

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
FROM: Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney
DATE: July 1, 2024
SUBJECT: Pleasant Harbor Master Planned Resort – First Amendment to the Future Staffing and Consulting Agreement

STATEMENT OF ISSUE:

This is a request for approval of the attached First Amendment to the Future Staffing and Consulting Agreement for the Pleasant Harbor Master Planned Resort (“PHMPR”).

In Ordinance No. 04-0604-18, the Board of County Commissioners (“Board”) approved a development agreement between the County and the developer of PHMPR and amended it in 2019. The development agreement, including all of its attachments, is about 1,000 pages long. One of the attachments is Appendix N, a Water Quality Management Plan (“WQMP”). The WQMP requires establishment of baseline water quality conditions for surface water. The WQMP also requires a set of best management practices prior to the application for the first development permit. Annual review of all the best management practices is required.

A future staffing and consulting agreement between the County and the developer was approved by the Board on June 5, 2023 as part of the resolution of a billing dispute. Section 2.10 of the Future Staffing And Consultant Agreement requires that 60 days before application for the first development permit PHMPR provide report for comment by the County that:

- Establishes the baseline water quality conditions for surface water; and,
- Lists the best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, the PHMPR will not cause a violation of water quality criteria.

The First Amendment to the Future Staffing and Consulting Agreement memorializes an agreement between the County and PHMPR that baseline water quality conditions for surface water have been established and provides a list of agreed best management practices in Appendix 1 that satisfies the requirement of the WQMP. The First Amendment to the Future Staffing and Consulting Agreement removes the 60-day requirement in Section 2.10 because it is no longer needed.

The 60-day requirement was added to the Future Staffing and Consulting Agreement to give the County sufficient time to review and comment on any report purporting to satisfy the baseline water quality and best management practices requirements. Staff, the County’s contract planner, and the County’s environmental consultants have had sufficient time to review and comment on

all data and reports submitted by PHMPR. Staff agrees that the baseline and best management practices required in the WQMP will have been met, when Appendix 1 to the First Amendment to the Future Staffing and Consulting Agreement is approved.

Removing the 60-day requirement would allow PHMPR to apply for demolition permits to remove old structures from the former campground on Blackpoint in Brannon, while the weather is favorable this year. Demolition permits are “development permits” under the Jefferson County Code. The structures to be demolished are from the former campground. These structures mostly were built in the 1970s and have gone unused for many years. Many of these structures are in poor shape and should be demolished.

Removing the 60-day requirement would not allow any construction at PHMPR, because only a preliminary plat application has been received and has not been approved, and many additional permitting steps must be completed before construction can begin.

ANALYSIS:

The report and the amended report satisfy the requirement in WQMP of establishing baseline water quality for surface water prior to application for the first development permit. Appendix 1 of the First Amendment to the Future Staffing and Consultant Agreement satisfies the best management practices requirement in the WQMP.

The original Section 2.10 of the Future Staffing and Consultant Agreement is compared below to the proposed amendment:

Section 2.10 of the Future Staffing and Consultant Agreement	
Original Language	Amendment
<u>Submission and Review of Report Required by Section VI(2) of the Water Quality Monitoring Plan.</u> PHMPR agrees to provide to JCWQ the report required by Section VI(2) of the Water Quality Monitoring Plan which satisfies the performance standards required by Section VI (8) of the Water Quality Monitoring Plan. The report will include best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, PHMPR will not cause a violation of water quality criteria. PHMPR will establish baseline conditions at least 60 days prior to submitting the first development application, as required by Section VI of the Water Quality Monitoring Plan. JCWQ shall provide comments on the report to PHMPR promptly. The format for the report	<u>Submission and Review of Report Required by Section VI(2) of the Water Quality Monitoring Plan.</u> PHMPR has provided to the environmental consultant for Jefferson County JCWQ a report dated June 5, 2024 that is required by Section VI(2) of the Water Quality Monitoring Plan, which Jefferson County’s environmental consultant agrees establishes baseline conditions for surface water as required by Section VI of the Water Quality Monitoring Plan. PHMPR and Jefferson County agree that the best management standards attached as <u>Appendix 1</u> to this Future Staffing and Consultant Agreement shall apply and satisfy the requirement in Section VI (8) of the Water Quality Monitoring Plan for a list of all best management practices to be applied so that when all appropriate combinations of individual best management practices are

Section 2.10 of the Future Staffing and Consultant Agreement	
Original Language	Amendment
shall be provided to JCWQ within 30 days after the Effective Date . JCWQ shall provide comments on the format of the report to PHMPR promptly.	utilized, PHMPR will not cause a violation of water quality criteria.

