



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
www.jeffersoncountypublichealth.org

July 14, 2014

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Phillip Morley, County Administrator

**FROM:** Tami Pokorny, Environmental Health Specialist II

**DATE:**

**SUBJECT:** **Agenda Request:** Conservation Futures Project Agreement for the Tarboo Forest Conservation Project \$334,000 Jefferson Land Trust

#### STATEMENT OF ISSUE:

On June 25, 2012 and July 15, 2013 the BoCC passed resolutions to award conservation futures funds to the Tarboo Forest Conservation Project (No. 41-12 and 31-13). Staff requests approval of an agreement with the sponsor, the Jefferson Land Trust (JLT), to implement this project.

#### ANALYSIS/STRATEGIC GOALS:

Together, the resolutions authorize the use of up to \$334,000 in conservation futures funds for the Tarboo Forest Conservation Project Phases I (\$167,000) and II (\$167,000) to support the acquisition of two conservation easements to be held by JLT. Requests for relatively minor changes to the project are summarized below:

Request	Acreage Before (CF Application)	Acreage After (Project Agreement)
Remove 0.5 acres from the Leopold-Freeman (match) conservation easement	158 acres according to estimate of acreage at time of application	Appraisal states, "Approximately 158.5 acres..."
Remove 0.1 acres <i>and</i> add new 2-acre parcel to the Northwest Watershed Institute (subject) conservation easement	78 acres	79.9 acres

COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
MAIN: 360385-9400  
FAX: 360-385-9401

**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: 360385-9444  
FAX: 360379-4487

**FISCAL IMPACT:**

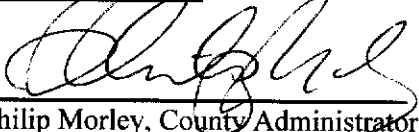
The explicit purpose of the Conservation Futures Fund and Program is to contribute funding towards projects that support a system of public open spaces. There is no impact to the General Fund for this effort. The sponsor requests to shift a portion of the match value from cash to conservation easement value as follows:

<b>Request</b>	<b>Match Before (CF Application) Total: \$420,035</b>	<b>Match After (Project Agreement) Total: \$420,035</b>
Leopold-Freeman (match) conservation easement	\$275,000 – conservation easement value based on estimate	\$329,035 – conservation easement value (actual appraised value was \$1,120,000)
NWI (subject) conservation easement	\$91,000 – in conservation easement value \$53,535 – cash for acquisition related costs \$500 – cash for O & M signage	\$91,000 – conservation easement value

**RECOMMENDATION:**

Staff recommends that the BOCC approve this agreement with Jefferson Land Trust for the Tarboo Forest Conservation Project.

**REVIEWED BY:**

  
Philip Morley, County Administrator

7/23/14  
Date

**JEFFERSON COUNTY CONSERVATION FUTURES PROGRAM  
PROJECT AGREEMENT**

**Project Sponsor:** Jefferson Land Trust

**Project Title:** Tarboo Forest Conservation Project – Phases I and II

**Project Number:** 2013JLTTFo

**Approval:** Resolution No. 41-12 on June 25, 2012 and 31-13 on July 15, 2013

**A. Parties to the Agreement**

This Project Grant Agreement (Agreement) is entered into between County of Jefferson (County), PO Box 1220, Port Townsend, Washington 98368 and Jefferson Land Trust (Sponsor), 1033 Lawrence Street, Port Townsend, WA 98368, and shall be binding upon the agents and all persons acting by or through the parties.

**B. Purpose of the Agreement**

This Agreement sets out the terms and conditions by which a grant is made through the Jefferson County Conservation Futures Fund. The grant is administered by Jefferson County Environmental Health for the Sponsor for the project named above.

**C. Description of Project**

The subject Project is described in the attached 2012 Conservation Futures Application (**Appendix A**) and 2013 Conservation Futures Application (**Appendix B**) for the Tarboo Forest Conservation Project Phases I and II to the Conservation Futures Fund (“CFF”) from Jefferson County in an amount not to exceed \$334,000 (Phase I: \$167,000; Phase II: \$167,000). That sum will be used towards the purchase of an amended and restated conservation easement on the real property known in the records of the Jefferson County Assessor as Parcel Numbers (APN) 801321016, 801294002, and (new) 801332002. The matching parcels are APNs 801291002 and 801204006.

