our organization comes from lift tickets, ski/snowboard lessons, gear swap proceeds and van advertising. We also rely heavily on fundraising locally with November's Winterfest as our biggest fundraiser. See you at the Gear Swap on November 8th and Winterfest on November 22nd!

Fig #1

COUNT	DATE	STATUS	COMMENTS	POMA STATUS	SKIER VISITS	GROSS SALES	OTHER	LOCAL	50+	OUT OF STATE	# NIGHTS	PAID/WOT PAID
1	12/19/2024	CLOSED	Blower out		62	\$ 7,219.40		53	6			
2	12/19/2024	CLOSED	Blower out									
3	12/15/2024	OPEN	Not enough snow for tubing.		118	\$ 5,518.95	Blower broke. N side of hot cars parked parallel.	72	13	3		
4	12/21/2024	CLOSED	Rainy & windy		82	\$ 1,867.56	No new sales after 1:30 pm due to windy conditions	21	11			
5	12/22/2024	OPEN	Snow. Gusts to 35 MPH.		41	\$ 2,822.95		39	21			
6	12/26/2024	OPEN	Snowy. Minimal visibility.		70	\$ 2,811.68		41	19			
7	12/27/2024	OPEN	Snowy. Minimal visibility.		148	\$ 4,610.40		79	88			
8	12/28/2024	OPEN	Snowy. Minimal visibility.		182	\$ 6,889.29		79	88			
9	12/29/2024	CLOSED			193	\$ 5,339.76		95	74			
10	1/1/2025	OPEN			111	\$ 3,510.60		95	74			
11	1/2/2024	OPEN			61	\$ 2,356.36		22	36			
12	1/3/2024	CLOSED			61	\$ 3,597.85	No new snow.	39	36			
13	1/4/2024	OPEN	First day of ski school		143	\$ 8,344.75	No new snow.	70	52			
14	1/5/2024	OPEN			114	\$ 6,815.35	No new snow.					
15	1/11/2025	OPEN	Blue sky		215	\$ 3,767.33	No new snow.	83	75			
16	1/12/2025	OPEN	Low light. Gray/blue sky		182	\$ 5,867.47	No new snow.	81	48			
17	1/18/2025	OPEN	Boiler plate/Bluebird		104	\$ 3,816.83	No new snow.	85	65	9	2	
18	1/19/2025	OPEN	Boiler plate/Bluebird		184	\$ 5,028.52	Poma opened at 10:30 am. Bumpy down for a bit.	72	59	5	5	
19	1/20/2025	OPEN	Milk Day Boiler plate/Bluebird		117	\$ 2,329.15	Roman & Arno accidents	73	37	2	1	
20	1/25/2025	CLOSED	Sewer pipe issue									
21	1/26/2025	CLOSED	Sewer pipe issue									
22	2/1/2025	OPEN	Sewer pipe issue. Late opening		108	\$ 1,479.89	12:30 Road closed to uphill traffic. Multiple accidents	53	22			
23	2/2/2025	OPEN	Snowed during the week		199	\$ 4,101.36	2 vehicles over bank. Ice at mile 3. 4 1/2 hours to get home.	90	40			
24	2/8/2025	OPEN			160	\$ 6,195.12		90	40			
25	2/9/2025	OPEN			116	\$ 2,898.71		80	20	10		
26	2/15/2025	OPEN			179	\$ 3,284.78	Room down. Road temporarily closed then reopened.	51	37	2		
27	2/16/2025	OPEN	JamesTown Youth Day		215	\$ 4,539.51		33	10			
28	2/17/2025	OPEN	President Day		145	\$ 3,748.99	Overcast with light snow.	37	32	4	19	
29	2/22/2025	OPEN			74	\$ 1,353.62	36 degrees and raining. Winds. Closed early.	21	33	2		
30	2/23/2025	OPEN			70	\$ 1,152.34		30	9			
31	2/28/2025	OPEN	LB. Cancelled									
32	3/1/2025	OPEN	Bluebird day		163	\$ 2,942.93	Traffic park open	68	58	19		
33	3/2/2025	OPEN			99	\$ 2,230.02		38	39	3		
34	3/8/2025	OPEN			112	\$ 1,299.31		39	57	35	3	
35	3/5/2025	OPEN	Early closure due to weather		72	\$ 972.89		11	18	5		
36	3/16/2025	OPEN	Early closure due to weather		125	\$ 1,995.51		23	3	1		
37	3/17/2025	OPEN			191	\$ 4,226.82		63	46	12		
38	3/21/2025	OPEN	Kevin Day		14	\$ 680.51		26	1			
39	3/22/2025	OPEN	Bluebird day with new snow		274	\$ 6,202.17		68	60	10		
40	3/22/2025	CLOSED	High avalanche danger									
41	3/23/2025	OPEN	High avalanche danger									
42	3/29/2025	OPEN	High overcast. Heavy snow.		111	\$ 2,218.74		46	30	8		
43	3/30/2025	OPEN			85	\$ 1,641.73		37	8	2		

Actual Operating Days 43
 Skier Visits 4695
 Total Revenue \$135,763.20
 Poma Open Average Revenue
 Poma Closed Average Revenue

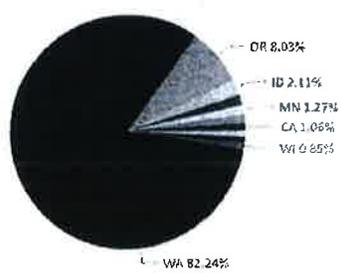
LOCAL	50+	OUT OF STATE	# NIGHTS	PAID/WOT PAID
1902	1271	218	39	178



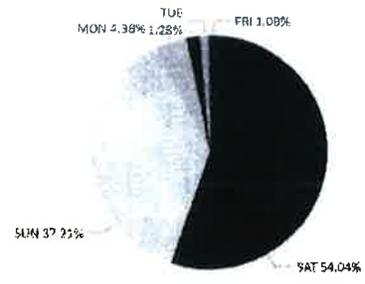
2024 - 2025 End of Season Report

TOTAL PAYOUT		\$1,566	N/A ▲	\$1,588	130.7% ▲	\$3,154	358.3% ▲		
PAYMENT/VISIT	MID-SEASON OPEN TO 12/31/2024			END OF SEASON 2/1/2025 TO CLOSE			FULL SEASON		
	23/20	24/25	VARIANCE	23/24	24/25	VARIANCE	23/24	24/25	VARIANCE
	ADULT BASE	\$0.00	\$32.63	N/A	\$24.54	\$23.35	-4.82%	\$24.54	\$27.19	10.83%
KIDS BASE	\$0.00	\$0.00	N/A	\$12.94	\$0.00	N/A	\$12.94	\$0.00	N/A
ADULT BLACKOUT	\$0.00	\$0.00	N/A	\$0.00	\$0.00	N/A	\$0.00	\$0.00	N/A
KIDS BLACKOUT	\$0.00	\$0.00	N/A	\$0.00	\$0.00	N/A	\$0.00	\$0.00	N/A
ALL		\$31.33	N/A	\$23.74	\$22.06	-7.08%	\$23.74	\$25.86	8.93%
DISCOUNT 3RD DAY	\$0		N/A	\$0	\$0	N/A	\$0		N/A
ADULT BASE	0	48	N/A	27	68	151.85%	27	116	528.63%
KIDS BASE	0	2	N/A	2	4	100.00%	2	6	200.00%
ADULT BLACKOUT	0	0	N/A	0	0	N/A	0	0	N/A
KIDS BLACKOUT	0	0	N/A	0	0	N/A	0	0	N/A
ALL	0	80	N/A	29	72	148.28%	29	122	320.69%
DISCOUNT 3RD DAY	0	0	N/A	0	0	N/A	0	0	N/A