There is significant value to the County in approving the First Amendment to the Future Staffing and Consultant Agreement, including:

- Having all the best management practices listed in one place in Appendix 1 will provide a simple checklist for future compliance and will facilitate the required annual review of best management practices;
- The list of best management practices in Appendix 1 to the amendment lists more best management practices than those required for water quality;
- The amendment resolves a dispute between the County and PHMPR about interpretation of Section 2.10 of the Future Staffing and Consultant Agreement in a way that will ensure full compliance with the above requirements of the WQMP.

Accordingly, staff recommends adoption of the First Amendment to the Future Staffing and Consultant Agreement.

FISCAL IMPACT:

Adopting the First Amendment to the Future Staffing and Consultant Agreement will allow the parties to refocus on other important requirements for continuing the development process. When completed in accordance with County Code and the development agreement, PHMPR will provide a significant increase in the County's tax base and boost South County's economy.

In the short term, adopting the amendment will allow staff focused on the issues resolved by the First Amendment to the Future Staffing and Consultant Agreement to move on to other important projects, thereby increasing staff capacity.

RECOMMENDATION:

Approve and sign the First Amendment to the Future Staffing and Consultant Agreement.

REVIEWED BY:

 6/26/24
 Mark McCauley, County Administrator Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: PLEASANT HARBOR MARINA AND GOLF RESORT, LLP

Contract No: PAO-2024-05

Contract For: Amendment of Future Staffing & Consulting Agreement Term: Indefinite

COUNTY DEPARTMENT: Department of Community Development

Contact Person: Philip Hunsucker (PAO)

Contact Phone: 360-385-9129

Contact email: phunsucker@co.jefferson.wa.us

AMOUNT: N/A

Revenue: N/A

Expenditure: N/A

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: N/A

Munis Org/Obj: N/A

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐

N/A: ☒

Signature

June 26, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐

N/A: ☒

Signature

June 26, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Electronically approved as to form by PAO on 6/26/2024.

This contract was negotiated by the PAO on behalf of DCD. PAO already approved it as to form. PAO product.

**FIRST AMENDMENT TO FUTURE STAFFING AND CONSULTANT
AGREEMENT FOR THE PLEASANT HARBOR MASTER
PLANNED RESORT**

This First Amendment to the Futures Staffing and Consultant Agreement for the Pleasant Harbor Master Planned Resort (this "First Amendment") amends the Future Staffing and Consulting Agreement between Jefferson County and Pleasant Harbor Marina and Golf Resort LLP ("the Agreement") is entered into as of the effective date.

RECITALS

WHEREAS, Jefferson County and PHMPR entered into the Agreement, effective June 5, 2023; and,

WHEREAS, Section 2.10 of the Agreement requires that for surface water, "PHMPR will establish baseline conditions at least 60 days prior to submitting the first development application, as required by Section VI of the **Water Quality Monitoring Plan**; and,

WHEREAS, PHMPR's environmental consultant submitted a report to **Jefferson County** on May 21, 2024 stating that for surface water baseline conditions have been established; and,

WHEREAS, Jefferson County's environmental consultants have reviewed **PHMPR's** report and the data submitted with it on May 21, 2024 and agree with the May 21, 2024 report's conclusion that for surface water baseline conditions have been established; and,

WHEREAS, the Water Quality Management Plan, Appendix N to the development agreement ("WQMP") states:

2. Prior to the date of application of the application for the first development permit, the Resort must provide a report to the **Jefferson County Public Health's Water Quality Division (JCWQ)** of the best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, the Resort will not cause a violation of water quality criteria.

