



## **WORK SESSION AGENDA**

### **BOARD OF CLALLAM COUNTY COMMISSIONERS**

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 25, 2022 – 8:00 a.m.

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

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

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

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

Public comment can be directed to the Clerk of the Board at 360-417-2256 or [Loni.Gores@clallamcountywa.gov](mailto:Loni.Gores@clallamcountywa.gov)

#### **Administration – 9 a.m.**

1. Calendar/Correspondence
2. Briefing and notice of hearing to be held Tuesday, August 16, 2022 at 10:30 a.m. for an Ordinance repealing in its entirety Clallam County Code Chapter 7.08 Massage Parlors – Public Bath Houses

Briefing and notice of hearing 

3. Agreement with OAC Services, Inc. to perform initial detailed facility design work for the Joint Public Safety Facility JPSF (2f).

Agreement 

#### **Community Development**

4. Final plat approval for Harmony Subdivision LDV2022-00001 – Rex Turner applicant

Final plat approval 

#### **Board of Commissioners**

5. Resolution appointing Steve Gray and Mark Ozias to the Solid Waste Advisory Committee

Resolution 

6. Resolution appointing Meggan Uecker to the Marine Resources Committee

Resolution 

7. Resolution appointing Rebecca “Becca” E. Larsen to the Behavioral Health Advisory Board

Resolution 

8. Resolution appointing Kenneth Reandeau to the Planning Commission

Resolution 

### **Budget**

9. Overview of American Rescue Plan Act project and expenditure report for 2nd quarter 2022

Report 

### **General Discussion/Items for Future Agendas**

- A. Housing Solutions Committee Leadership update (August 1)
- B. Small Business Development Center update (August 1)
- C. Continued Work Session – Topic TBD (August 8 at 1 p.m.)
- D. Department of Natural Resources Meeting (August 22 at 1 p.m.)
- E. Nuisance Ordinance (August 29)

### **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.



2  
7/25/22

## AGENDA ITEM SUMMARY

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

Department: Auditors office

WORK SESSION ☒ Meeting Date: 7-25-22

REGULAR AGENDA ☒ Meeting Date: 8-2-22

**Item summary:**

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

Documents exempt from public disclosure attached: ☐

**Executive summary:**

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.08 Massage Parlors – Public Bath Houses needs repealed.

Review Ordinance and request a call for hearing to be held Tuesday, August 16, 2022 at 10:30 a.m.

**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?)

To continue the effort to keep the Clallam County Code up to date, the code section relating to Chapter 7.08 Massage Parlors – Public Bath Houses needs repealed.

Review Ordinance and request a call for hearing to be held Tuesday, August 16, 2022 at 10:30 a.m.

County Official signature & print name:  Loni Gores, Clerk

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Shoona Riggs and Tomi Elliott – Auditor's Office and Elizabeth Stanley – Prosecuting Attorney's Office

**Relevant Departments:** Board of Commissioners, Auditor's Office and Prosecuting Attorney's Office

**Date submitted:** July 8, 2022

\* 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)

Code Chapter 7.08 massage parlors  
Revised: 3-04-2019

## **PUBLIC HEARING**

An ordinance repealing in its entirety  
Clallam County Code Chapter 7.08 Massage Parlors – Public Bath Houses

**NOTICE:** The Clallam County Board of Commissioners will conduct a public hearing on Tuesday August 16, 2022 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4<sup>th</sup> Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website [www.clallam.net](http://www.clallam.net) or a free copy can be mailed to you upon request.

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

**PROPONENT:** Clallam County Board of Commissioners  
223 East 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362-3015  
Telephone: 360.417.2233

**FORMAL IDENTIFICATION:** Clallam County Code Chapter 7.08 – Massage Parlors – Public Bath Houses

### **SUMMARY OF PROPOSED CHANGES:**

7.08.010 Definitions - Hereby repealed in its entirety  
7.08.020 License required - Hereby repealed in its entirety  
7.08.030 Advertising by unlicensed person- Hereby repealed in its entirety  
7.08.040 Exemptions - Hereby repealed in its entirety  
7.08.050 License application - Hereby repealed in its entirety  
7.08.060 License fee - Hereby repealed in its entirety  
7.08.070 Inspection - Hereby repealed in its entirety  
7.08.080 Proper conduct required - Hereby repealed in its entirety  
7.08.090 Penalty - Hereby repealed in its entirety  
7.08.100 Severability - Hereby repealed in its entirety  
7.08.110 Effective date - Hereby repealed in its entirety