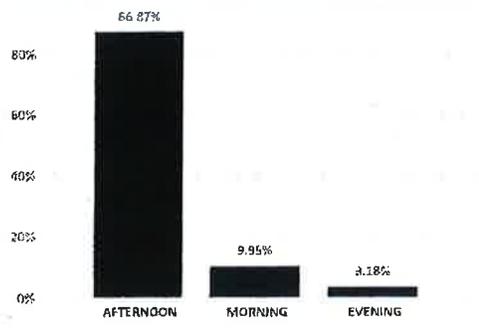
TOP 10 GUEST SOURCES



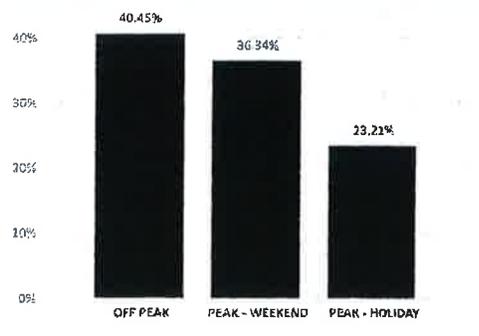
REDEMPTIONS BY DAY OF WEEK



REDEMPTIONS BY TIME PERIOD



REDEMPTIONS - PEAK VS OFF-PEAK



ACQUASINZ

	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	TOTAL Jul '25 - Jun '26
Ordinary Income/Expense													
Income													
Donation							8,130.00	105.00	0.00	0.00	0.00	0.00	8,235.00
Direct Public Support													
Royalties from RogarOakes'Book	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.84	0.00	0.00	0.00	84.84
Total Direct Public Support	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.84	0.00	0.00	0.00	84.84
Discount	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fundraising Events													
Van Wrap Income	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00
Beer Fest	325.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	325.00
Dungeness Crab & Seafood Fest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Cash Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Movie	0.00	0.00	0.00	0.00	3,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,900.00
Winterfest													
Winterfest Misc. Income	0.00	2,600.00	0.00	5,190.00	66,921.00	6,247.00	4,364.00	0.00	0.00	0.00	0.00	0.00	85,322.00
Winterfest - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Winterfest	0.00	2,600.00	0.00	5,190.00	66,921.00	6,247.00	4,364.00	0.00	0.00	0.00	0.00	0.00	85,322.00
Total Fundraising Events	325.00	12,600.00	0.00	5,190.00	70,821.00	6,247.00	4,364.00	0.00	0.00	0.00	0.00	0.00	99,547.00
Grants													
City of PA Lodging Tax Grant							0.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00
Clallam County Lodging TaxGrant	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120,000.00	0.00	0.00	0.00	165,000.00
Total Grants	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	120,000.00	0.00	0.00	0.00	195,000.00
Indy Pass Holders Pay Outs							0.00	0.00	1,566.39	0.00	0.00	2,000.00	3,566.39
LIFT TICKETS													
All Lifts Ticket	0.00	0.00	0.00	0.00	0.00		10,256.15	14,922.97	1,694.32	0.00	0.00	0.00	26,873.44
BUNNY TICKETS	0.00	0.00	0.00	0.00	0.00	536.25	2,899.85	1,285.35	943.00	0.00	0.00	0.00	5,564.45
INTERMEDIATE FULL DAY	0.00	0.00	0.00	0.00	0.00	17,077.42	9,000.52	7,071.47	3,795.57	0.00	0.00	0.00	36,944.98
INTERMEDIATE HALF DAY	0.00	0.00	0.00	0.00	0.00	830.25	1,057.80	637.55	263.42	0.00	0.00	0.00	2,789.02
POMA HALF DAY							907.12	618.07	785.15	0.00	0.00	0.00	2,310.34
Tube punch card 10 Rides	0.00	0.00	0.00	0.00	0.00	3,227.72	6,478.00	2,792.10	814.87	0.00	0.00	0.00	13,312.69
Upgrade							263.80	115.82	66.06	0.00	0.00	0.00	445.68
Total LIFT TICKETS	0.00	0.00	0.00	0.00	0.00	21,771.64	30,663.04	27,443.33	8,362.39	0.00	0.00	0.00	88,240.40
Passes													
Mervin Individual Season Pass	0.00	0.00	0.00	0.00	565.80	848.70	0.00	282.90	0.00	0.00	0.00	0.00	1,697.40
Total Passes	0.00	0.00	0.00	0.00	565.80	848.70	0.00	282.90	0.00	0.00	0.00	0.00	1,697.40
Private Mountain Rental							0.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00
SEASON PASS													
BM FAMILY PASS	0.00	0.00	0.00	0.00	299.00	598.00	299.00	0.00	0.00	0.00	0.00	0.00	1,196.00
BM INDIVIDUAL PASS	0.00	0.00	0.00	0.00	0.00	575.00	115.00	0.00	0.00	0.00	0.00	0.00	690.00
FAMILY SEASON PASS	0.00	0.00	659.07	0.00	3,957.52	7,257.09	8,290.20	0.00	4,617.62	0.00	0.00	0.00	24,781.41
FAMILY SEASON PASS Add'l Member	0.00	0.00	0.00	0.00	0.00	85.60	269.57	51.25	64.00	0.00	0.00	0.00	450.42
INDIVIDUAL SEASON PASS	0.00	0.00	685.97	0.00	2,785.95	6,258.65	2,437.45	0.00	0.00	1,044.47	0.00	0.00	13,222.49
MERVIN FAMILY PASS	0.00	0.00	0.00	0.00	0.00	566.30	0.00	0.00	0.00	0.00	0.00	0.00	566.30
SKI PATROL FAMILY PASS	0.00	0.00	0.00	94.30	188.60	282.90	94.30	0.00	0.00	0.00	0.00	0.00	660.10
SEASON PASS - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total SEASON PASS	0.00	0.00	1,355.04	94.30	7,231.07	15,603.45	11,505.52	51.25	4,681.62	1,044.47	0.00	0.00	41,566.72
SKI SCHOOL													
Avalanche class adult							3,038.00	0.00	0.00	0.00	0.00	0.00	3,038.00
Group Lessons													



	TOTAL												
	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul '25 - Jun '26
SB/SKI LESSONS - 3 Week	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	3,500.00	3,000.00	0.00	0.00	0.00	10,000.00
TODDLER LESSONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Group Lessons	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	3,500.00	3,000.00	0.00	0.00	0.00	10,000.00
PRIVATE LESSONS													
1 Person private lesson	0.00	0.00	0.00	0.00	285.00	182.00	1,238.00	820.00	273.00	0.00	0.00	0.00	2,798.00
2 People Private Lesson	0.00	0.00	0.00	0.00	0.00	494.00	642.00	534.00	164.00	0.00	0.00	0.00	1,854.00
3 People Private Lesson	0.00	0.00	0.00	0.00	0.00	0.00	216.00	0.00	0.00	0.00	0.00	0.00	216.00
Private Lesson Additional Hour	0.00	0.00	0.00	0.00	0.00	0.00	73.05	0.00	0.00	0.00	0.00	0.00	73.05
Total PRIVATE LESSONS	0.00	0.00	0.00	0.00	285.00	676.00	2,169.05	1,354.00	437.00	0.00	0.00	0.00	4,921.05
Total SKI SCHOOL	0.00	0.00	0.00	0.00	285.00	676.00	8,707.05	4,854.00	3,437.00	0.00	0.00	0.00	17,959.05
SKI TEAM													
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SKI SWAP	0.00	0.00	0.00	0.00	13,611.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,611.00
TENT RENTAL	0.00	751.00	1,000.00	1,550.00	0.00	950.00	0.00	0.00	0.00	500.00	0.00	0.00	4,751.00
TENT RENTAL - FENCING	0.00	0.00	301.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	301.00
TENT RENTAL - SIDES	0.00	0.00	0.00	365.00	0.00	460.00	0.00	0.00	0.00	140.00	0.00	0.00	965.00
Total SKI TEAM	0.00	751.00	1,301.00	1,915.00	13,611.00	1,410.00	0.00	0.00	0.00	640.00	0.00	0.00	19,628.00
Total Income	45,325.00	13,351.00	2,656.04	7,189.30	92,513.87	46,558.79	63,369.61	62,736.48	144,132.24	1,684.47	0.00	2,000.00	481,524.80
Gross Profit	45,325.00	13,351.00	2,656.04	7,189.30	92,513.87	46,556.79	63,369.61	62,736.48	144,132.24	1,684.47	0.00	2,000.00	481,524.80
Expense													
Appreciation Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bad Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bank Service Charges													
Merchant Service Fees	5.00	97.00	145.00	3.20	696.00	1,116.00	1,434.00	815.00	821.00	33.00	0.00	0.00	5,165.20
Total Bank Service Charges	5.00	97.00	145.00	3.20	696.00	1,116.00	1,434.00	815.00	821.00	33.00	0.00	0.00	5,165.20
Business Expenses													
Business Registration Fees	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00
Total Business Expenses	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00
Casual Labor													
Customer Transportation	0.00	0.00	0.00	0.00	0.00	7,130.00	0.00	15,190.00	0.00	6,510.00	0.00	0.00	28,830.00
Depreciation Expense													
Dues and Subscriptions	165.00	0.00	0.00	0.00	29.99	194.00	30.00	30.00	300.00	30.00	0.00	0.00	778.99
Education/Seminar/Registrations													
Equipment Repairs/Maintenance	17.00	0.00	0.00	6.00	113.00	350.00	794.00	11,892.00	0.00	761.00	0.00	0.00	13,933.00
Fuel	0.00	58.00	0.00	0.00	0.00	676.00	5,111.00	2,632.00	2,925.00	1,936.00	109.87	0.00	11,429.87
Fund Raising Expenses													
Misc. Fundraising Expenses	156.00	0.00	0.00	2,762.00	0.00	0.00							2,928.00
Movie Fundraiser	0.00	0.00	0.00	950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	950.00
Winterfest													
Merchant Service Fees	0.00	0.00	0.00	0.00	132.00	2,015.00	148.00	2.32	0.00	0.00	0.00	0.00	2,297.32
Food/Beverage	0.00	0.00	0.00	1,303.00	1,109.00	12,672.00	0.00	350.00	0.00	0.00	0.00	0.00	15,434.00
Silent & Live Auction	0.00	0.00	189.00	366.00	0.00	4,065.00							4,620.00
Facilities & Operations	0.00	0.00	0.00	700.00	274.00	684.00	1,150.00	0.00	50.00	50.00	0.00	0.00	2,908.00
Media/Print	0.00	0.00	49.00	0.00	0.00	3,155.00							3,204.00
Donations to Organizations	0.00	0.00	0.00	0.00	0.00	420.00							420.00
Unassigned Expenses	0.00	0.00	0.00	0.00	440.00	0.00							440.00
Winterfest - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Winterfest	0.00	0.00	238.00	2,369.00	1,955.00	23,011.00	1,298.00	352.32	50.00	50.00	0.00	0.00	29,323.32
Total Fund Raising Expenses	156.00	0.00	238.00	6,081.00	1,955.00	23,011.00	1,298.00	352.32	50.00	50.00	0.00	0.00	33,201.32



	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	TOTAL Jul '25 - Jun '26
Insurance													
Environmental Insurance	0.00	0.00	0.00	0.00	0.00	2,219.00							2,219.00
Broker Fee	0.00	0.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00
Director's & Officer's Ins.	0.00	0.00	0.00	0.00	0.00	1,283.00	0.00	0.00	0.00	0.00	0.00	0.00	1,283.00
Liability Insurance							0.00	0.00	31,810.00	0.00	0.00	0.00	31,810.00
Total Insurance	0.00	0.00	0.00	0.00	0.00	3,752.00	0.00	0.00	31,810.00	0.00	0.00	0.00	35,562.00
Interest Expense													
Finance Charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Other							0.00	5.00	0.00	0.00	0.00	0.00	5.00
Total Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	5.00
Licenses and Permits	0.00	60.00	0.00	118.00	118.00	600.00	0.00	180.00	0.00	0.00	0.00	0.00	1,076.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	50.00
Mountain Operations													
Ski Patrol	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
Mountain Operations - Other	0.00	1,272.00	0.00	910.00	254.00	153.00	2,205.00	136.00	0.00	0.00	0.00	0.00	4,930.00
Total Mountain Operations	0.00	1,272.00	0.00	910.00	254.00	153.00	2,205.00	1,136.00	0.00	0.00	0.00	0.00	5,930.00
Office Supplies & Postage	0.00	0.00	0.00	0.00	0.00	0.00	28.20	52.00	29.00	29.00	0.00	0.00	136.20
Operations													
Postage, Mailing Service	0.00	0.00	354.00	0.00	29.00	0.00	73.00	172.00	0.00	0.00	0.00	0.00	638.00
Printing and Copying							76.00	0.00	0.00	0.00	0.00	0.00	76.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00	90.00	0.00	0.00	0.00	0.00	0.00	90.00
Total Operations	0.00	0.00	354.00	0.00	29.00	0.00	239.00	172.00	0.00	0.00	0.00	0.00	804.00
Payroll Expenses	1,222.73	364.00	1,659.00	1,709.00	3,512.00	8,342.00	58,221.00	37,616.00	28,931.00	10,254.00	0.00	0.00	152,030.73
Penalty	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional Fees													
Accounting	0.00	0.00	0.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00
Total Professional Fees	0.00	0.00	0.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00
Program Expense							0.00	412.00	0.00	0.00	0.00	0.00	412.00
Sales Tax Expense													
B & O	0.00	0.00	0.00	0.00	0.00	162.51	0.00	0.00	489.00	0.00	0.00	0.00	651.51
Sales Tax Expense - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Sales Tax Expense	0.00	0.00	0.00	0.00	0.00	162.51	0.00	0.00	489.00	0.00	0.00	0.00	651.51
Ski School Expense													
Ski School Clinics							1,723.00	0.00	184.00	448.00	0.00	0.00	2,355.00
Total Ski School Expense							1,723.00	0.00	184.00	448.00	0.00	0.00	2,355.00
SKI TEAM EXPENSES													
All Run Fundraisers							524.00	4,429.00	0.00	0.00	0.00	0.00	4,953.00
SKI SWAP	437.00	0.00	437.00	0.00	11,757.00	500.00	0.00	550.00	0.00	0.00	0.00	0.00	13,681.00
SKI TEAM MISCELLANEOUS	0.00	0.00	0.00	415.00	0.00	0.00	0.00	0.00	274.00	0.00	0.00	0.00	689.00
Total SKI TEAM EXPENSES	437.00	0.00	437.00	415.00	11,757.00	500.00	524.00	4,979.00	274.00	0.00	0.00	0.00	19,323.00
Supplies													
MOC Supplies	0.00	40.00	0.00	0.00	44.00	774.00	370.00	6.00	54.00	58.00	0.00	0.00	1,346.00
Total Supplies	0.00	40.00	0.00	0.00	44.00	774.00	370.00	6.00	54.00	58.00	0.00	0.00	1,346.00
Telephone													
Internet	0.00	0.00	0.00	144.00	0.00	195.00	321.00	329.00	309.00	84.00	0.00	0.00	1,382.00
Telephone - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.00	0.00	0.00	0.00	0.00	131.00
Total Telephone	0.00	0.00	0.00	144.00	0.00	195.00	321.00	460.00	309.00	84.00	0.00	0.00	1,513.00
Trailer Storage fee	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Web Hosting	0.00	0.00	175.00	0.00	0.00	0.00							175.00