The amended and restated conservation easement (**Appendix C**) will add nearly 80 acres to the Tarboo Wildlife Preserve by permanently protecting the forestlands for sustainable, selective forestry, restoration of old growth forest habitats, and environmental education. Further, the conservation easement will prohibit residential development, protect the standing timber volume on the property as determined by the 2010 Cronin Timber Cruise (Appendix B pp. 111-112), and require that any harvest is less than 75% of annual growth. The easement Grantor is Northwest Watershed Institute (NWI) in favor of Jefferson Land Trust. NWI purchased a two-acre parcel (APN 801332003) in May of 2014 to expand the easement beyond the original boundary but, due to an encroachment issue, is also excluding approximately 0.1 acres from the easement on parcel APN 801294002 (**Appendix D**). A conservation easement on the 158.5-acre match property (APNs 801291002 and 801204006) was acquired by Jefferson Land Trust on December 17, 2013 (AFN #581228). Appendix C also references a minor change to the boundary of parcel APN 801291002. The appraised value of matching properties (**Appendices B p. 25 and E**) will supply the entire match as shown in Section F and no additional evidence of match for acquisition or O & M costs is required (**Appendix F**).

**D. Term of Agreement**

The Project Sponsor’s on-going obligation for the above project funded by this Agreement is to provide maintenance of the site or facility to serve the purpose for which it was intended in perpetuity unless otherwise identified in this Agreement.

**E. Period of Performance**

The Project reimbursement period for acquisition expenses shall begin on June 25, 2012. The Project reimbursement period for acquisition expenses will end on July 15, 2016 unless proof of match is

provided prior to this date. No expenditure made before June 25, 2012 is eligible for reimbursement unless incorporated by written amendment into this Agreement.

**F. Project Funding**

The total grant award provided by the Conservation Futures Fund (CFF) for the Project shall not exceed \$334,000.00 and Jefferson County CFF shall not pay any amount beyond that approved herein for funding of the Project. The Sponsor shall be responsible for all total costs for the Project that exceeds \$754,035 (total project cost equal to Phase I: \$376,000 plus Phase II: \$378,035). In no event will the CFF funds expended for this purchase exceed forty-four percent (44%) of the overall acquisition cost of the conservation easement. This Project is eligible for reimbursement of project expenditures as described in the Jefferson County Conservation Futures Program Manual for the 2013 Funding Cycle.

The contribution by the Sponsor toward work on the Project at a minimum shall be as indicated below. The contribution by the County toward work on the Project is described immediately above and in "C" above.

<b>Acquisition and O &amp; M Costs</b>	<b>Percentage</b>	<b>Dollar Amount</b>
Conservation Futures – Tarboo Forest Conservation Project Easement	44%	\$334,000
Project Sponsor	56%	\$420,035
Total Project Cost	100%	\$754,035

**G. Unexpended Project Allocations**

Should unexpended Project allocations, including, but not limited to project completion at less than the estimated cost or, alternatively, the abandonment of the Project occur, then the Sponsor shall notify the County. The Project Sponsor and the Jefferson County CFF shall benefit pro rata from any reduction in final Project allocations (expenses) for this Project from the sums listed in Section F above, meaning, for example, if the final Project allocation is \$50,000 less than the amount listed in Section F above, the contribution of the Jefferson County CFF shall be reduced by 44% of \$50,000 or \$22,000.

**H. Rights and Obligations**

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Applications and Jefferson County Conservation Futures Program Manual for the 2013 Funding Cycle, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Jefferson Board of County Commissioners.

**I. Indemnification**

Sponsor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Sponsor.

**J. Insurance**

The Sponsor shall secure and maintain in force throughout the duration of this contract:

1. Worker's compensation and employer's liability insurance as required by the State of Washington.

2. Comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate in connection with the Sponsor's performance of this Agreement.
3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability converge for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence.
4. Sponsor shall provide all required proofs of insurance to the County in care of, Contracts Manager at Jefferson County Public Health, 615 Sheridan St. Port Townsend, WA 98368.

**K. Independent Contractor**

The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor. The Contractor shall not sublet or assign any of the services covered by this contract without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

**L. Ownership and Use of Documents**

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

**M. Compliance with Applicable Statutes, Rules, and Jefferson County Policies**

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated herein by this reference as if fully set forth.