WQMP, Section IV.2; and,

WHEREAS, Section 2.10 of the Agreement requires that the required report "will include best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, **PHMPR** will not cause a violation of water quality criteria;" and,

WHEREAS, the Parties agree that the list of best management practices attached as Appendix 1 to this First Amendment satisfies the requirement in WQMP, Section IV.2; and,

WHEREAS, the purpose of the 60-day requirement in Section 2.10 of the Agreement was to give **Jefferson County** adequate time to review and comment on a report discussing the baseline and best management practices requirement; and,

WHEREAS, Jefferson County already has had adequate time to review and comment the surface water baseline and best management practices requirement; and,

WHEREAS, the Parties agree having the list of best management practices attached as Appendix 1 to this First Amendment will facilitate the annual review of best management practices required in the WQMP; and,

WHEREAS, the Parties desire to amend the Agreement to clarify that PHMPR has satisfied the requirements for establishing the baseline for surface water and the best management practices required by WQMP, Section IV.2 and, the 60-day review time is no longer needed before submitting the report to apply for a development permit; and,

NOW THEREFORE in consideration of the mutual promises and obligations in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the **Parties** agree as follows:

AMENDMENT

1. **Definitions.** Except as may have been modified in this First Amendment, the definitions in the Agreement apply to this First Amendment.

2. **Submission and Review of Report Required by Section VI(2) of the Water Quality Monitoring Plan.** Section 2.10 of the Agreement is deleted in its entirety and replaced with the following:

Submission and Review of Report Required by Section VI(2) of the Water Quality Monitoring Plan. PHMPR has provided to the environmental consultant for Jefferson County JCWQ a report dated June 5, 2024 that is required by Section VI(2) of the **Water Quality Monitoring Plan**, which Jefferson County's environmental consultant agrees establishes baseline conditions for surface water as required by Section VI of the **Water Quality Monitoring Plan**. PHMPR and Jefferson County agree that the best management standards attached as Appendix 1 to this Future Staffing and Consultant Agreement shall apply and satisfy the requirement in Section VI (8) of the **Water Quality Monitoring Plan** for a list of all best management practices to be applied so that when all appropriate combinations of individual best management practices are utilized, PHMPR will not cause a violation of water quality criteria.

3. **Conflict.** Capitalized terms used herein and not otherwise defined shall have the meanings given in the Agreement. If there is any conflict between the terms, conditions and provisions of this First Amendment and of the Agreement, the terms, conditions and provisions of this First Amendment shall prevail.

4. **Miscellaneous.** Except as expressly modified by this First Amendment, all terms, covenants and provisions of the Agreement shall remain unmodified and in full force and effect and are hereby expressly ratified and confirmed. This First Amendment reflects the entire agreement of the **Parties** with respect to amending the terms of the Agreement and this First Amendment supersedes all prior discussions and understandings regarding the amendment of the Agreement. With respect to the subject matter hereof, neither **Party** will be bound by any

understanding, agreement, promise, representation or stipulation, express or implied, not specified herein. If any of the provisions of this First Amendment be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this First Amendment shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the **Parties**.

5. **Authority.** Each **Party** represents and warrants that the person signing this First Amendment on behalf of such **Party** is authorized to execute and deliver this First Amendment and that this First Amendment will thereby become binding upon such **Party**.

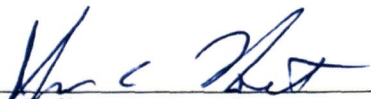
6. **Counterparts.** This First Amendment may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same document.

7. **Effective Date.** This First Amendment shall be effective on the date the last **Party** signs it.

IN WITNESS WHEREOF, the **Parties** have executed this First Amendment as of the dates written below.

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

PLEASANT HARBOR MARINA AND GOLF RESORT, LLP

 P.E.

John Holbert, Project Manager

Date: 6-24-2024

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Kate Dean, Chair

Date: _____

Greg Brotherton, Member

Date: _____

Heidi Eisenhour, Member

Date: _____

Attest:

Carolyn Gallaway,
Clerk of the Board

Date: _____

Approved as to Form:



June 24, 2024

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Date: _____

APPENDIX 1
JUNE 11, 2024 BEST MANAGEMENT PRACTICES
FOR THE PLEASANT HARBOR MASTER PLANNED RESORT
(INCLUDING THE PLEASANT HARBOR MARINA)

The following is a full list of best management practices (BMPs) PHMPR shall implement. Some BMPs are not water quality related and are included for convenience of a single document that outlines all BMPs. The Pleasant Harbor Marina and Golf Resort LLP (PHMPR) shall use the BMPs listed in this document at the Pleasant Harbor Master Planned Resort.

There are three phases in which the BMPs shall be used: Pre-construction, Construction, and Operation. Some of the BMPs apply to all three phases. Some BMPs apply to specific phases. PHMPR shall follow all of the BMPs listed in this document. Many BMPs are required by the JCC or Development Agreement (including the Appendices). References to existing BMPs is for convenience only and nothing in this list shall be construed to alter, amend or otherwise modify the requirement in the JCC or Development Agreement.