	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	TOTAL Jul 25 - Jun 26
Website Design	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00
Total Expense	<u>2,157.73</u>	<u>1,921.00</u>	<u>3,288.00</u>	<u>10,036.20</u>	<u>18,557.99</u>	<u>47,007.51</u>	<u>70,780.20</u>	<u>76,246.32</u>	<u>56,933.00</u>	<u>20,243.00</u>	<u>159.87</u>	<u>50.00</u>	<u>317,380.82</u>
Net Ordinary Income	43,167.27	11,430.00	-631.96	-2,836.80	73,955.88	-450.72	-7,410.59	-13,509.84	77,199.24	-18,558.53	-159.87	1,950.00	164,143.98
Other Income/Expense													
Other Income													
Ask My Accountant - Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Other Expense													
Ask My Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expense	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income	<u>43,167.27</u>	<u>11,430.00</u>	<u>-631.96</u>	<u>-2,836.80</u>	<u>73,955.88</u>	<u>-450.72</u>	<u>-7,410.59</u>	<u>-13,509.84</u>	<u>77,199.24</u>	<u>-18,558.53</u>	<u>-159.87</u>	<u>1,950.00</u>	<u>164,143.98</u>

BUSINESS INFORMATION

Business Name:

HURRICANE RIDGE WINTER SPORTS EDUCATION FOUNDATION

UBI Number:

601 494 559

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

4120 OLD MILL RD, PORT ANGELES, WA, 98362-1906, UNITED STATES

Principal Office Mailing Address:

4120 OLD MILL ROAD, PORT ANGELES, WA, 98362, UNITED STATES

Expiration Date:

09/30/2026

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

09/17/1993

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

CHARITABLE, MAINTENANCE AND OPERATIONS OF WINTER ACTIVITIES AT OLYMPIC NATIONAL PARK - HURRICANE RIDGE

Charitable Corporation:



Nonprofit EIN:

91-1615194

Most Recent Gross Revenue is less than \$500,000:



Has Members:



Public Benefit Designation:



Host Home:



REGISTERED AGENT INFORMATION

Registered Agent Name:

ROGER OAKES

Street Address:

4120 OLD MILL RD, PORT ANGELES, WA, 98362-1906, UNITED STATES

Mailing Address:

4120 OLD MILL RD, PORT ANGELES, WA, 98362-1906, UNITED STATES

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AGENDA ITEM SUMMARY JAN 12 2026
(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION **Meeting Date: 1-12-26**

REGULAR AGENDA **Meeting Date: 1-20-26**

Required originals approved and attached?
Will be provided on:

Item Summary:*

- Call for Hearing
 - Resolution
 - Draft Ordinance
 - Contract/Agreement/MOU**
 - Proclamation
 - Final Ordinance
 - Contract # 19925.26.005
 - Budget Item
 - Other
- Documents exempt from public disclosure attached:

Executive summary:

Personal Services Agreement with Peninsula Trails Coalition in the amount of \$64,000 for 2026 Hotel/Motel Tax Funds.

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?**
\$64,000

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners – Randy Johnson

Relevant Departments: Board of Commissioners

* 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)

Peninsula Trails 1-20-26
Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.26.020

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

Name: Peninsula Trails Coalition

Address: P.O. Box 1836

Phone N°: Port Angeles, WA 98362

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1st day of January 2026 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 2026

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

A handwritten signature in black ink, appearing to be "Peninsula Trails Coalition", written over a horizontal line.

Peninsula Trails Coalition

A handwritten signature in black ink, appearing to be "Mike French", written over a horizontal line.

Mike French

Date: January 7, 2026

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist the Peninsula Trails Coalition with operations and marketing for ODT enhancement marketing, and visitor service. See ATTACHMENT E for full request details.

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$64,000 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) One payment in the amount of \$64,000 to be paid when the contract is fully executed.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the following hourly rates:

<i>Name/Position</i>	<i>Hourly Rate</i>
-----------------------------	---------------------------

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 which 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 which 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. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 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 bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (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 fifteen (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 ten (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 thirty (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: Clallam County

Title: Board of Commissioners Office and Finance Departments

Address: 223 East 4th Street, Port Angeles, WA 98362

Telephone: 360-417-2256 and 360-417-2382

E-mail: Ioni.gores@clallamcountywa.gov and Eleanor.Hill@clallamcountywa.gov

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

Reports shall include any problems, delays or adverse conditions 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:

- COMPREHENSIVE GENERAL LIABILITY:

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail).

	\$	per occurrence
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- WORKERS COMPENSATION:

	Statutory amount
--	------------------
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

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

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

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

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

- 3. Liquidated Damages. 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):.

ATTACHMENT E



RECEIVED
CLALLAM CO. COMMISSIONERS

OCT 09 2025

**LODGING TAX FUNDING APPLICATION
2026**

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2400
LL

GUIDELINES

Clallam County lodging tax paid by visitors is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities within the unincorporated areas of Clallam County.

This application is for applicable large-scale events, projects or infrastructure improvements only. Minimum grant is \$5,000. Marketing requests should be directed to the Olympic Peninsula Visitor Bureau (OPVB) Tourism Enhancement Grant program.

I **AMOUNT of Lodging Tax Requested:** \$ \$64,000

II **Agency/Organization Name:** Peninsula Trails Coalition

Organization is Government Entity 501(c)3 501(c)6 Other
Federal Tax ID No. EIN # 91-1416511 UBI Number 602 071 631

III **Project/Activity/Event:** ODT Enhancement, Marketing, and Visitor Service

IV **Representative Contact Information:**

Name, Title Ann Livingston
Mailing Address PO Box 1836, Port Angeles, WA 98362
Phone(s) (720)-443-0777
Email ann@olympicdiscoverytrail.org

V **Service Categories, check all applicable:**

- Tourism Promotion/Marketing (individual marketing request, contact OPVB)
- Operation of a Special Event/Festival designed to attract tourists
- Operation of a Tourism-Related Facility owned or operated by Non-Profit Organization
- Operation and/or Capital Expenditure of a Tourism-Related Facility owned by a Municipality

CERTIFICATION

- I am the authorized agent of the Agency/Organization applying for Lodging Tax funding. I understand and affirm that:
- If awarded, my organization intends to enter into a contract with Clallam County and meet all specified requirements of that contract.
- My Agency/Organization is required to submit a report documenting economic impact results in a format determined by Clallam County.

Rich James

Signature

Date: 10/9/25

Rich James, Board President, Peninsula Trails Coalition

Print or Type Name

LODGING TAX APPLICATION – REQUIRED SUPPLEMENTAL QUESTIONS

(You may use this Supplemental Questions form or type the questions and answers on separate sheets)

1. How will the project/program help increase the number of people traveling to Clallam County for business or pleasure on a trip?

We respectfully request funding to advance marketing of the Olympic Discovery Trail (ODT), including the Olympic Adventure Trail (OAT) section, and enhance visitors' experience, which brings more people to Clallam County for many reasons.

This request includes funding for the fourth year of the Trail Ambassador Program; to print the West Central ODT map and the Olympic Adventure Trail maps; to purchase mobile eco-counters that can be moved to various locations to have a better sense of trail usage in areas without a permanent eco-counter or to replace permanent eco-counters that have reached the end of their lifespan; and to cover the cost of trail maintenance and enhancement including the cost of portable toilets (sanicans) throughout the County, food for trail work parties, steel picnic tables to replace the ones on the OAT nearing their lifespan, equipment to be used for maintenance of the Olympic Adventure Trail section of the ODT, signage in the Joyce gap (between Freshwater Bay Rd and Waterline Road, pending approval of WSDOT) and to graphically design two kiosks.

Trail Ambassador: In 2025, Trail Ambassadors at trailheads throughout the County greeted 3,953 users of the trail over 57 days between May and September.

Trail Ambassadors function as a mobile visitor center. Many visitors noted that their interaction with an Ambassador significantly enhanced their trail experience, and they were grateful for the program. A key and distinct aspect of our trail tourism promotion and marketing is assisting with trip planning, including sharing information on lodging, dining, and other local services.

A positive experience on the ODT includes personal connections with Trail Ambassadors, highly detailed recreation maps, and clean, informative information kiosks that enhance the visitor experience. Trail Ambassadors play a pivotal role on the Olympic Discovery Trail by creating a welcoming and safe trail experience, by aiding visitors with route planning and transit, and with locating amenities such as shopping, dining and lodging options. These positive experiences are shared via social media and word of mouth, attracting other visitors and repeat visits. Through this grant request, we are requesting funding to ensure this positive experience.

Maps: We will be fortifying our full range of maps with a printing of the West Central Olympic Discovery Trail map, and the Olympic Adventure Trail map. Despite the common belief that people have transitioned to digital tools for planning and navigating their recreation activities, the popularity of printed maps remains surprisingly enduring. In addition, the maps have QR code links to visitor resources including the visitor's bureau website, visitor's centers, city websites and Clallam transit links.

Eco-Counters: Additionally, we request funding to purchase eight mobile Eco-Counters that can be moved to various locations to have a better sense of trail usage in areas without a permanent eco-Counter. We also intend to use them as a more economical way to replace permanent eco-counters that have reached the end of their lifespan.

We monitor trail usage to better understand where amenities might be needed, and these portable eco-Counters will be invaluable in helping the PTC understand usage in areas where we have not had permanent eco-Counters. With this data, we might identify a need to have sanicans serviced more frequently or install picnic tables or benches.

Trail Maintenance and Enhancements and Volunteer Support:

Sanicans: We request funding to cover the cost of all sanicans in the County, which inherently contribute to a positive experience. There are currently 10, with one which will be added by the Peninsula Trails Coalition in the Morse Creek area. They are a critical tourism-related facility throughout the entire Olympic Discovery Trail system. This addresses environmental concerns, and is a public health and safety dimension of the experience, and a distinct need of the ODT, which inherently has remote segments.