Publish: August 5, 2022

Bill: Board of Commissioners

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

Ordinance \_\_\_\_\_

An ordinance repealing in its entirety  
Chapter 7.08 Massage Parlors – Public Bath Houses

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

**Section 7.08.010, Definitions, is amended to read as follows:**

~~— (1) “Massage” means the treatment of the superficial parts of the body with or without the aid of soaps, oils or lotions by rubbing, touching, stroking, tapping and kneading, provided no attempt be made to adjust or manipulate the articulations of the spine.~~

~~— (2) “Massage operator” means a person engaged in the practice of massage.~~

~~— (3) “Massage business” means the operation of a business where massages are given.~~

Hereby repealed in its entirety

**Section 7.08.020, License required, is amended to read as follows:**

~~No person shall engage in or hold themselves out as engaged in the practice of massage without a massage operator’s license issued by Clallam County.~~

Hereby repealed in its entirety

**Section 7.08.030, Advertising by unlicensed person, is amended to read as follows:**

~~It shall be unlawful to advertise the practice of massage by a person not licensed by the County.~~

Hereby repealed in its entirety

**Section 7.08.040, Exemptions, is amended to read as follows:**

~~This chapter does not apply to:~~

~~— (1) An individual giving massage in their home to members of their immediate family.~~

~~— (2) Persons licensed in this State to practice medicine, surgery, drugless therapy, cosmetology, barbering, physical therapy, osteopathy, osteopathy and surgery, chiropractic, podiatry, nursing, or persons working under prescription, supervision, or direction of any such person.~~

~~— (3) Massage practiced in the athletic department of any institution maintained by the public funds of the State, or any of its political subdivisions.~~

~~— (4) Massage practiced by the athletic department of any school or college accredited by the Northwest Association of Secondary and Higher Schools.~~

Hereby repealed in its entirety

**Section 7.08.050, License application, is amended to read as follows:**

~~The application for a massage parlor or operator shall be signed by the person in whose name it is taken out and shall give the names and addresses of all persons participating in the ownership and management of the business, the exact location, the number of rooms used and the nature of the massage treatments or services. No license shall be issued until a valid State license has been obtained by the applicant and proof of such valid State license is presented to the County.~~

Hereby repealed in its entirety

**Section 7.08.060, License fee, is amended to read as follows:**

~~The license fee for a massage parlor and for each individual massage operator is fixed at the sum of \$25 per annum.~~

Hereby repealed in its entirety

**Section 7.08.070, Inspection, is ~~amended to read as follows:~~**

~~Deputy Sheriffs of Clallam County and appropriate State and Federal government officials shall have free access at all times to any massage parlor when such officers are visiting the same in the performance of their duties for the purpose of investigation. It shall be unlawful for the owner, proprietor, manager or person in charge of any massage parlor to refuse admission to such Sheriff's officers or appropriate State or Federal officials.~~

Hereby repealed in its entirety

**Section 7.08.080, Proper conduct required, is ~~amended to read as follows:~~**

~~All massage parlors shall be conducted with proper regard for the persons patronizing the same. The improper conduct of any person conducting or employed in such establishment or suffered or permitted to remain therein shall be deemed sufficient cause for the suspension or revocation of the license to conduct the same.~~

Hereby repealed in its entirety

**Section 7.08.090, Penalty, is ~~amended to read as follows:~~**

~~Any person found guilty of violating any of the provisions of this chapter shall be guilty of a misdemeanor and subject to a penalty of a fine not to exceed \$250 and/or imprisonment not to exceed ninety (90) days in the County Jail.~~

Hereby repealed in its entirety

**Section 7.08.100, Severability, is ~~amended to read as follows:~~**

~~If any section, subsection, subdivision, paragraph, sentence or clause or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof.~~