BMPs that Apply During All Phases

1. PHMPR shall comply with the requirements of all permits issued by any federal, state or local agency that require environmental sampling or BMPs to protect the environment, including but not limited to the 2010 Water Rights Certificate (Provisions) and the 2022 Superseding Water Rights Permit (Provisions).
2. PHMPR shall comply with all requirements of the applicable development regulations, including but not limited to JCC 17.80.020.
3. PHMPR shall comply with all requirements of the Development Agreement, as amended,¹ including but not limited to those in the listed in:
 - a. The Water System Plan, Appendix H to the Development Agreement;
 - b. The Wastewater Treatment Plan, Appendix I to the Development Agreement;

¹ JCC 18.40.860(4) ("Permits issued by the county after the execution of the development agreement shall be consistent with the agreement.") and JCC 17.60.060. ("Any regulated land use or development activity within the Pleasant Harbor MPR must also comply with the applicable development standards and requirements of:

(1) Conditions and requirements of Ordinance 01-0128-08;

(2) The mitigation measures required in the November 27, 2007, Final Environmental Impact Statement for the Brinnon (also referred to as the Pleasant Harbor Marina and Golf Resort) Master Planned Resort (2007 FEIS), and the Pleasant Harbor Marina and Golf Resort, Final Supplemental Environment Impact Statement December 9, 2015 (2015 FSEIS); and

(3) The terms and conditions of any development agreement entered into between Jefferson County and the developer.

Where conflicts occur between the provisions of this division and other applicable code provisions, applicable mitigation measures, or applicable provisions of a development agreement between Jefferson County and the developer, the more restrictive shall apply.")

- c. The Vegetation Management Plan, Appendix L to the Development Agreement;
 - d. The Water Quality Management Plan, Appendix N to the Development Agreement, as amended (WQMP).
 - c. The Neighborhood Water Supply Plan, Appendix O to the Development Agreement, as amended;
 - f. The Groundwater Monitoring Plan, attached as Appendix A to Neighborhood Water Supply Plan, Appendix O to the Development Agreement;
 - g. The Wildlife Management Plan, Appendix P to the Development Agreement, as amended;
 - h. The Cultural Resources Management Plan, Appendix Q to the Development Agreement;
 - i. The Tunicate Monitoring Plan, Appendix R to the Development Agreement, as revised;
 - j. The International Dark Sky Plan, Appendix S to the Development Agreement; and,
 - k. The LEED Narrative, Appendix T to the Development Agreement.
4. PHMPR shall comply with all conditions and requirements of Ordinance 01-0128-08.²
5. PHMPR shall comply with all mitigation measures required in the November 27, 2007, Final Environmental Impact Statement for the Brinnon (also referred to as the Pleasant Harbor Marina and Golf Resort) Master Planned Resort (2007 FEIS), and the Pleasant Harbor Marina and Golf Resort, Final Supplemental Environment Impact Statement December 9, 2015 (2015 FSEIS).³
6. PHMPR shall preserve Kettle B by preventing it from being used for any stormwater storage.⁴
7. For any violation of water quality criteria, PHMPR shall:
- a. Take immediate steps to correct the violation and shall remedy any impact to water quality caused by the MPR;⁵ and,

² JCC 17.60.060 (Requirements).

³ JCC 17.60.060 (Requirements).

⁴ See Section 4.1 of the Development Agreement.

⁵ Development Agreement, WQMP, Section VI.

- b. Modify existing best management practices or apply further water pollution control measures, selected or approved by the Washington Department of Ecology or JCQW, to achieve compliance with water quality criteria.⁶
- 8. PHMPR shall conduct all environmental sampling and testing pursuant to the Quality Assurance Project Plan (QAPP) dated May 21, 2024, modified to add the requirement in Section IX of the WQMP that requires that "Sampling results must be reported to JCQW immediately, but no later than within 48 hours after receipt by the Resort." QAPP, Section IX.⁷

BMPs that Apply During the Pre-Construction Phase

- 9. As required by JCC 17.80.020, the southern shoreline abutting Hood Canal has been put into a permanent conservation easement from the ordinary high water mark to 200 feet landward.⁸
- 10. Though located between these two public beaches, access to the public beaches on the trail from the Property has been prohibited and will continue to be prohibited permanently.⁹
- 11. Surface water sampling shall be conducted on a quarterly basis until construction begins for the proposed south development.¹⁰
- 12. Buffers and setbacks are required by Division II of Chapter 17 JCC or under Title 18 JCC apply to the MPR-OSR zone.¹¹ Setbacks and buffers (as well as conservation easements) will be marked and double-fenced (with a silt fences and land disturbance barrier) prior to the start of the construction phase.