**N. Sponsor's Accounting Books and Records**

The Sponsor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this contract. The Sponsor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after the date of the final payment to Sponsor. Copies shall be made available upon request.

**O. Licensing, Accreditation and Registration**

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this contract.

**P. Disputes**

Except as otherwise provided in this contract, when a bona fide dispute arises between Jefferson County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator assigned by or associated with Jefferson County District Court. Either party's request for a dispute hearing must be in writing and clearly state:

- a. the disputed issue(s),
- b. the relative positions of the parties, and
- c. the Sponsor's name, address and Agency contact number

These requests must be mailed to the Project Manager, Jefferson County Environmental Health Department, 615 Sheridan St., Port Townsend, WA 98368, within fifteen (15) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The parties will split evenly the cost of mediation or whatever form of dispute resolution is used.

**Q. Termination for funding**

Jefferson County may unilaterally terminate this contract in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this contract.

**R. Termination for Convenience**

The County reserves the right to terminate this agreement at any time by giving ten (10) days written notice to the Sponsor.

**S. Assignment**

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this agreement without the express written consent of the County.

**S. Non-Waiver.**

Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

**T. County Does Not Assume Additional Duties**

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

**U. Agreement Representatives**

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Sponsor Contact  
 Sarah Spaeth, Executive Director  
 Jefferson Land Trust  
 1033 Lawrence St.  
 Port Townsend, WA 98368

Conservation Futures Program Contact  
 Jefferson County Environmental  
 Health – Conservation Futures  
 615 Sheridan Street  
 Port Townsend, WA 98368

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**V. Entire Agreement/Severability**

This agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties. If any part of this Agreement is ruled or adjudicated to be unlawful or void, all other sections of this Agreement shall continue to have full force and effect.

**W. Effective Date**

This agreement, for the Tarboo Forest Conservation Project – Phase I and II shall be effective upon signing by all parties.

**X. Venue:**

Venue for any litigation arising from this Project Agreement shall be only in the Superior Court In and for Jefferson County. Each party to this agreement shall be responsible for their litigation costs, including attorney's fees.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

By \_\_\_\_\_  
John Austin, Chair  
Jefferson Board of County Commissioners

By Sarah Spaeth  
Sarah Spaeth, Executive Director  
Jefferson Land Trust

Attested:

\_\_\_\_\_  
Erin Lundgren, Clerk of the Board

Approved as to form 7/10/14  
David Alvarez  
David Alvarez, Chief Civil DPA



3407 Eddy Street | Port Townsend, Washington 98368  
voice 360.385.6786 fax 360.385.2839  
email peter@nwwatershed.org | www.nwwatershed.org

May 27, 2014

Tami Pokorny  
Jefferson County Dept. of Environmental Health  
621 Sheridan St.  
Port Townsend, WA 98368 [by email to TPokorny@co.jefferson.wa.us]

Dear Ms. Pokorny,

Northwest Watershed Institute (NWI) is requesting approval from Jefferson County to make minor modifications to the property boundaries to be encumbered by the proposed conservation easements for the Tarboo Forest project, proposed for funding in part by Jefferson County Conservation Futures grants. The project applicant is NWI, project sponsor is Jefferson Land Trust (JLT), and the project was approved for funding in 2012 and 2013 by the county commissioners.

#### **MATCH PROPERTY**

"Carl's Forest", the match conservation easement, was already reviewed and approved by Jefferson County and then recorded in December of 2013. The original grant proposal committed to protect 158 acres comprising adjoining 40 and 80 acre parcels. The only change made from the original proposal was that 0.5 acres were reserved from the easement east of Old Tarboo Road due to an unresolved timber trespass encroachment. In addition, the original estimate of acreage to be protected was probably conservative; the appraisal notes that even with the 0.5 acres removed, the recorded conservation easement "encumbers approximately 158.5 acres of the 159 acre property". Thus, the project will protect approximately .5 acres more than the 158 acres stated in the grant proposal.

The change to the legal description is in bold below and shown on the attached map-

Parcel 801291002

The West ½ of the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 29, Township 28 North, Range 1 West, W.M., Jefferson County, Washington;

EXCEPTING THEREFROM Old Tarboo Lake Road.