Hereby repealed in its entirety

**Section 7.08.110, Effective date, is ~~amended to read as follows:~~**

~~This chapter shall become effective immediately upon signing by the Board of County Commissioners.~~

Hereby repealed in its entirety

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Bill Peach



## AGENDA ITEM SUMMARY

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

3  
7/25/22  
2f

**Department:** Sheriff

**WORK SESSION** ☒ **Meeting Date:** 07/25/22

**REGULAR AGENDA** ☒ **Meeting Date:** 07/26/22

**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 # 817-22-06 |                                      |
| <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:**

Professional Services Agreement with OAC SERVICES, INC, to perform initial detailed facility design work for the Joint Public Safety Facility (JPSF). Approval of this agreement will allow the County to formally begin Phase II, or "Detailed Design" of the JPSF Project. This agreement covers Phase 2a in the amount of \$109,993 and the work is expected to be completed in October of this year.

Included in this packet is a memorandum from the County's JPSF Project Manager providing background information regarding this project.

**Budgetary impact:**

No budget change is required. The County has allocated funding for the JPSF Project within the Parks and Facilities Capital Project fund #30501.911.

**Recommended action:**

It is recommended that the Board approve the Agreement.

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

**Name of Employee/Stakeholder attending meeting:** Sheriff Benedict and JPSF Project Manager Dale Jackson

**Relevant Departments:** Sheriff's Office, Parks and Facilities Department

**Date submitted:** 07/20/22

\* 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)



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# MEMORANDUM

18 July 2022

**Re: Information Supporting JPSF Project Appropriation Request**

**To: Clallam County Board of Commissioners**

**From: Dale Jackson, JPSF Project Manager**

**cc: William Benedict, Clallam County Sheriff  
Ron Cameron, Clallam County Undersheriff**

**ACTION REQUESTED:**

**The Clallam County / City of Port Angeles Joint Public Safety Facility (JPSF) Project is requesting that the Clallam County Board of Commissioners (CCBoC) authorize obligation of up to \$110,000 of County funds, and enter into contract with OAC, Inc. to perform initial detailed facility design work for the JPSF.** Some or all of the requested expenditure may eventually be reimbursable from the \$1.7 MM appropriated by the Washington State Legislature to support design and construction of the JPSF.<sup>1</sup> Approval of this request will allow the County to formally begin Phase II, or “Detailed Design” of the JPSF Project.

**BACKGROUND:**

In 2018, having for over a decade recognized a crucial need, Clallam County and the City of Port Angeles joined in a partnership to build infrastructure that will house important public safety facilities. The partners realized that critical public safety functions are currently housed in facilities

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<sup>1</sup> The Washington State Legislature appropriated a total of \$1.7 MM of funding under the State’s Local Community Projects program, to support design and construction of the JPSF. The funding is administered by the Washington State Department of Commerce on a reimbursement of local funds expended basis. It should also be noted that reimbursement *may* be limited to only 50% of costs incurred. However, before any funds can be disbursed, all requirements of State Executive Order 21-02 must be complied with. EO 21-02 requires a project review pursuant to the State Environmental Policy Act (SEPA) be completed, that consultation with affected Native American tribal nations be completed, and that the State Department of Archeology and Historic Preservation (DAHP) review and approve the selection of construction site. It will require 90 to 120 days to complete EO 21-02 requirements and hence reimbursement will not be available to the County until near the end of calendar 2022.

that are inadequately sized, and are likely vulnerable to destruction in the event of a major manmade or natural disaster.

To address the recognized need, the partners agreed to undertake a project to build a Joint Public Safety Facility (JPSF) that would house the County's emergency management functions, including an Emergency Operations Center (EOC) and the 911 telephone answering point and public safety dispatch facility known as PenCom Center that is operated for multiple user agencies by the City. Formal project activities began in January 2019 at which time an RFQ solicitation process resulted in selection of OAC, Inc. as best qualified to perform architectural and engineering services for the JPSF Project.