BMPs that Apply During the Construction Phase

- 13. PHMPR shall provide erosion and sedimentation control during construction consistent with an approved Stormwater Permit issued by Jefferson County and a Construction Stormwater General Permit issued by the Washington Department of Ecology. Any conditions attached to either permit shall be followed and TESC measures shall be inspected regularly and maintained for the duration of construction.¹²
- 14. PHMPR shall comply with the County Stormwater Management requirements in JCC 18.30.070.¹³
- 15. The construction period work shall follow the 2019 Stormwater Management Manual for Western Washington ([SWMMWW](#)) with 2022 [errata](#), including development of project

⁶ Development Agreement, WQMP, Section VI.

⁷ Development Agreement, WQMP, Section XA.

⁸ JCC 17.80.020 (Required mitigation measures during development and operations).

⁹ See Section 4.1 of the Development Agreement.

¹⁰ From Section 5.3 of June 5, 2024 Krazaan & Associates, Inc. Report.

¹¹ JCC 17.70.010 (Open Space Reserve (MPR-OSR)).

¹² From Section 5.3 of June 5, 2024 Krazaan & Associates, Inc. Report.

¹³ See Section 8.3.1 of the Development Agreement.

specific stormwater pollution prevention planning (SWPPP) requirements of the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit (CSWGP) issued by the Washington Department of Ecology.¹⁴

16. Land clearing and grading shall be performed in accordance with the drainage report and Temporary Erosion and Sedimentation Control (TESC) Plan, dated Fall and Winter 2013 to 2014 (as may be modified by agreement of Jefferson County and PHMPR), as required for all land disturbing activities requiring a clearing and grading permit. Some items required to be in the TESC Plan may not be known during the design phase and shall be added to the TESC plan or site log book after the pre-construction meeting or as needed during construction.¹⁵
17. Surface water sampling shall occur during a monthly basis during construction and shall continue on a monthly basis after construction until modified by the County.¹⁶
18. Source control BMPs shall be established 90-days prior to close-out of the Construction Stormwater Permit issued for the MPR.¹⁷

BMPs that Apply During the Operation Phase

19. Permanent control of stormwater runoff from the MPR will be developed through selection of appropriate BMPs and other measures to reduce and control the on-site and off-site impacts of the MPR.¹⁸
20. Kettle B shall be preserved and, per Section 5 of the Development Agreement, shall be managed with the required Kettle Management Plan.

Marina Operation BMPs

21. All stormwater from impervious surfaces shall be captured and treated according to the BMPs the redevelopment of the marina. Any change in marina operations that results in additional stormwater discharges must be addressed consistently with the most current edition of the Stormwater Management Manual for Western Washington before discharge.¹⁹
22. There shall be no discharge of sewage or contaminated bilge waters at the marina.²⁰
23. Pump out facilities shall be provided and operational at all times.²¹

¹⁴ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

¹⁵ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

¹⁶ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

¹⁷ See Section 5 of the Development Agreement.

¹⁸ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

¹⁹ JCC 17.80.020 (Required mitigation measures during development and operations).

²⁰ JCC 17.80.020 (Required mitigation measures during development and operations).

²¹ JCC 17.80.020 (Required mitigation measures during development and operations).

24. Cleaning of fish or sea life shall be prohibited within the controlled access areas of the marina.²²
25. All project permits shall incorporate shellfish protection district guidelines.²³
26. The marina shall have the right to inspect any vessel moored at its docks.²⁴
27. The marina shall develop and manage an active boater education program appropriate to the marina setting to supplement any **Jefferson County** program developed as part of the shellfish protection district.²⁵
28. New or significant expansions to existing fuel storage or transfer shall be prohibited on marina floats, docks, piers, and storage lockers.²⁶
29. No storage of oily rags, open paints, or other flammable or environmentally hazardous materials except emergency equipment as approved in the emergency service MOU shall be permitted on the docks.²⁷
30. Painting, scraping, and refinishing of boats shall be limited to minor repairs when in the water, which do not result in any discharge to the waters of the harbor.²⁸
31. Any minor repairs must employ a containment barrier that prevents debris from entering the marine waters.²⁹
32. Shellfish harvesting notices and information will be available at the resort at specific locations, such as the marina, maritime village and at the conference center.³⁰
33. The marina operations shall incorporate mitigation requirements consistent with **Jefferson County's** shellfish protection plan, and shall integrate a boater education program into a marina public education plan, which shall be implemented and maintained for so long as the resort is in operation, as part of a resort habitat management plan.³¹
34. The marina operations shall collect water quality data (from state sources so long as available or from approved testing plan should the state sources move or not accurately reflect Pleasant Harbor conditions), and shall be required to participate with **Jefferson County** in an adaptive management program to eliminate, minimize, and fully mitigate any changes arising from the resort and related Pleasant Harbor or maritime village.³²