**ALSO EXCEPTING THEREFROM that part of the West 1/2 of the Northeast 1/4 of Section 29, Township 28 North, Range 1 West, W.M. Jefferson County, Washington, lying and being East of the centerline of Old Tarboo Road.**

Situate in the County of Jefferson, State of Washington.  
Parcel 801204006



The Southwest ¼ of the Southeast ¼ of Section 20, Township 28 North, Range 1 West, W.M., Jefferson County, Washington;

EXCEPTING THEREFROM that portion conveyed to Jefferson County for Griffith (CRP #86) County Road under Auditor's File No. 112791.

Situate in the County of Jefferson, State of Washington.

### **NWI PROPERTY**

The grant applications proposed to encumber a total of 78 acres of forestland owned by NWI by conservation easement (by amending and restating a conservation easement held by Jefferson Land Trust that currently protects the adjoining Tarboo Wildlife Preserve). NWI now proposes two minor changes to the Tarboo forest proposal- to 1) remove approximately 0.1 acres from the proposed easement east of Jones Road due to encroachment by the neighbors in this area, and 2) encumber under easement an adjoining two acre parcel. NWI purchased this parcel in May of 2014 to protect against possible encroachment problems if the parcel were to be developed in the future as well as to protect and restore forestland on the parcel itself. Thus, the project will conserve approximately 79.9 acres under easement rather than the 78 acres proposed in the grant.

Changes to the legal description are in bold and in attached map-

PARCEL 11 *[as to be described in the amended conservation easement]:*

THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, SECTION 29; AND THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 32; EXCEPTING THEREFROM OLD TARBOO ROAD AND DABOB ROAD; **ALSO EXCEPTING THEREFORM THAT SLIVER OF LAND WITHIN THE SOUTHEAST ¼ OF THE SOUTHEAST 1/4, SECTION 29, LYING AND BEING TO THE SOUTH AND EAST OF OLD TARBOO ROAD AS IT CURRENTLY EXISTS (ALSO KNOWN AS JONES ROAD);** ALL IN TOWNSHIP 28 NORTH, RANGE 1 WEST, W.M., JEFFERSON COUNTY, WASHINGTON.

PARCEL 12 *[the two acre parcel added to the easement]:*

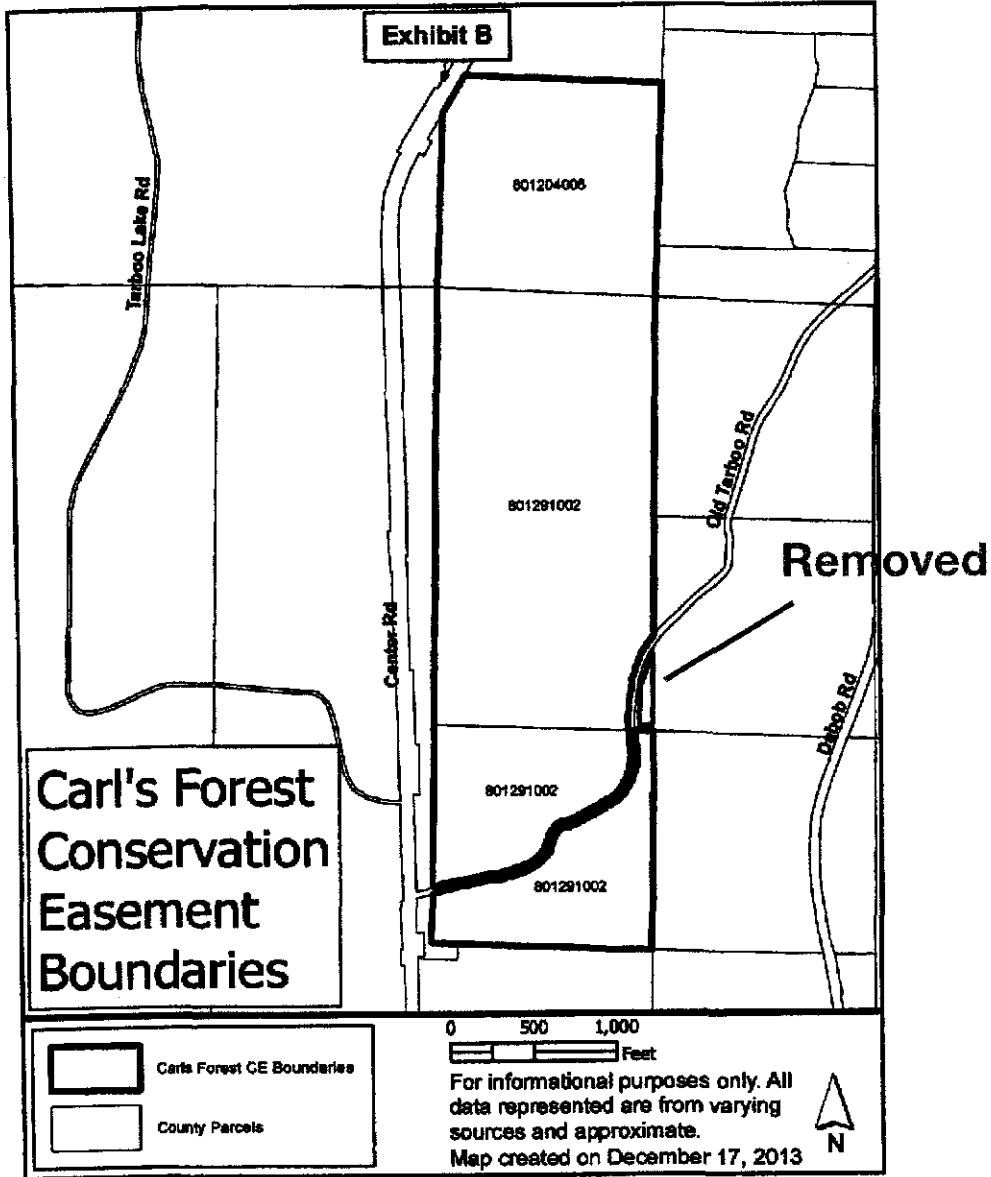
**THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 33 IN TOWNSHIP 28 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, LYING WEST OF THE ROAD, JEFFERSON COUTY, WASHINGTON.**