Food for Thursday Trail Crew: The Peninsula Trails Coalition covers the cost of food and other refreshments for Thursday Trail Crew and additional work parties as needed.

Steel picnic tables: We are proposing a longer lasting upgrade of the wooden picnic tables on the OAT nearing their lifespan (MP 6.5, MP 11.5 (Bear Creek), and the one at MP 3.5 (the living room)) to longer lasting steel tables, as well as installation sundries like concrete anchors.

Maintenance Equipment: We also request funding to purchase a Stihl battery power head and batteries, as well as two rhino hand tools, all of which will be used by Trail Adopters of sections of the Olympic Adventure Trail, as well as on the Olympic Discovery Trail.

Signage in the Joyce Gap: Signage in the Joyce gap, between Freshwater Bay Rd and Waterline Road, pending approval of WSDOT. This is one of the gaps in the trail system where users are on the road alongside vehicles. Better signage enables a more user-friendly experience, showing users where to go, and for a safer ride, by reminding drivers they are sharing the road.

Kiosk Design: Graphic design for Gosset and the Adventure Trail kiosks. Funding is needed for the skills of a graphic designer and printing of the display before either project is complete. In 2024, we received funding from Clallam LTAC to repair or replace kiosks, but there was not sufficient funding for the design.

2. How will the project/program help increase paid overnight accommodation in Clallam County?

Every element of this grant request advances marketing of the Olympic Discovery Trail (ODT) and the Olympic Adventure Trail (OAT) and enhances visitors' experience, as explained in question #1, and thereby helps increase paid overnight accommodation in Clallam County. Our 2024 trail surveys show that 47% of trail users stay for 2-6 days. The most impactful way that we help increase paid overnight accommodations is through the Trail Ambassador program.

Trail Ambassadors function as a mobile visitor center. Ambassadors are equipped with ODT and OAT section maps, regional bicycling maps and with a wealth of information and resources including the Olympic Peninsula Travel Planner, Activity Maps, and Transit Brochures. An element of our engagement strategy to increase overnight use is for Ambassadors to suggest multiple day itineraries on the ODT in addition to the wide range of

other recreation opportunities available, from other biking zones, to hiking, kayaking and more.

Our maps are a key way in which the Ambassadors showcase these options not only for trips on the ODT and OAT, but all the other recreational opportunities throughout the County. In this way, the Ambassadors really help groups that include multiple ages or interests or abilities find ways to explore and recreate together, and importantly, extend day trips or make plans for multi-day vacations or return visits.

The trail stories and social media generated by the Ambassadors support this effort through reaching a wider audience on the PTC/ODT social media platforms. Social media engagement has played a pivotal role in our efforts to attract potential visitors and engage with repeat visitors.

3. How will the project/program encourage visitors to come from a distance greater than 50 miles, either for the day or for an overnight visit? If so, please describe how.

The Olympic Discovery Trail already attracts visitors from distances greater than 50 miles, and this funding request will further improve upon the marketing for the Trail as well as the visitor experience, encouraging repeat visits and word of mouth marketing. Trail counters at the busy trailheads at the Spruce Railroad Trail, Hollywood Beach and the Dungeness River Nature Center show daily average counts of 400-500 with total annual counts well over 100,000. Our 2024 trail surveys show that an impressive 60% of Olympic Discovery Trail users are coming from greater than 50 miles away, and we welcomed visitors from 84 Washington cities, 38 states, 10 countries, and 5 continents. 2025 Trail Ambassador data will be available in early 2026.

The OAT, for the first half of 2025, has an average of 58 users per day near mile 1. Based on anecdotal observations, it's apparent that many users of the OAT are bike packers from greater than 50 miles away. The Fundraising Manager with the Peninsula Discovery Trail is on the OAT most days of the week, and has done so for many years, and she sees bike packers almost every time she's out, and often engages in conversation with them.

Trail Ambassadors add to the destination appeal of the ODT and the OAT by serving as a valuable trail amenity by being a mobile visitor center and answering questions, giving directions, offering solutions to problems from mechanical to logistical, providing "insider" tips to recreation spots and businesses, and serving as a friendly welcoming representation of our Clallam community. And in an additional value-added outcome, these personal contacts and hard copy info stimulate the expansion of our marketing back to the communities and networks from which our out-of-area visitors have come.

With this grant round, we intend to print the West Central ODT map, as well as the OAT map. Our maps and brochures are well loved, and visitors' bureaus and chambers of commerce cannot keep enough in stock. While it is undeniable that electronic apps have simplified navigation, a valuable lesson we learned last summer from our Ambassador Program is the enduring popularity of paper maps, especially for visitors from outside of the area. The Peninsula Trails Coalition takes pride in producing and offering a full range of maps to ensure visitors can discover and use the Olympic Discovery Trail with confidence and safety. We make these printed materials widely available, at no cost, to visitor centers, bike shops, and other such locations as we seek to draw interest and visitation to the Peninsula.

4. How will the project/program encourage visitors to come from another country or state?

The Olympic Discovery Trail is often the primary reason people visit the Olympic Peninsula and we aim to continue to improve the experience as well as promote other local assets. The Olympic Discovery Trail is the central outdoor recreation and active transportation backbone on the North Olympic Peninsula. The Olympic Discovery Trail provides for a ~135-mile trail experience. The ODT is gaining national recognition and drawing increasing attention, being highlighted as the stunning and appealing western end of the Great American Rail-Trail.

Our 2024 trail surveys show that an impressive 60% of Olympic Discovery Trail users are coming from greater than 50 miles away, and we welcomed visitors from 84 Washington cities, 38 states, 10 countries, and 5 continents. 2025 Trail Ambassador data will be available in early 2026.

5. If the project/program is an event, please provide the name, date(s) and estimated attendance.

N/A

6. **2026 Tourism-Impact Estimate**

(Actual must be completed by applicants who had a Clallam County Lodging Tax Contract in 2025)

State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area, so do your best!

As a direct result of your proposed tourism-related service, please provide:	2026 Estimate	2025 Actual	Methodology
a. Overall attendance at your event/activity/facility	300,000	298,259	2025 is still being processed, so 2025 numbers are actually 2024's data. It's based on multiple eco-counters as well as surveys completed throughout the year by Trail Ambassadors.
b. Number of people who travel more than 50 miles for your event/activity/facility	180,000	178,955	
c. Of the people who travel more than 50 miles, the number of people who travel from another country or state.	150,000	146,147	
d. Of the people who travel more than 50 miles, the number of people who stay overnight in the unincorporated Clallam County area.	117,000	116,918	
e. Of the people staying overnight, the number of people who stay in PAID accommodations e.g. hotel, motel, bed-breakfast, RV park, in the unincorporated Clallam County area.	90,000	87,688	
f. Number of paid lodging room nights resulting from your event/activity/facility.	30,000	29,229	

7. Is there a host hotel for your event? If yes, please identify.

Because it spans so much of Clallam County, the Olympic Discovery Trail does not currently partner with any specific hotel. The Olympic Discovery Trail (ODT) is the central outdoor recreation and active transportation backbone on the North Olympic Peninsula. The Olympic Discovery Trail provides a ~135-mile trail experience—as a result, we are well positioned to increase visits to multiple lodging, dining, and shopping options in the area.

For those using the OAT, they primarily are day users or bike packers, but there are also those who stray at Lake Crescent Lodge, located at the west end of the OAT.

One of the key elements of our maps is that they provide QR codes that direct users to the Olympic Peninsula Visitors Bureau website and its extensive accommodation information so that visitors can develop a lodging plan that best meets their needs during their visit to the ODT, for many of our visitors this includes both paid camping and hotels or short-term rentals.

8. Describe the prior success of your event/activity/facility in attracting tourists.

Exploring the Olympic Discovery Trail by foot or bicycle is the primary reason thousands of visitors come to Clallam County each year. The ODT is featured regularly as a travel destination, and attention on the trail is only increasing as the Olympic Discovery Trail gains national recognition, being highlighted as the stunning and appealing western end of the Great American Rail-Trail.

We are requesting funding to continue the Trail Ambassador Program in Clallam County. In 2025, Trail Ambassadors at trailheads throughout the County, between May and September, greeted 3,953 users of the trail over 57 days. That data is currently being processed. Our 2024 trail surveys show that an impressive 60% of Olympic Discovery Trail users are coming from greater than 50 miles away, and we welcomed visitors from 84 Washington cities, 38 states, 10 countries, and 5 continents. 2025 Trail Ambassador data will be available in early 2026.

Trail Ambassadors have played a pivotal role, acting as a mobile visitor center, aiding visitors with route planning, and with locating amenities such as dining and lodging options. Many visitors noted that their interaction with a Trail Ambassador significantly enhanced their trail experience, and they were grateful for the program. One aspect of connecting with tourists on the trail involved offering them suggestions for “next visits” with the aim of encouraging repeat trips to the area or suggesting the area as a destination to friends, family, and others.

Our maps have been a critical resource for decades. Funding for these marketing materials is critical because while it is undeniable that electronic apps have simplified navigation, a valuable lesson we learned last summer from our Ambassador Program is the enduring popularity of paper maps, especially for visitors from out of the area. The Peninsula Trails Coalition takes pride in producing and offering a full range of maps to ensure visitors can discover and use the Olympic Discovery Trail with confidence and safety. We make these printed materials widely available, at no cost, to visitor centers, bike shops, and other such locations as we seek to draw interest and visitation to the Peninsula. With this grant round, we intend to print more of the Olympic Adventure Trail map, one of our most popular maps.

A positive experience, including highly detailed recreation maps, bathroom facilities, and a well-maintained trail, enhances the visitor experience and attracts tourists.

9. Describe your target tourist audience (location, demographics, etc.)

Our target tourist audience extends to encompass visitors (families, groups, solo-travelers) from Washington, the greater Pacific Northwest, and Canada, of all backgrounds and especially all mobilities who want to enjoy a multi-day, recreation-oriented vacation on the North Olympic Peninsula. Our 2024 trail surveys show that an impressive 60% of Olympic Discovery Trail users are coming from greater than 50 miles away, and we welcomed visitors from 84 Washington cities, 38 states, 10 countries, and 5 continents. Our 2024 trail surveys also show that 47% of trail users stay for 2-6 days. 2025 Trail Ambassador data will be available in early 2026.

The Olympic Discovery Trail is used by equestrians, walkers, runners, ADA wheeled users, bikers and e-bikers of all ages. The OAT is used by all these user groups with the exception of ADA wheeled users. They are also popular as an outdoor recreational facility for organized walks, runs and bike rides, and provides the infrastructure for event promoters to develop trail-based events.

10. Describe how you will promote your event/activity/facility to attract tourists.

The Trail Ambassadors have added a new, direct way to showcase the Olympic Discovery Trail by contributing trail stories to the media platforms that PTC uses to promote the Olympic Discovery Trail. As Trail Ambassadors greet visitors at busy trailheads, they connect with them by learning visitor's trail stories and then disseminate to PTC's various media platforms. We're able to feature the diversity of users, as well as the year-round accessibility of the trail for recreation of all types.