²² JCC [17.80.020](#) (Required mitigation measures during development and operations).

²³ JCC [17.80.020](#) (Required mitigation measures during development and operations).

²⁴ JCC [17.80.020](#) (Required mitigation measures during development and operations).

²⁵ JCC [17.80.020](#) (Required mitigation measures during development and operations).

²⁶ JCC [17.80.020](#) (Required mitigation measures during development and operations).

²⁷ JCC [17.80.020](#) (Required mitigation measures during development and operations).

²⁸ JCC [17.80.020](#) (Required mitigation measures during development and operations).

²⁹ JCC [17.80.020](#) (Required mitigation measures during development and operations).

³⁰ JCC [17.80.020](#) (Required mitigation measures during development and operations).

³¹ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

³² From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

35. The marina operations shall conduct ongoing monitoring and maintain an inventory regarding tunicates and other invasive species, and shall be required to participate with **Jefferson County** and state agencies in an adaptive management program to eliminate, minimize, and fully mitigate any changes arising from the resort, and related to Pleasant Harbor or the maritime village.³³
36. Runoff from the drive and parking area immediately adjacent to the Marina building will be collected in catch basins and conveyed to a StormFilter™ manhole where replaceable cartridges will provide filtration. This filtered runoff will be combined with roof runoff and drainage from behind the building retaining wall and discharged through an existing point discharge to Pleasant Harbor.³⁴
37. The Stormwater Site Plan, prepared for the Pleasant Harbor Marina in June 2013 and attached as Appendix E to the Development Agreement, describes the permanent stormwater control plan for those operations. Stormwater from the impervious asphalt surfaces enters two catch basins that drain into one manhole that is fitted with a StormFilter™. This BMP calls for an annual check and replacement of the filters per the manufacturer's specifications.³⁵

Main Resort Operation BMPs

38. PHMPR shall ensure that golf course operations comply with the best practice standards of the King County Best Management Practices for Golf Course Development and Operation (1993), or their substantial equivalent, including, but not limited to, American Golf Association standards.³⁶
39. PHMPR shall ensure that golf course and resort facilities will participate in any adaptive management programs required by **Jefferson County**, consistent with the WQMP and any changes caused by the resort operations.³⁷
40. Stormwater discharge from the golf course shall meet requirements of zero discharge into Hood Canal. To the extent necessary to achieve the goal of designing and installing stormwater management, infrastructures and techniques that allow no stormwater run-off into Hood Canal shall be used.³⁸
41. PHMPR shall ensure that golf course shall implement as a best management practice for the operation and maintenance of the golf course a requirement to maintain a log of fertilizers, pesticides and herbicides used on the MPR, and this information shall be made available to the public.³⁹

³³ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

³⁴ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

³⁵ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

³⁶ JCC 17.80.020 (Required mitigation measures during development and operations).

³⁷ JCC 17.80.020 (Required mitigation measures during development and operations).

³⁸ JCC 17.80.020 (Required mitigation measures during development and operations).

³⁹ JCC 17.80.020 (Required mitigation measures during development and operations).