Please let me know if these changes are acceptable as NWI and JLT work to finalize the full easement for your review in the near future.

Sincerely,

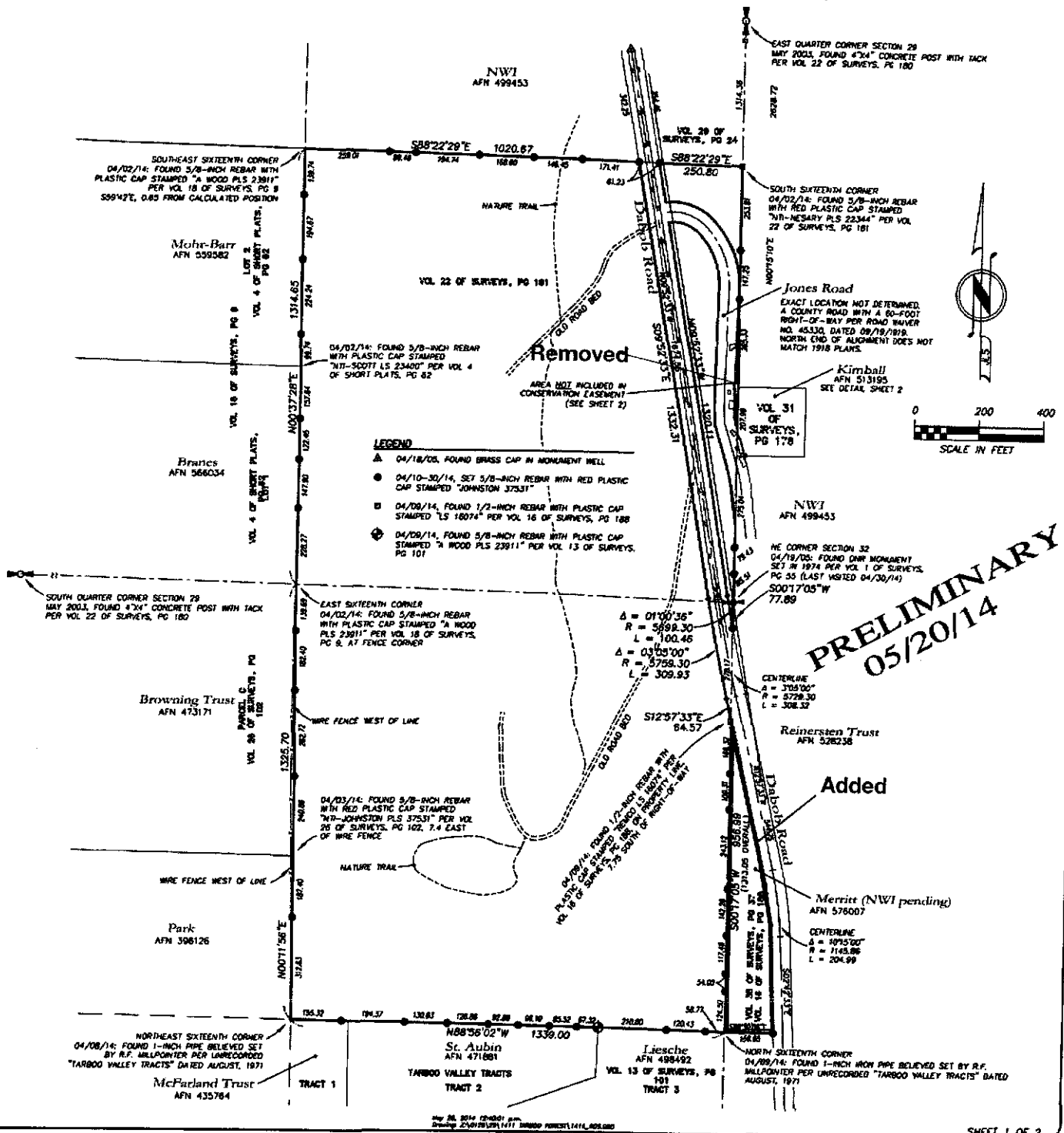


Peter Bahls  
Director



# Tarboo Forest Conservation Easement Survey

located in the Southeast Quarter of the Southeast Quarter of Section 29  
and the Northeast Quarter of the Northeast Quarter of Section 32,  
Township 28 North, Range 1 West, W.M., Jefferson County, Washington



A SURVEY IN SECTIONS 29 & 32, TOWNSHIP 28 NORTH,  
RANGE 1 WEST, W.M., JEFFERSON COUNTY,  
WASHINGTON



**JOHNSTON**  
Land Surveying

540 West Eighth Street, Port Angeles, WA 98362  
360.385.2506 office, 360.452.0238 fax  
www.johnstonlandsurveying.com

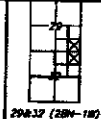
DATE: 02/14/14  
SCALE: 1" = 200'  
DRAWN BY: RWJ  
PLAT CHECKED BY: PJP  
SHEET 1 OF 2

**SURVEYOR'S CERTIFICATE**  
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION  
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT IN THE  
REQUEST OF PETER BANKS WITH THE NORTHWEST WATERSHED INSTITUTE IN FEBRUARY,  
2014.

ROB JOHNSTON PLS 37531