Project Phase I, known as "Preliminary Design," produced a facility conceptual design and was completed by OAC, Inc. in October 2020 at a total cost of approximately \$120,000. Project Phase II will produce a facility detailed design and construction documentation (blue prints, etc.) sufficient to solicit construction bids, and is planned to be completed in the early to mid-summer of 2023. Phase II costs are currently estimated at \$1.4 to \$1.7 MM.<sup>2</sup> Project Phase III will manage the actual construction, procurement and installation of furnishings, fixtures and equipment, and the final commissioning of the JPSF. Phase III is planned for completion in early 2025 at a cost of between \$13.8 and \$18.1 MM. Total Project costs are estimated at between \$15.2 and \$19.8 MM.<sup>3</sup> The acquisition of private property for the JPSF location that would likely add up to \$0.4MM to Phase II costs are not included in the estimates presented above.

Current planning calls for Project Phase II to be divided into two subphases, a Phase IIa covering final construction site selection and site master planning, and Phase IIb during which actual detailed design will occur. The request for a \$110,000 appropriation and contract action now before the CCBoc will fund only Phase IIa activities consisting of final construction sites selection, site environmental, geotechnical, cultural resources and SEPA evaluations, a site physical survey, and site civil engineering master planning (i.e., site layout). Assuming the requested funding is approved, Phase IIa activities are expected to be completed in October, 2022 allowing Phase IIb to begin in November 2022.<sup>4</sup>

If the requested action is approved, Project management anticipates returning to the CCBoc in early October 2022 with a request for the additional funding and contracting authority that will be

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<sup>2</sup> Total project costs presented in this paragraph and elsewhere in this memorandum are based on design and construction cost estimates that were generated during the Project's Preliminary Design phase and itemized in the October 2020 Preliminary Design Report. To arrive at the numbers reported herein, the data contained in the Preliminary Design Report was adjusted for inflation and the extraordinary increases in the cost of building materials (in some cases 100% or more) that occurred during calendar years 2020 and 2021. Given the cost fluctuations that have occurred and uncertainties they have created, the scope of work for Project Phase II will include generating a new detailed construction cost estimate to serve as a much more accurate basis for decision making prior to proceeding to Project construction activities.

<sup>3</sup> **IT IS IMPORTANT TO NOTE** that the cost estimates contained herein are dependent on whether the design of a City fire station is included in Phase II, and whether a fire station is constructed as part of Phase III. See a breakdown of project costs with and without the proposed fire station contained in Figure 1 on page 4 of this memorandum. Inclusion of the fire station in this Project adds approximately \$5 MM to total costs.

<sup>4</sup> See Figure 2, Project Schedule, on pages 5 and 6 of this memorandum.

needed to proceed with Phase IIb (\$1.3 to \$1.6 MM depending on whether a fire station is included in the full design).<sup>5</sup> By October 2022, Clallam County should know with certainty whether, and how much federal money will be available to help fund construction activities in FY 2023, allowing an informed decision to be made on whether to proceed with Phase IIb detailed design activities.

Current planning suggests that late October would also be an optimal time to acquire a site from a private owner if such acquisition is necessary. By late October, environmental and geotechnical due diligence will be complete, and review and approval of site selection by the DAHP should have occurred. Final acquisition after these actions have been completed would present the least risk to the County.<sup>6</sup>

## **ALTERNATIVES:**

JSPF Project management is unaware of any reasonable alternative that might be recommended at this time. Delaying a Phase IIa funding decision, reducing the scope of the project to reduce costs, or cancelation of the project are alternatives, but none of these are deemed reasonable. Selecting any of the three alternatives identified would cause significant project delays that in turn would result in the loss of nearly \$5 MM in State and federal funding that is currently being, or has already been appropriated.

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<sup>5</sup> At the present time, five sites are under review as prospective locations for construction of the JPSF. See Figure 3 on page 7 of this memorandum. Three of the five sites are privately held and two are in public ownership presently. The Phase IIb costs presented above (i.e., \$1.3 to \$1.6 MM) do not include the cost of acquiring a site from a private owner (an occurrence that seems likely given that the most desirable sites are currently those in private ownership). Estimates predict that the cost of site acquisition (if necessary) would add up to \$0.4 MM to the Phase IIb costs presented above (i.e., increase Phase IIb costs to \$1.7 to \$2.0 MM).