Although the Ambassador program runs May through November, the PTC printed maps are available from the ODT website year-round. The Peninsula Trails Coalition takes pride in producing and offering a full range of maps to ensure visitors can discover and use the Olympic Discovery Trail with confidence and safety. We make these printed materials widely available, at no cost, to visitor centers, bike shops, and other such locations as we seek to draw interest and visitation to the Peninsula. With this grant round, we intend to print the next edition of the Olympic Adventure Trail map, one of our most popular maps.

11. Describe how the event/activity/facility will help promote lodging establishments, restaurants, and businesses located in the unincorporated area of Clallam County.

Ambassadors have three great ways to promote Clallam County businesses. First, as they chat with visitors and answer questions, they offer direct recommendations about where to shop, eat or stay. Second, the Ambassadors offer maps and brochures to visitors. This array of material includes the OPVB travel planner brochure, Clallam Transit information and of course PTC's own series of maps. And in an additional value-added outcome, these personal contacts and hard copy info stimulate the expansion of our marketing back to the communities and networks from which our out-of-area visitors have come.

One of the valuable lessons we learned from the Trail Ambassador program is the enduring popularity of paper maps, especially for visitors from outside of the area. The Peninsula Trails Coalition takes pride in producing and offering a diverse range of maps to ensure visitors can discover and use the Olympic Discovery Trail and Olympic Adventure Trail with confidence and safety. The maps go beyond recreation information by including QR codes which direct visitors to a wealth of helpful online resources for tourists, including the Visitors Bureau website olympicpeninsula.org, the City of Port Angeles and City of Forks websites and the Clallam Transit website. These sites have links to lodging, dining and shopping options across the County. With this grant round, we intend to print the next edition of the Olympic Adventure Trail map, one of our most popular maps.

12. Are you applying for Lodging Tax funds from another community (yes or no)? If yes, indicate below where applying and for how much. Do **NOT** attach a copy of the application.

Below is that we have requested or are planning to submit.

Jurisdiction	Amount Awarded/Requested/Planned
Forks	\$12,750, submitted in September 2025
Jefferson County	\$91,000, submitted in September 2025
Port Angeles	\$42,500, in two proposals, not submitted yet
Port Townsend	\$2,000, not submitted yet

None of these applications are for the same items we are requesting funding for in this application.

13. What is the overall budget for your event/activity/facility? \$ 550,000 (Preliminary budget is estimated to be \$550,000 for 2026, subject to final review and approval)

What percent of the budget are you requesting from Clallam County Lodging Tax Fund? 11.64%

14. Please describe your plans for securing the remainder of the funds necessary to complete your event/activity/facility.

LTAC's and the Olympic Peninsula Visitor's Bureau (OPVB) have been the primary funding source for the marketing materials in their areas, as well as the funding sources for the first few years of the Trail Ambassador Program. They continue to be our primary funding sources for our marketing and Trail Ambassador activities as well as other occasional maintenance-related needs.

In all instances, if grant funding isn't received, we seek other grant funding or draw on other operating revenue.



Clallam County Public Works Department

223 E. Fourth St., Suite 6

Port Angeles, WA 98362-3000

360-417-2309 Fax: 360-417-2513 E-mail: William.habel@clallamcountywa.gov

October 1, 2025

Clallam County Lodging Tax Committee
223 East 4th Street, Suite 4
Port Angeles, WA 98362

Dear Committee Members:

The Clallam County Public Works Department supports the Peninsula Trails Coalition (PTC) Lodging Tax application. PTC has been a great partner with the County in support of the development and maintenance of the Olympic Discovery Trail (ODT) & Olympic Adventure Trail (OAT). PTC also supports the trail in many other ways including, but not limited to, all the elements included in their grant application.

The PTC is requesting funding for several items that would not only help improve the ODT & OAT but would help improve the overall experience to visitors and locals using the trail. PTC proposes the placement and maintenance of portable toilet (sanican) throughout the trail. Frequently maintained sanican facilities are greatly important to trail users, as much of the ODT is quite far from adequate public facilities. New picnic benches will help create a more enjoyable and relaxing journey to visitors on the OAT. The PTC is also requesting funding to purchase mobile trail counters, that can be moved to various locations to have a better sense of trail usage in areas without permanent counters. Trail usage data can help drive decisions in placing signs, maintenance efforts, and assist with future grant funding opportunities. Trail maintenance equipment purchases will greatly help our incredibly important volunteer crew get jobs done more quickly and effectively. Further support for the Thursday crew, including lunches, is greatly appreciated in this application, happy and fed volunteers are effective volunteers! Funding for a fourth year of the Trail Ambassador Program, and funding to print trail maps will help increase awareness of the ODT and OAT to visitors of our community.

Thank you for your support of the ODT and for consideration of funding these requests by PTC that will support their efforts to the benefit of the ODT and Trail users.

Respectfully,

William Habel
Regional Trails & Active Transportation Coordinator
Clallam County Public Works

Description and budget showing the intended use of the funds requested:

We respectfully request funding to advance marketing of the Olympic Discovery Trail (ODT), including the Olympic Adventure Trail (OAT) section, and enhance visitors' experience, which brings more people to Clallam County for many reasons.

This request includes funding for the fourth year of the Trail Ambassador Program; to print the West Central ODT map and the Olympic Adventure Trail maps; to purchase mobile eco-counters that can be moved to various locations to have a better sense of trail usage in areas without a permanent eco-counter or to replace permanent eco-counters that have reached the end of their lifespan; and to cover the cost of trail maintenance and enhancement including the cost of portable toilets (sanicans) throughout the County, food for trail work parties, steel picnic tables to replace the ones on the OAT nearing their lifespan, equipment to be used for maintenance of the Olympic Adventure Trail section of the ODT, signage in the Joyce gap (between Freshwater Bay Rd and Waterline Road, pending approval of WSDOT) and to graphically design two kiosks.

Trail Ambassador: In 2025, Trail Ambassadors at trailheads throughout the County greeted 3,953 users of the trail over 57 days between May and September. That data is being processed. Our 2024 trail surveys show that an impressive 60% of Olympic Discovery Trail users are coming from greater than 50 miles away, and we welcomed visitors from 84 Washington cities, 38 states, 10 countries, and 5 continents. 2025 Trail Ambassador data will be available in early 2026.

Trail Ambassadors function as a mobile visitor center. Many visitors noted that their interaction with an Ambassador significantly enhanced their trail experience, and they were grateful for the program. A key and distinct aspect of our trail tourism promotion and marketing is assisting with trip planning, including sharing information on lodging, dining, and other local services.

A positive experience on the ODT includes personal connections with Trail Ambassadors, highly detailed recreation maps, and clean, informative information kiosks that enhance the visitor experience. Trail Ambassadors play a pivotal role on the Olympic Discovery Trail by creating a welcoming and safe trail experience, by aiding visitors with route planning and transit, and with locating amenities such as shopping, dining and lodging options. These positive experiences are shared via social media and word of mouth, attracting other visitors and repeat visits. Through this grant request, we are requesting funding to ensure this positive experience.

Maps: We will be fortifying our full range of maps with a printing of the West Central Olympic Discovery Trail map, and the Olympic Adventure Trail map. Despite the common belief that people have transitioned to digital tools for planning and navigating their recreation activities, the popularity of printed maps remains surprisingly enduring. In addition, the maps have QR code links to visitor resources including the visitor's bureau website, visitor's centers, city websites and Clallam transit links.

Eco-Counters: Additionally, we request funding to purchase eight mobile eco-counters that can be moved to various locations to have a better sense of trail usage in areas without a permanent eco-counter. We also intend to use them as a more economical way to replace permanent eco-counters that have reached the end of their lifespan.

We monitor trail usage to better understand where amenities might be needed, and these portable Eco-counters will be invaluable in helping the PTC understand usage in areas where we have not had permanent Eco-counters. With this data, we might identify a need to have sanicans serviced more frequently or install picnic tables or benches.

Trail Maintenance and Enhancements and Volunteer Support:

Sanicans: We request funding to cover the cost of all sanicans in the County, which inherently contribute to a positive experience. There are currently 10, with one which will be added by the Peninsula Trails Coalition in the Morse Creek area. They are a critical tourism-related facility throughout the entire Olympic Discovery Trail system. This addresses environmental concerns, and is a public health and safety dimension of the experience, and a distinct need of the ODT, which inherently has remote segments.

Food for Thursday Trail Crew: The Peninsula Trails Coalition covers the cost of food and other refreshments for Thursday Trail Crew and additional work parties as needed.

Steel picnic tables: We are proposing a longer lasting upgrade of the wooden picnic tables on the OAT nearing their lifespan (MP 6.5, MP 11.5 (Bear Creek), and the one at MP 3.5 (the living room)) to longer lasting steel tables, as well as installation sundries like concrete anchors.

Maintenance Equipment: We also request funding to purchase a Stihl battery power head and batteries, as well as two rhino hand tools, all of which will be used by Trail Adopters of sections of the Olympic Adventure Trail, as well as on the Olympic Discovery Trail.

Signage in the Joyce Gap: Signage in the Joyce gap, between Freshwater Bay Rd and Waterline Road, pending approval of WSDOT. This is one of the gaps in the trail system where users are on the road alongside vehicles. Better signage enables a more user-friendly experience, showing users where to go, and for a safer ride, by reminding drivers they are sharing the road.

Kiosk Design: Graphic design for Gosset and the Adventure Trail kiosks. Funding is needed for the skills of a graphic designer and printing of the display before either project is complete. In 2024, we received funding from Clallam LTAC to repair or replace kiosks, but there was not sufficient funding for the design.

ORGANIZATION SUMMARY

ORGANIZATION INFORMATION

Organization Name:

PENINSULA TRAILS COALITION

Registration Number:

1127078

Purpose/Mission of the Organization:

PROMOTE NON-MOTORIZED TRAIL DEVELOPMENT ON THE OLYMPIC PENINSULA.

FEIN Number:

911416511

Federal Tax Exempt Status:

Yes

Federal Status Type:

501(c)(3)

If Federal Tax-Exempt status has been granted, attach a copy of the Organization's IRS Determination Letter:

IRS Determination Letter

IRS determination Letter Peninsula Trails.pdf

UBI Number:

602 071 631

Is this Charitable Organization associated with any Corporation or LLC?