**AUDITOR'S CERTIFICATE**  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014 AT  
\_\_\_\_\_ M IN BOOK \_\_\_\_\_ OF SURVEYS AT PAGE \_\_\_\_\_  
AT THE REQUEST OF JOHNSTON LAND SURVEYING

JEFFERSON COUNTY AUDITOR AUDITOR'S FILE NO.



29&32 (28N-18W)



3407 Eddy Street | Port Townsend, Washington 98368  
 voice 360.385.6786 fax 360.385.2839  
 email peter@nwwatershed.org | www.nwwatershed.org

June 2, 2014

Tami Pokorny  
 Jefferson County Dept. of Environmental Health  
 621 Sheridan St.  
 Port Townsend, WA 98368 [by email to TPokorny@co.jefferson.wa.us]

Dear Ms. Pokorny,

Northwest Watershed Institute (NWI) is requesting approval from Jefferson County to make changes to the source of the matching funds for the Tarboo Forest project, proposed for funding in part by Jefferson County Conservation Futures grants.

The original budget proposed for Phase I and II of the project is detailed on Page 5 of the 2013 grant proposal and is attached. In that proposal, the match was split relatively equally between both phases. The bulk of the match was conservation easement land value from both the NWI and Leopold-Freeman properties as well as \$53,535 in acquisition related costs.