<sup>6</sup> Once a tentative selection of the actual construction site has been made, an option to purchase or some other instrument could be used to encumber the property without incurring the risks that might otherwise be created if ownership is established before completing environmental and geotechnical due diligence.

| PROJECT MODULE                         | EM / EOC      |               |           | PENCOM        |               |           | FIRE STATION  |               |           | Project Totals |               |                    |                                   |
|----------------------------------------|---------------|---------------|-----------|---------------|---------------|-----------|---------------|---------------|-----------|----------------|---------------|--------------------|-----------------------------------|
|                                        | 2020 Estimate | 2021 Estimate | Current * | 2020 Estimate | 2021 Estimate | Current * | 2020 Estimate | 2021 Estimate | Current * | 2020 Estimate  | 2021 Estimate | Current Estimate * |                                   |
|                                        |               |               |           |               |               |           |               |               |           |                |               | With Fire Station  | Without Fire Station <sup>1</sup> |
| Detailed Design                        | \$ 0.6        | \$ 0.6        | \$ 0.6    | \$ 0.6        | \$ 0.6        | \$ 0.6    | \$ 0.3        | \$ 0.3        | \$ 0.5    | \$ 1.5         | \$ 1.5        | \$ 1.7             | \$ 1.4                            |
| Construction                           | \$ 3.7        | \$ 3.7        | \$ 4.9    | \$ 3.4        | \$ 3.5        | \$ 4.6    | \$ 2.3        | \$ 3.0        | \$ 3.9    | \$ 9.3         | \$ 10.2       | \$ 13.4            | \$ 9.5                            |
| Furniture, Fixtures & Equipment (FF&E) | \$ 0.8        | \$ 1.4        | \$ 1.8    | \$ 1.4        | \$ 1.9        | \$ 2.5    | \$ 0.3        | \$ 0.3        | \$ 0.4    | \$ 2.5         | \$ 3.6        | \$ 4.7             | \$ 4.3                            |
| PROJECT TOTALS                         | \$ 5.0        | \$ 5.7        | \$ 7.3    | \$ 5.4        | \$ 6.0        | \$ 7.7    | \$ 3.6        | \$ 3.6        | \$ 4.8    | \$ 13.3        | \$ 15.3       | \$ 19.8            | \$ 15.2                           |

\* Current estimates for "Detailed Design" are in 2022 dollars AND DO NOT INCLUDE BUILDING SITE ACQUISITION COSTS (approximately \$0.4 MM). Current estimates for "Construction" and "FF&E" purchases are in 2024 dollars adjusted for estimated inflation rates. Current inflation rates and fluctuations in the costs of building materials have substantially reduced the precisions of estimates.