No

State of Incorporation/Formation:

Jurisdiction:

WASHINGTON

Status:

Active

Renewal Date:

11/30/2025

CONTACT INFORMATION

Organization Email:

TREASURER@OLYMPICDISCOVERYTRAIL.ORG

Is Foreign Contact:

No

Country Code:

1

Mailing Address:

10 VICTORIA VIEW ST, SEQUIM, WA, 98382-8068, UNITED STATES

Street Address:

10 VICTORIA VIEW ST, CLALLAM COUNTY, SEQUIM, WA, 98382-8068, UNITED STATES

Do you use any other addresses for Solicitation:

No

A List of Addresses Used

Organization Website:

Phone Number:

3604774081

Ext:

SURETY BOND

Has the Organization submitted proof of a surety bond in the amount of \$25,000 to the Secretary of State?
No

Proof Of Surety Bonds

Bond Expiration Date:

FINANCIAL INFORMATION

Has Organization completed a full accounting year?- **Yes**

Accounting Year Beginning Date:

01/01/2023

Accounting Year Ending Date:

12/31/2023

Beginning Gross Assets :

\$778,032.00

REVENUE

Gross Contributions from Solicitations :

\$111,767.00

Gross Revenue from All Other sources :

\$289,596.00

Total Dollar Value of Gross Receipts :

\$401,363.00

EXPENSES

Gross Expenditures from Program Services :

\$223,323.00

Total Gross from All Expenditures :

\$256,892.00

ASSETS

Ending Gross Assets :

\$942,340.00

SOLICITATION COMMENTS

Comments:

PERCENT TO PROGRAM SERVICES

Percent to Program Services :

87%

FINANCIAL HISTORY

Fiscal Begin Date	Fiscal End Date	Begin Assets	Revenue	Program Services	Expenses	End Assets	% To Program Services
01/01/2023	12/31/2023	\$778,032.00	\$401,363.00	\$223,323.00	\$256,892.00	\$942,340.00	87%
01/01/2022	12/31/2022	\$682,140.00	\$335,489.00	\$135,946.00	\$201,692.00	\$778,032.00	67%
01/01/2021	12/31/2021	\$461,901.00	\$316,635.00	\$39,306.00	\$72,791.00	\$682,140.00	54%
01/01/2020	12/31/2020	\$360,491.00	\$142,641.00	\$39,341.00	\$59,294.00	\$461,901.00	66%
01/01/2019	12/31/2019	\$319,426.00	\$123,193.00	\$89,087.00	\$103,952.00	\$360,491.00	85%
01/01/2018	12/31/2018	\$275,912.00	\$116,287.00	\$53,258.00	\$57,388.00	\$319,426.00	93%
01/01/2017	12/31/2017	\$264,630.00	\$131,364.00	\$123,519.00	\$126,737.00	\$275,912.00	97%
01/01/2016	12/31/2016	\$127,469.00	\$199,568.00	\$55,825.00	\$59,734.00	\$264,630.00	93%
01/01/2015	12/31/2015	\$87,030.00	\$67,382.00	\$21,519.00	\$26,943.00	\$127,469.00	80%
01/01/2014	12/31/2014	\$77,292.00	\$34,829.00	\$23,218.00	\$25,091.00	\$87,030.00	93%
01/01/2013	12/31/2013	\$102,412.00	\$23,940.00	\$48,182.00	\$49,060.00	\$77,292.00	98%
01/01/2012	12/31/2012	\$98,872.00	\$56,125.00	\$51,855.00	\$52,585.00	\$102,412.00	99%

DID THE ORGANIZATION SOLICIT OR COLLECT CONTRIBUTIONS IN WA DURING THE ACCOUNTING YEAR REPORTED?

Solicit or collect contributions:

Yes

Contributions in WA:

Direct Mail,Email,Entertainment/Special Events,Internet,Newspaper/Magazine/Publication,Personal Contact,Product Sale,Vehicle/Boat Donations,Advertisement/Coupon Books

IS THE ORGANIZATION REGISTERED TO FUNDRAISE OUTSIDE OF WA?

Is the organization registered to fundraise outside of WA:

No

Fundraise outside of WA:

EMPLOYEES RECEIVING THE GREATEST COMPENSATION

Does the Organization pay any of its officers or employees?- **No**

First Name

Last Name

PERSONS ACCEPTING RESPONSIBILITY

Current Officers or Persons Accepting Responsibility for the Organization

First Name	Last Name	Title	Phone #	Address
JEFF	BOHMAN	PRESIDENT	3604577536	3753 S CANYON CIR, PORT ANGELES, WA, 98362-6721, UNITED STATES
JOHN	DOLANSKY	TREASURER	3604774081	10 VICTORIA VIEW ST, SEQUIM, WA, 98382-8068, UNITED STATES

FINANCIAL PREPARER

Full Name:

JOHN DOLANSKY

Title:

TREASURER

Mailing Address:

10 VICTORIA VIEW ST, SEQUIM, WA, 98382-8068, UNITED STATES

LEGAL INFORMATION

Do you have any Legal Actions? - No

Court (Jurisdiction)	Case #	Title of Legal Action	Date of Legal Action
Legal Actions			

COMMERCIAL FUNDRAISER

Is Commercial Fundraiser:

No

CHARITY CLIENTS

FEIN Number UBI Number Charity Name Charity Address

No Charities Selected

Washington State Department of Revenue



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: PENINSULA TRAILS COALITION

Business name: PENINSULA TRAILS COALITION

Entity type: Nonprofit Corporation

UBI #: 602-071-631

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 VICTORIA VIEW ST
SEQUIM WA 98382-8068

Mailing address: PO BOX 1836
PORT ANGELES WA 98362-0099

Excise tax and reseller permit status: [Click here](#)

Secretary of State information: [Click here](#)

Owners and officers on file with the Department of Revenue

Owners and officers

Title

Owners and officers

Title

BOHMAN, JEFF

DOLANSKY, JOHN

TAYLOR, GORDON

Registered Trade Names

Registered trade names

Status

First issued

OLYMPIC DISCOVERY
TRAIL

Active

May-31-2018

The Business Lookup information is updated
nightly. Search date and time: 9/16/2025 12:27:54
PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported

PENINSULA TRAILS COALITION

2025

2025 BUDGET

INCOME:

CONTRIBUTIONS INCOME	
RESTRICTED CONTRIBUTIONS	3,000
UNRESTRICTED	87,000
SUPPORTING EVENTS	18,000
YEAR-END APPEAL	3,500
DIRECT-MAIL APPEAL	50,000
BEQUESTS	23,000
ODT-EAGLEMOUNT FUND	2,500
GIVING BIG/TUESDAY	5,500
CAR DONATIONS	1,000
MAP DONATIONS	8,000
MAINTENANCE APPEAL	5,000

TOTAL CONTRIBUTIONS INCOME \$204,500

INTEREST/DIVIDEND INCOME	13,000
MEMBERSHIP DUES	14,000
GRANTS	115,900
PROGRAMS	8,000
BIKE TUNE-UP EVENT	7,000
SALES, NET	800
TOUR DE LAVENDER	50,000
SPONSORSHIPS	10,000
MISCELLANEOUS INCOME	1,000

TOTAL INCOME 422,200

EXPENSE:

ADMINISTRATION	
OFFICE	3,000
OFFICE SUPPLIES	1,500
LICENSES AND PERMITS	400
RENTALS-SITE & P O BOX	5,000
WEBSITE	1,000
CREDIT CARD PROCESSOR FEES	2,600
DUES AND SUBSCRIPTIONS	4,500
INVESTMENT MANAGEMENT EXP	8,000
AWARDS & RECOGNITION	200
CPA: TAX RET.; REVIEW; AUDIT	650
TAXES-SALES	100
LIABILITY INSURANCE	7,000
POSTAGE AND DELIVERY	3,500
PRINTING	500
STRATEGIC PLAN	0
MISCELLANEOUS	1,000

TOTAL ADMINISTRATION EXPENSE 38,850

CONTRACT SERVICES/LABOR	
DEVELOPMENT DIRECTOR	80,000
RELATIONSHIP MGR	84,000
EXECUTIVE DIR	0
TRAIL MTGE MGR	40,000
LEMOLO CONSULTING	10,500
P&P EXPENSES	10,000

TOTAL CONTRACT SERVICES/LABOR 234,500

OTHER EXPENSES	
BIKE TUNE-UP EVENT	550
PROGRAM EXPENSE	300
PROMOTION & BROCHURES	5,000
NEWSPAPER ADS	2,000
TRAIL AMBASSADOR PROGRAM	10,000
DIRECT MAIL COSTS	22,000
VOLUNTEER RECEPTION	1,000
ANNUAL MEETING	200
SUPPLIES	300
MAPS	7,750

TOTAL OTHER EXPENSES 49,100

TRAIL EXPENDITURES	
MAINTENANCE VEHICLE	3,000
FLAGGER TRAINING	85
VOLUNTEER VESTS	1,000
TRAIL CONSTRUCT. INCL. MAT'L, GAS	35,000
HBV	20,000
EQUIPMENT	8,650
SANIKAN RENTALS	15,000
SUPPLIES	1,000
SIGNAGE	8,500
WORK PARTY FOOD/BEVERAGES	4,000
ECO-COUNTERS	13,500

TOTAL TRAIL EXPENDITURES 109,735

TOTAL EXPENSES 432,185

NET INCOME (DEFICIT) (\$9,985)

Annual Budget for 2026:
 Preliminary budget is estimated to be
 \$550,000 for 2026, subject to final
 review and approval

Trail Notes:

The West Central quarter of the ODT runs from Port Angeles across the Elwha River and "Traverses ancestral lands of the S'Klallam, Quileute, and Coast Salish People" along the coastal lowlands and Lake Crescent, to end on Hwy 101 at the top of Fairholm Hill. It is 34.5 miles long.

• **Going West from Port Angeles > Warning: SR 112 is a narrow road with heavy traffic and no shoulder in many places.**

• **Going East from Port Angeles > see East Central map.**



• **Clallam Transit provides bus service for bicycles. 360-452-4511**



Access Points

1. Port Angeles City Pier. Lincoln St at W. Front St. Parking, toilets, water, tourist info center, shopping and restaurants, transportation center.
2. 10th St Parking. 10th St at Milwaukee Dr. On street parking only.
3. 18th St Trailhead. Parking, toilet, water.
4. Kacee Way off Lower Elwha Road. Parking only.
5. Elwha River. At end of Crown Z Water Rd under the bridge. Parking only.
6. East Beach Trailhead. Near end of E. Beach Rd in Olympic National Park. Parking, toilets, water.
7. Sol Duc Road. On Hwy 101 opposite Sol Duc Rd. Limited parking.



Trail Rules and Etiquette

- Be courteous to fellow trail users
- Be respectful of property owners adjacent to the trail. Many property owners have granted easements to allow trail construction
- Many volunteers have given thousands of hours of labor to build and maintain this wonderful facility.

All Trail User Rules:

- Leave no trace.
- Respect private property. Stay on the trail.
- Use reflective devices and lights at night.
- Use caution at road and driveway crossings.
- Stay to the right side of trail. There is two-way traffic.
- No motorized vehicles (except electric assist bicycles and wheelchairs).
- Each individual is responsible for their own safety and the safety of others.

Let's go...

Walking! Cycling!
Exploring!

Pedestrian Rules:

- Stay as far to the right as possible and walk no more than two abreast to allow other trail users to safely pass.
- Yield to equestrians. Ask riders for guidance.
- Dogs must be on a leash and under control at all times. Please clean up after pets.
- Make way for faster users.

Bicyclist Rules:

- Keep to the right, pass to the left.
- Always use safe speeds. Slow down in crowded areas.
- Alert other users with bell or voice before passing. Overtake on left. Reduce speed to pass safely.
- Approach horses slowly. Ask riders for guidance. Avoid loud/startling noises.