Because the actual values of the conservation easements determined by 2014 appraisals exceeded match requirements, NWI is proposing additional easement value be used as match instead of acquisition related expenses. The main purpose is to reduce paperwork by NWI and Jefferson County in dealing with reimbursement. Note that the appraisal for the Leopold-Freeman easement includes consideration for the one-half acre removed from the easement. While the appraisal of the NWI easement does not include the minor loss for 0.1 acres removed or the minor gain for 2 acres added, note that the appraised easement value came in higher than proposed. After the JCCF payment of \$334,000 toward the easement value, this still leaves \$223,250 in potential match, of which \$91,000 is committed here as originally proposed.

	Original CE preliminary opinion of value	Actual CE value based on 2014 appraisals	Original proposed match	New Proposed match
NWI 80 acres	425,000	557,250	91,000	91,000
Leopold-Freeman Forests LLC	275,000	1,120,000	275,000	328,535
Acquisition-related costs	53,535	53,535	53,535	0

Sincerely,

Peter Bahls  
 Director

<b>TOTAL PROJECT - PHASE I and PHASE II</b>			
<b>Item</b>	<b>JCCF Request</b>	<b>Match</b>	<b>Total Cost</b>
Total Appraised Value of Conservation Easements			
NW1 80 acres - <b>\$425,000</b>	334,000	91,000	425,000
Leopold-Freeman Forests LLC 160 acres - <b>\$275,000</b>		275,000	275,000
Acquisition Related Costs:			
Two appraisals		10,000	10,000
Staff Time (Limited to 5% of Total Proj. Cost)		20,000	20,000
Legal Fees - prepare CE		7,000	7,000
Excise Tax		4,450	4,450
Recording Fees		150	150
Settlement Fees		981	981
Title Insurance		954	954
Survey - property boundaries		10,000	10,000
Total of Acquisition Related Costs		53,535	53,535
O&M Costs - signage		500	500
<b>Total Project Costs</b>	<b>334,000</b>	<b>420,035</b>	<b>754,035</b>
Percent of total	44%	56%	100%

**PHASED PROPOSAL**

<b>Item</b>	<b>JCCF Request</b>	<b>Match</b>	<b>Total Cost</b>
Phase I 2012 - one year committed funds			
NW1 - 40 N	167,000	38,000	205,000
Leopold Freeman - 40 N		70,000	70,000
Leopold Freeman - 40 S		75,000	75,000
Acquisition related costs		26,000	26,000
O&M Costs - signage		500	500
<b>Phase I Project Costs</b>	<b>167,000</b>	<b>209,500</b>	<b>376,000</b>
Percent of Total	44%	56%	100%
Phase II 2013 - a new request			
NW1 - 40 S	167,000	53,000	220,000
Leopold Freeman - 80		130,000	130,000
Acquisition related costs		27,535	27,535
O&M Costs - signage		500	500
<b>Phase II Project Costs</b>	<b>167,000</b>	<b>211,035</b>	<b>378,035</b>
Percent of Total	44%	56%	100%

cc: PH  
Treas. } 7.2.12

STATE OF WASHINGTON  
County of Jefferson

Dedication of Conservation Futures Funds to the }  
Tarboo Forest Conservation Project as Authorized }  
by and in Accordance with Jefferson County Code }  
Section 3.08.030(7) to Provide a System of Public }  
Open Spaces }

RESOLUTION NO. 41-12

*WHEREAS*, conservation futures tax levy collections, authorized under RCW 84.34.230 are an important means of retaining community character and accomplishing the open space policies and objectives of the Jefferson County Comprehensive Plan that encourage the coordinated acquisition of key open space lands for long-term protection; and

*WHEREAS*, Jefferson County is authorized by RCW 84.34.210 and 84.34.220 to acquire open space land, agricultural and timber lands as defined in RCW 84.34.220; and

*WHEREAS*, the Conservation Futures Citizen Oversight Committee has reviewed project applications for 2012 and made its funding recommendations to the Board of County Commissioners in accordance with Jefferson County Code Chapter 3.08; and

*WHEREAS*, under the provisions of the Jefferson County Conservation Futures Program, the Jefferson Land Trust, as project sponsor, requests funding towards the protection of up to 120 acres of forest land in Sec. 28, 29, and 31 T. 28N, R. 1W with Assessor's Parcel Numbers 801294002, 801291002, and 801204006 through the acquisition of one or more conservation easements; and

*WHEREAS*, the County retains enough developable land to accommodate the Tarboo Forest Conservation Project as well as the housing and employment growth that it is expected to receive, thus satisfying the requirements of Chapter 449, Laws of 2005; and

*WHEREAS*, Jefferson County considers it in the best public interest to contribute financially to this open space project.