42. PHMPR shall collaborate at least annually with the Climate Action Committee or its successor to calculate greenhouse gas emissions (GHGs) associated with the Pleasant Harbor MPR, and identify techniques to mitigate such emissions through sequestration and/or other acceptable methods.⁴⁰
43. In keeping with an approved landscaping and grading plan, and in order to satisfy the intent of JCC 18.15.135(6), and with special emphasis at the maritime village, the buildings in the MPR should be constructed and placed in such a way they will blend into the terrain and landscape with park-like green belts between buildings.⁴¹
44. Construction of buildings within the MPR boundaries shall strive to preserve trees that have a diameter of 10 inches or greater at breast height (dbh). An arborist will be consulted and the critical root zone shall be staked and flagged to ensure the roots and surrounding soils of significant trees are protected during construction. To the extent possible, trees of significant size (i.e., 10 inches or more in diameter at breast height (dbh)) that are removed during construction shall be made available with their root wads intact for possible use in salmon recovery projects.⁴²
45. All development within the MPR shall use the International Dark Sky Association (IDA) Zone E-1 standards within the boundaries of the Pleasant Harbor MPR.⁴³
46. PHMPR shall, at its expense, incur all costs for stewardship of the conservation easements including but not limited to removing, when appropriate, naturally fallen trees, and replanting to retain a natural visual separation of the development from U.S. Hwy 101.⁴⁴
47. For the main Resort development, source control BMPs will be selected to provide permanent (or operational) stormwater controls that comply with Minimum Requirements of the 2019 Stormwater Management Manual for Western Washington ([SWMMWW](#)) with 2022 [errata](#). For the new and replaced hard surfaces and the converted vegetation areas. These areas may include surface water runoff and infiltration to groundwater through retention swales or ponds, this is required if new development creates 5,000 square feet of impervious surfaces, or converts $\frac{3}{4}$ acres, or more, of vegetation to lawn or landscaped areas (such as the golf course).⁴⁵
48. PHMPR shall operate the MPR in accordance with the Wastewater Treatment Plan, Appendix I to the Development Agreement.⁴⁶
49. PHMPR shall operate the MPR in accordance with the Vegetation Management Plan, Appendix L to the Development Agreement.⁴⁷

⁴⁰ JCC [17.80.020](#) (Required mitigation measures during development and operations).

⁴¹ JCC [17.80.020](#) (Required mitigation measures during development and operations).

⁴² JCC [17.80.020](#) (Required mitigation measures during development and operations).

⁴³ JCC [17.80.020](#) (Required mitigation measures during development and operations).

⁴⁴ JCC [17.80.020](#) (Required mitigation measures during development and operations).

⁴⁵ From Section 5.3 of June 5, 2024 Krazan & Associates, Inc. Report.

⁴⁶ JCC [17.60.060](#) (Requirements).

⁴⁷ JCC [17.60.060](#) (Requirements).

50. PHMPR shall operate the MPR in accord with Water Quality Management Plan, Appendix N to the Development Agreement, as amended (WQMP).⁴⁸
51. PHMPR shall operate the MPR in accord with the Water Quality Monitoring Plan attached as Appendix N and the Neighborhood Water Supply Program attached as Appendix O to the Development Agreement. This includes the protection of groundwater.⁴⁹
52. PHMPR shall operate the MPR in accord with Neighborhood Water Supply Program, Appendix O to the Development Agreement.⁵⁰
53. PHMPR shall operate the MPR in accord with the Groundwater Monitoring Plan, attached as Appendix A to Neighborhood Water Supply Plan, Appendix O to the Development Agreement.⁵¹

Prior to the issuance of a certificate of occupancy, the parties shall review and modify as necessary the BMPs that apply during the operation phase. **BMPs for Annual Review and Adaptive Management**

54. The BMPs shall be reviewed annually by PHMPR.⁵² A report discussing PHMPR's annual review with any recommendations for change shall be provided to JCQW on or before January 1, of each year. JCWC shall comment on the recommendations and propose any revisions on or before March 1 of each year. JCWC and PHMPR shall agree on any modifications by March 30 of each year. If there is no agreement by March 30 of each year on proposed modifications, the parties shall submit issue for dispute resolution pursuant to this Agreement.
55. Adaptive management shall be applied during all phases⁵³ to prevent or remediate discharges from the MPR that may result in a violation of the Washington State antidegradation policy reflected in RCW [90.48.080](#), as implemented in Chapter [173-200](#) WAC for groundwater and in Chapter [173-201A](#) WAC for surface water.⁵⁴

⁴⁸ JCC [17.60.060](#) (Requirements).

⁴⁹ JCC [17.60.060](#) (Requirements).

⁵⁰ JCC [17.60.060](#) (Requirements).

⁵¹ JCC [17.60.060](#) (Requirements).

⁵² Development Agreement, WQMP, Section VI.

⁵³ JCC [17.80.020](#); Section 8.86 of the Development Agreement; and, Section II of the WQMP.

⁵⁴ JCC [17.80.020](#).