Equestrian Rules:

- Riders are responsible for maintaining control over horses at all times.
- Help other users pass safely. Provide instructions. Keep to the right, pass to the left.
- Remove horse manure. Kick droppings off the trail.
- Use the horse path or move to the side of the trail to allow others to pass safely.
- Canter/galloping on the trail endangers everyone and may damage trail surface.

In an emergency, dial 911

To Support the Olympic Discovery Trail go to:
www.olympicdiscoverytrail.org/donate

Or Mail Donations to:

Peninsula Trails Coalition
P.O. Box 1836, Port Angeles, WA 98362



Port Angeles – Highway 101

Fairholm Hill – Lake Crescent



Provided by



The West Central quarter of ODT runs from Port Angeles across the Elwha River, along the coastal lowlands and Lake Crescent, to end on Hwy 101 at the top of Fairholm Hill. It is 34.5 miles long.

West of Port Angeles the trail crosses the Elwha River on a spectacular suspended bridge. Long a source of hydropower and water for mills, the Elwha dams were removed in September 2011, and the largest river flowing out of the Olympics returned to breeding all 5 salmon species, including the giant 100 pound Chinook salmon of earlier years.



Beyond the river, the route parallels the Strait of Juan de Fuca coastline with side roads to beaches and resorts. At the town of Joyce, the trail cuts south over coastal hills to Lake Crescent, a large, deep (600 foot+) glacial lake nestled between towering mountain ridges. The trail hugs the lake's north shore on 8 miles of historic former railroad grade, passing through the restored McFee and Daley- Rankin tunnels. It then rises into a heavily forested plateau that continues through the next section.

This Map is made possible by
Supporters like you!



Using the Trail Safely:

Read Safety Signs Posted at Trailhead

- 1. No Motorized vehicles are allowed on trail.** This trail is used by horses and horse/riders. Should you break this rule, you will be endangering your life if you encounter a horse, as a horse occupies the entire width of the trail and will kick if startled! You will also be breaking the law and thus be subject to full legal prosecution (fines and confiscation of your vehicle). Motorized trail use endangers the county with the property owners. Do not spoil the rights of others — the trail managers and serious about eliminating motorized use on the trail they built.
- 2. Horses Have Absolute Right-of Way!** If you encounter a horse/rider, please stop and get off the trail to the downhill side.
- 3. Horse Owners/Riders and Pet Owners must remove all animal waste from the Trail.** Practice "leave no trace" to ensure continued use of the Trail.
- 4. Dogs Must be on Leash- no more than 6 Feet in length.** Violation of this rule could lead to dogs being banned from the Trail.
- 5. Please bury all Human Waste - well off the Trail, in a shallow hole and cover the refilled hole with rocks or branches.**
- 6. Park at the Designated Trailheads.** Vehicles blocking access gates will be towed.
- 7. Hunting, Camping, Fires, Smoking, and Alcohol Consumption are Prohibited on the Trail.** Hunters use some of the same roads as the trail during hunting season by permission of the landowner. Firing a weapon down/across the road utilized by the Trail, or the Trail itself, is absolutely prohibited. **PLEASE WEAR BRIGHT COLORS ON THE TRAIL DURING HUNTING SEASON!**
- 8. The Trail is only open during daylight hours.**
- 9. When Riding the DNR road sections (miles 20-25), please stay single file and ride as far to the right as possible.** A loaded log truck or pickup truck could be just around the next bend — **THEY HAVE THE RIGHT- OF-WAY!** It is strongly advised that you pull off the road and wait for it to pass.
- 10. The off-road sections of the Trail are not designed for speed greater than 10MPH**



In an
emergency,
dial 911



To Support the Olympic
Discovery Trail go to:
www.olympicdiscoverytrail.org/donate



Or Mail Donations to:
**Peninsula Trails
Coalition, P.O. Box 1836
Port Angeles, WA 98362**



Thank You for
helping to print
this map!



HWY 112, Port Angeles
to
Lyre River Trailhead, Lake Crescent



Provided by



Welcome! An Exhilarating Ride Awaits with Incredible Vistas

The Adventure Trail is part of the 135-mile route of the Olympic Discovery Trail stretching from Port Townsend to LaPush.

The Adventure Trail segment is intended for use by horsemen, mountain bicyclists and hikers. It is a physically challenging route on a 3-foot-wide trail, totaling 25 miles in length from SR112 to Lake Crescent. There are no services and the trail is quite isolated, with limited access. Be prepared with water, food, basic first aid supplies and (if cycling) all the tools you need to repair a bicycle tire or chain.

You will be passing through cougar habitat, so it is advisable to travel in groups and/or carry pepper spray. If you are riding the entire route on a mountain bike in one day, you should be physically fit, as there are sustained 8% grades and tight downhill switchbacks.



You Ride This Trail at Your Own Risk, so you must be willing to accept responsibility for your own actions and abilities!

If you are prepared and up to the challenges imposed by the terrain, you will enjoy one of the most scenic adventures available in Clallam County.

"Please Respect the Rights of Property Owners and Other Users by Staying on the Trail!"

This map is made possible by donations from trail lovers like you!

Warning

This map shows the separate horse trail between MP 20 and 21. The OAT shown here is restricted to hikers and cyclists between the logging road/singletrack intersection near MP 21 and Field Creek, near MP 20. The County established the split trail here (the equestrian path follows logging roads) because the "main" route is too narrow and the tread is too soft to support horse traffic safely.

Warning

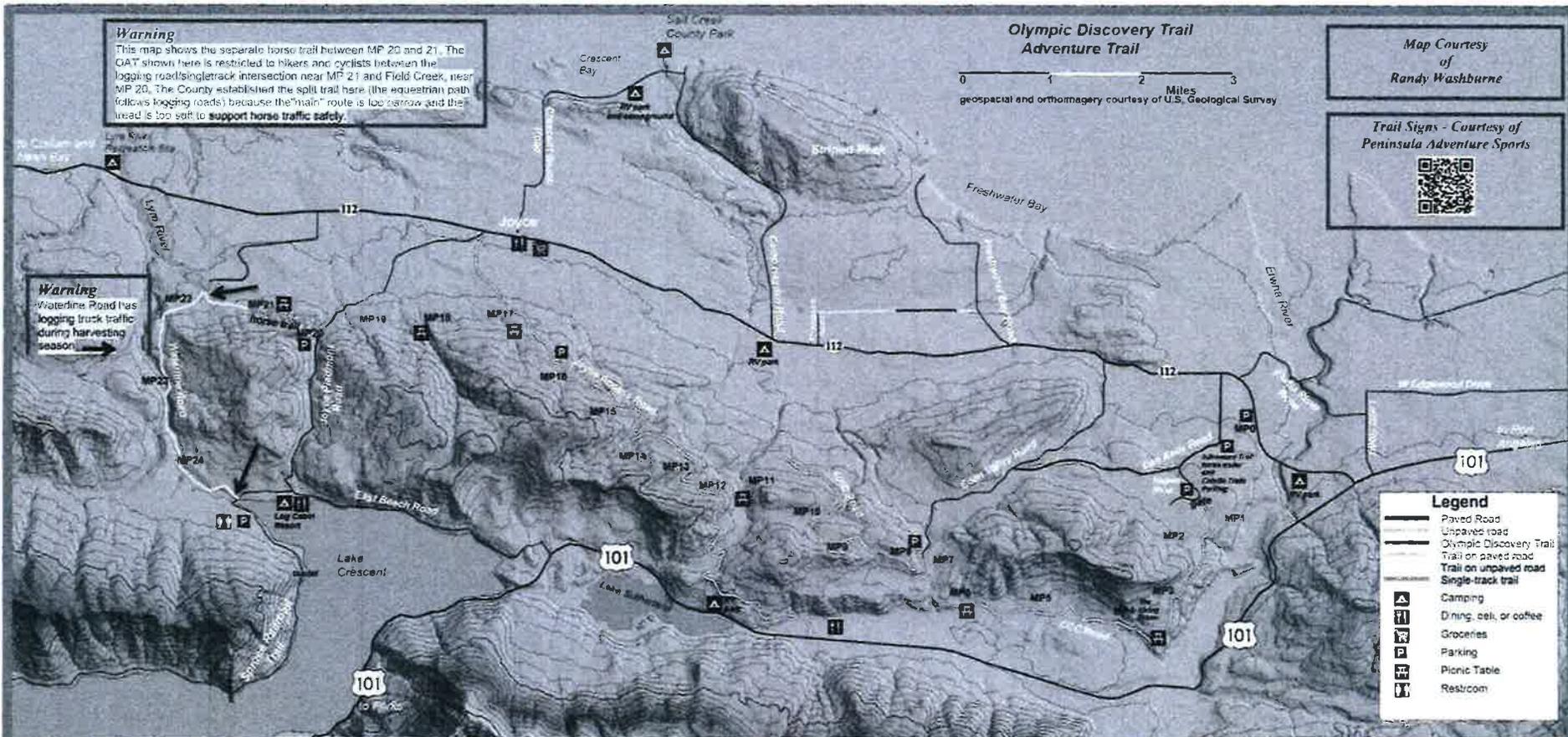
Waterline Road has logging truck traffic during harvesting season.

**Olympic Discovery Trail
Adventure Trail**

0 1 2 3 Miles
geospatial and orthomageary courtesy of U.S. Geological Survey

Map Courtesy
of
Randy Washburne

Trail Signs - Courtesy of
Peninsula Adventure Sports



Legend

- Paved Road
- Unpaved road
- Olympic Discovery Trail
- Trail on paved road
- Single-track trail
- Camping
- Dining, eat, or coffee
- Groceries
- Parking
- Picnic Table
- Restroom

Website Go To



Please Help Us
Produce These Great Maps
DONATE@



SEGMENTS & ACCESS POINTS:

*Trail Length: 25.9 Miles
Total Ascent: 3,796 ft
High Point: 1,448 ft
Ave Grade: 5% , Max Grade: 33%*

Elwha Valley Overlook

The east entrance trailhead can be found on the west side of Hwy 112, just ¼ mile past the Hwy 112 Elwha River Bridge. The parking area accommodates 10 cars. This segment covers 7.2 miles to the Eden Valley Rd crossing.

Olympic Skycline

This section extends 5.2 miles from Eden Valley Rd to the Joyce Access Rd crossing, which has limited roadside parking.

Lake Sutherland, High Divide Views

This section covers 7.6 miles from the Joyce Access Rd to the paved Joyce-Piedmont Rd crossing. There is parking for cars along the road near the trail crossing.

Lake Crescent Descent

This section covers 5 miles from the Joyce-Piedmont crossing, following the Lyre River to Lake Crescent. It ends at the Olympic National Park East Beach Trailhead with parking and Olympic Discovery Trail Access. This trailhead can be reached from Hwy 101 via East Beach Rd just past Log Cabin Resort on Lake Crescent.

Use and Parking Fees

There are no use fees for the Trail, or parking fees at the above access points, with one exception. Parking along the DNR owned Joyce Access Rd where it crosses the trail may require a DNR parking pass.