*NOW, THEREFORE BE IT RESOLVED*, that:

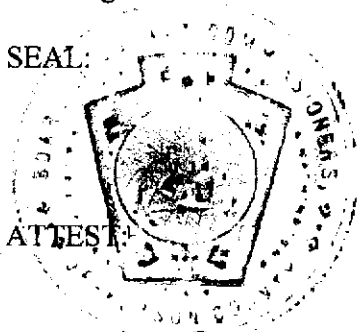
1. Jefferson County hereby dedicates up to \$167,000 in conservation futures funds for acquisition expenses contingent on a matching contribution of no less than the amount of conservation futures funds requested.

Resolution No. 41-12 re: Dedication of Conservation Futures Funds to the Tarboo Forest Conservation Project

2. This dedication of funding may be nullified if a submittal for reimbursement, accompanied by documentation of matching funds sufficient to complete the acquisition, is not received from the sponsor within three years of the signing of this resolution.

APPROVED AND ADOPTED this 25 day of JUNE, 2012 in Port Townsend, Washington.

SEAL:



ATTEST:

*Raina Randall, Deputy*  
Clerk of the Board

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

*John Austin*  
John Austin, Chair

*Phil Johnson*  
Phil Johnson, Member

*David Sullivan*  
David Sullivan, Member

cc: E.H }  
Treas. } 7.15.13

STATE OF WASHINGTON  
County of Jefferson

Dedication of Conservation Futures Funds to the }  
Tarboo Forest Conservation – Phase II project as }  
Authorized by and in Accordance with Jefferson }  
County Code Section 3.08.030(7) to Provide a }  
System of Public Open Spaces }

RESOLUTION NO. 31-13

*WHEREAS*, conservation futures tax levy collections, authorized under RCW 84.34.230 are an important means of retaining community character and accomplishing the open space policies and objectives of the Jefferson County Comprehensive Plan that encourage the coordinated acquisition of key open space lands for long-term protection; and

*WHEREAS*, Jefferson County is authorized by RCW 84.34.210 and 84.34.220 to acquire open space land, agricultural and timber lands as defined in RCW 84.34.220; and

*WHEREAS*, the Conservation Futures Citizen Oversight Committee has reviewed project applications for 2013 and made its funding recommendations to the Board of County Commissioners in accordance with Jefferson County Code Chapter 3.08; and

*WHEREAS*, under the provisions of the Jefferson County Conservation Futures Program, the Jefferson Land Trust, as project sponsor, requests funding towards the protection of up to 118 acres of forest land in Sec. 28, 29, and 31 T. 28N, R. 1W with Assessor's Parcel Numbers 801321016 and 801291002 through the acquisition of two conservation easements; and

*WHEREAS*, the County retains enough developable land to accommodate the Tarboo Forest Conservation – Phase II project as well as the housing and employment growth that it is expected to receive, thus satisfying the requirements of Chapter 449, Laws of 2005; and

*WHEREAS*, Jefferson County considers it in the best public interest to contribute financially to this open space project.

*NOW, THEREFORE BE IT RESOLVED* that:

1. Jefferson County hereby dedicates up to \$83,500 in conservation futures funds in the 2013 funding cycle and \$83,500 in conservation futures funds in the 2014 funding cycle for acquisition expenses contingent on a matching contribution of fifty-six percent (56%) of the total project cost.



Resolution No. 31-13 re: Dedication of Conservation Futures Funds to the Tarboo Forest Conservation – Phase II project

2. This dedication of funding may be nullified if a submittal for reimbursement, accompanied by documentation of matching funds sufficient to complete the acquisition, is not received from the sponsor within three years of the signing of this resolution.

APPROVED AND ADOPTED this 15<sup>th</sup> day of July, 2013 in Port Townsend, Washington.



ATTEST

*Carolyn Avery*  
Carolyn Avery  
Deputy Clerk of the Board

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

*John Austin*  
John Austin, Chair

*Phil Johnson*  
Phil Johnson, Member

*David Sullivan*  
David Sullivan, Member