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JAN 12 2026

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: 1-12-26

REGULAR AGENDA Meeting Date: 1-20-26

Required originals approved and attached?

Will be provided on:

Item summary:

- | | |
|--|--|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other |

Executive summary:

On February 20, 2024 the Board of Commissioners established a Revenue Advisory Committee (RAC) under BOCC Resolutions 15, 2024.

The RAC will confer with the County on issues related to state timber management, fiduciary responsibilities, trends, public engagement with State and Federal Forest management agencies, issues impacting timber management and revenues which benefit the community, and such other related matters as the Board of County Commissioners directs.

RAC shall consist of one representative from the County and each to the taxing districts, and the DNR. Each participating entity shall select a representative and alternate for continuity of committee discussion, participation and progress.

Resolution to appoint Daniel Peacock to the Revenue Advisory Committee.

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

None.

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

Approve and sign resolution appointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

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

Revenue Advisory Committee Peacock 1-20-26

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

Revised: 3-04-2019



RESOLUTION _____, 2026

APPOINTING REPRESENTATIVES TO THE REVENUE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Department of Natural Resources (DNR) manages over 160,000 acres of state forest lands which include 93,000 acres of State Transfer Lands that help fund services in Clallam County such as roads, libraries, fire districts, ports, hospitals and emergency management.
2. DNR manages those certain state forest lands in trust for the benefit of Clallam County and the taxing districts within Clallam County. These beneficiaries are given most of the revenue from timber sales and other revenue-producing activities.
3. Clallam County, along with benefiting taxing districts within the County, are interested in forming an advisory group to share information and input regarding timber management and the resulting revenue distribution.
4. The County finds that such an advisory committee would be in the best interest of the County, the benefiting taxing districts within the County, and the community.
5. Clallam County Fire District 4 notified the Clerk that they would like appoint Daniel Peacock as the alternate representative.
6. Commissioner Johnson, Vice Chair of RAC supports the appointment.

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

1. **Daniel Peacock** is appointed as the Clallam Fire District 4 alternate representative for a term expiring December 31, 2026.

PASSED AND ADOPTED this 20th day of January 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

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JAN 12 2026



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: 1-12-26

REGULAR AGENDA Meeting Date: 1-20-26

Item summary:

- Call for Hearing
- Resolution
- Draft Ordinance
- Contract/Agreement/MOU - Contract #
- Proclamation
- Final Ordinance
- Budget Item
- Other – For and Against Committees

Documents exempt from public disclosure attached:

Executive summary:

On December 22, 2025, the Charter Review Commission approved resolution CRC2025-005 proposing Charter amendments regarding Voters’ Pamphlet. The Clerk of the Board filed the coversheet and Resolution with the Clallam County Auditor on December 29, 2025.

For each measure from a jurisdiction that is included in the Local Voters’ Pamphlet, the legislative authority of that jurisdiction shall formally appoint, by the statutory deadline, committees “For” and “Against” the measure.

The jurisdiction shall appoint persons known to favor the measure to serve on the “For” committee and shall appoint persons known to oppose the measure to serve on the “Against” committee. An email address is required for each committee appointed for correspondence with the Elections Division.

Each committee shall consist of not more than three members; however, a committee may seek the advice of any other person or persons.

If such persons are not immediately known, the jurisdiction is encouraged to employ some formal means of notifying the public that members of the “For” and “Against” committees are being sought. The jurisdiction is responsible for providing committee members with copies of instructions, specifications, and deadlines for all statements.

The committees are solely responsible for submitting their statements to the Elections Division.

Recommended action: (Does the Board need to act? If so, what is the department’s recommendation?)
Authorize the Clerk to forward the “For” and “Against” form to the Clallam County Auditor.

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

Name of Department/Employee/Stakeholder attending meeting: Board of Commissioners

* Work Session Meeting - Submit 1 single sided/not stapled copy For and Against Committee Voters Pamphlet 1-20-26
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Committee “For” and “Against” Appointment Form

Name of Jurisdiction/Proposition No.: Board of Commissioners - Clallam County Charter Review Commission

Jurisdiction Contact Name: Loni Gores - Clerk of Board of Commissioners and Charter Review Commission

Email: loni.gores@clallamcountywa.gov

Phone: 360-417-2256

Jurisdiction’s responsibility:

1. Submit completed form to Clallam County Elections Division on or before the resolution submittal deadline: elections@clallamcountywa.gov
2. Provide committee members with statement submission requirements and deadlines. (Requirements and deadlines can be found in the Elections Guide for Jurisdictions and Candidates.)

Questions? Call (360) 417-2217

“For” Committee (1-3 members)	
*1st Committee Member:	
Name	Ron Richards
Email	[REDACTED]
Phone	[REDACTED]
Website	N/A
2nd Committee Member:	
Name	Denise McBride [REDACTED]
Email	[REDACTED]
3rd Committee Member:	
Name	
Email	

“Against” Committee (1-3 members)	
*1st Committee Member:	
Name	Jim Stoffer
Email	[REDACTED]
Phone	[REDACTED]
Website	N/A
2nd Committee Member:	
Name	
Email	
3rd Committee Member:	
Name	
Email	

**1st Committee Member must provide at least one method of contact, which will be published in the voters’ guide/pamphlet.*

2025
Clallam County Charter Review Commission

Resolution Number 5

Proposed Charter Amendment Requiring Printing of the Full Text of Proposed
Charter Amendments in the Local Voters' Pamphlet

The Clallam County Charter Review Commission elected by the voters of Clallam County for the year 2025 finds that:

1. RCW 29A.32.210 requires each county auditor to print and distribute a local voters' pamphlet that provides information on all measures appearing on ballots within that county and specifies that "The format of any local voters' pamphlet shall, whenever applicable, comply with the provisions of this chapter regarding the publication of the state candidates' and voters' pamphlets.
2. RCW 29A.32.070(10) requires that the state voters' pamphlet contain the full text of each statewide measure on the ballot.
3. RCW 29A.32.241 requires that the "local voters' pamphlet shall include but not be limited to . . . the text of each measure. . ."
4. The Clallam County Auditor has not always included the full text of proposed Charter amendments in the local voters' pamphlet, and the Prosecuting Attorney has opined that the full text need not be included in the local voters' pamphlet, just the text.
5. The difference in the meaning of "the full text" and the "text" is too vague to be certain that the voters of Clallam County will always be appropriately apprised of the meaning of proposed Charter amendments.
6. Rather than risk a proposed Charter amendment adopted by the voters of Clallam County being adjudged void for failure of the full text of the amendment having been printed in the local voters' pamphlet; and because the voters of Clallam County deserve the same opportunity to consider the terms of proposed charter amendments that the voters of the State of Washington have to consider the terms of proposed statewide initiatives; and to give effect of the terms of RCW 29A.32.210 that "the format of any local voters' pamphlet shall, whenever applicable, comply with the provisions of this chapter regarding the publication of the state candidates' and voters' pamphlets"; and to give effect to the terms of RCW 29A.32.241 that requires the "local voters' pamphlet shall include but not be limited to . . . the text of each measure. . ."; and to err on the side of caution, it is best that the Clallam County Charter be amended to explicitly require the full text of any proposed Charter amendment be printed in the local voters' pamphlet.

Therefore, the 2025 Clallam County Charter Review Commission hereby proposes that Section 11.20: Charter Amendment and Repeal, 11.20.10: General Provisions, of the Clallam County Charter be amended to read as follows:

Charter amendments may be proposed by the Commission, the County Commissioners or by the public. Any proposed Charter amendment shall be filed and registered by the Auditor and submitted to the voters at the next statewide general election occurring at least 90 days after registration of the proposed amendment by the Auditor. If more than one amendment is submitted on the same ballot, they shall be submitted in such a manner that the people may vote for or against the amendments separately; provided that an amendment which embraces a single or interrelated subject may be submitted as a single proposition even though it is composed of changes to one or more Articles. The full text of any proposed Charter amendment shall be printed in the local voters' pamphlet.

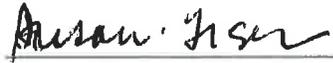
If a proposed amendment is approved by a majority of the voters voting on the issue, it shall be effective 10 days after the results of the election are certified unless a later date is specified in the petition or ordinance proposing the amendment. Any implementing ordinance required by any Charter amendment shall be enacted by the County Commissioners within 180 days after the amendment is effective, unless the amendment provides otherwise.

Any language in double parentheses with a line through it is existing Clallam County Charter language and will be taken out of the Charter if this measure is approved by voters. Any underlined language does not appear in current Clallam County Charter language but will be added to the Charter if this measure is approved by voters.

Further, the 2025 Clallam County Charter Review Commission, pursuant to Article XI, Sub-Sections 11.20.10 and 11.20.20 of the Clallam County Charter, and Clallam County Code Section 37.10.020, calls for:

1. The Clerk of the 2025 Charter Review Commission to cause this Resolution and the Charter amendment hereby proposed, and five copies of the same, to be filed with and registered by the Clallam County Auditor, along with the Resolution Coversheet required by the Clallam County Auditor; and
2. For the Charter amendment hereby proposed to be submitted to the voters at the next statewide general election occurring at least 90 days after registration of the proposed amendment by the Auditor.

This Resolution is passed and approved on this 22nd day of December, 2025, by the 2025 Clallam County Charter Review Commission.


Susan Fisch, District 1 Commissioner, Chair

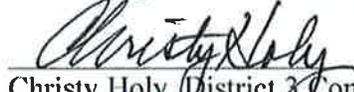

Bill Benedict, District 1 Commissioner


Ron Cameron, District 2 Commissioner

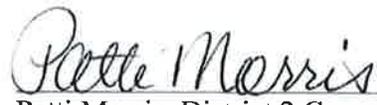

Alex Fane, District 1 Commissioner


Rod Fleck, District 3 Commissioner


Mark Hodgson, District 3 Commissioner


Christy Holy, District 3 Commissioner


James D. Stoffer
District 1 Commissioner


Patti Morris, District 2 Commissioner


Chris Noble, District 2 Commissioner

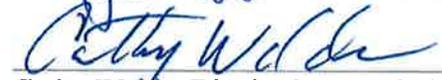

Paul Pickett, District 2 Commissioner


Ron Richards, District 2 Commissioner


Nina Sarmiento, District 3 Commissioner


Jim Stoffer, District 1 Commissioner


Jeff Tozzer, District 1 Commissioner


Cathy Walde, District 3 Commissioner

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AGENDA ITEM SUMMARY JAN 12 2026
(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION **Meeting Date: 1/12/26**

REGULAR AGENDA **Meeting Date:**

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 – Update only

Documents exempt from public disclosure attached:

Executive summary:

Legislative Session Update:

The purpose of this discussion will be to regularly review Clallam County's priorities, projects and programs that require support from the Washington State Legislature and to plan and coordinate our individual and collective outreach efforts. We envision this to be a standing weekly agenda item throughout the term of this current Legislative session.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

* 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)

Legislative update 1-12-26
Revised: 3-04-2019