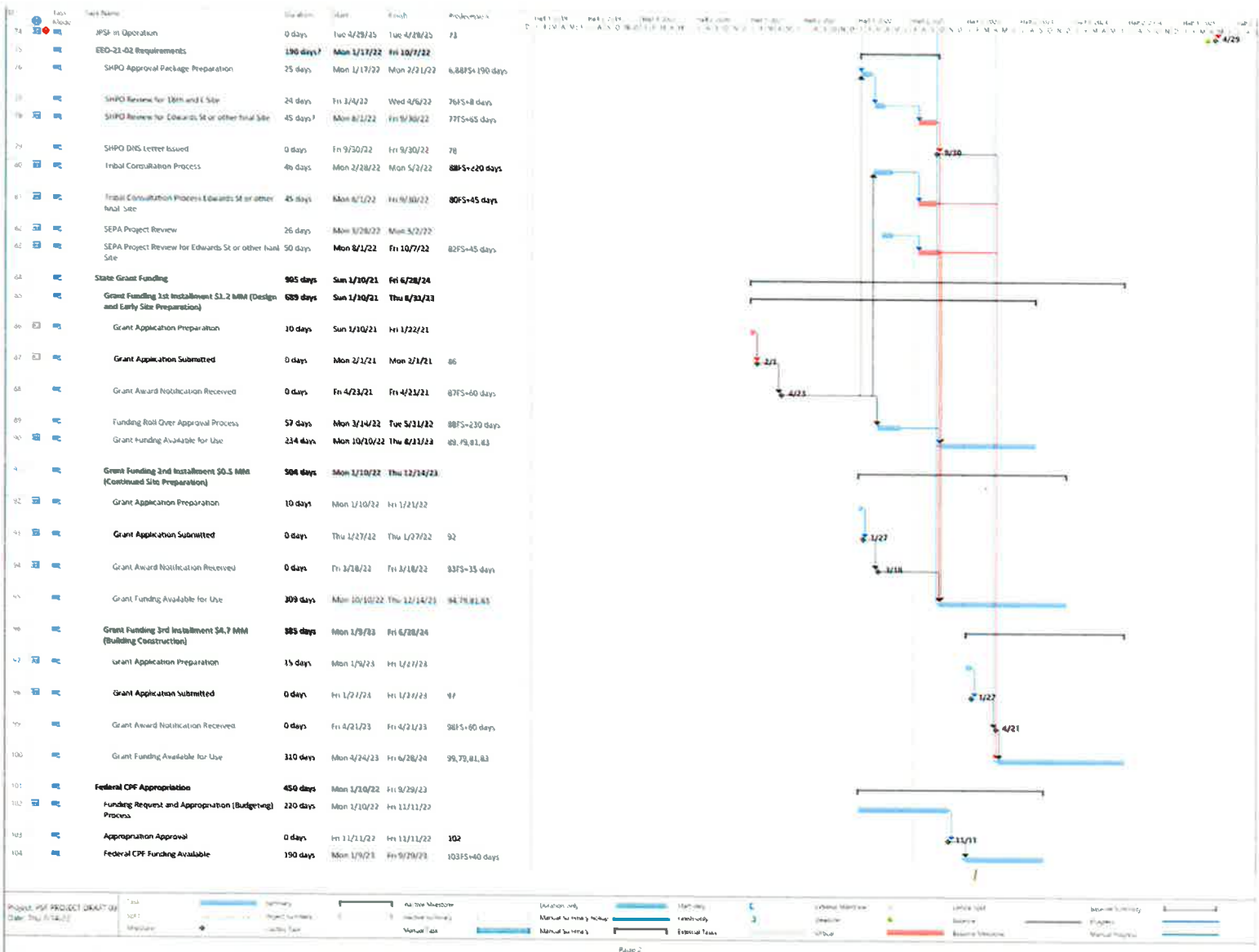
<sup>1</sup> Removal of the fire station from the project does not result in saving the full \$0.5 MM allocated to its detailed design in the previous column, but only \$0.3 MM. This result occurs as some of the design costs are for common walls and features that still must be included in detailed design for the remaining facilities. The detailed design estimate "Without Fire Station" presented in this column is therefore \$1.4 MM and not \$1.2 MM.

|                                          | PROJECTED FACILITY COSTS |        |              |        | FUNDING SOURCES |                 |                      |                             |                         |                                   |                             |                           |
|------------------------------------------|--------------------------|--------|--------------|--------|-----------------|-----------------|----------------------|-----------------------------|-------------------------|-----------------------------------|-----------------------------|---------------------------|
|                                          | EM / EOC                 | PENCON | FIRE STATION | TOTALS | LOCAL           |                 | STATE                |                             |                         | FEDERAL                           |                             |                           |
|                                          |                          |        |              |        | COUNTY          | CITY            | Appropriated To Date | Proposed Additional Request | Total Needed From State | Appropriated To Date (House Only) | Proposed Additional Request | Total Needed From Federal |
| Detailed Design                          | \$0.6                    | \$0.6  | \$0.5        | \$1.7  | \$0.5           | \$0.5           | \$0.7                | \$0.0                       | \$0.7                   | \$0.0                             | \$0.0                       | \$0.0                     |
| Construction                             | \$4.9                    | \$4.6  | \$3.9        | \$13.4 | \$2.0           | \$2.0           | \$1.0                | \$3.5                       | \$4.5                   | \$3.0                             | \$0.0                       | \$3.0                     |
| Furniture, Fixtures and Equipment (FF&E) | \$1.8                    | \$2.5  | \$0.4        | \$4.7  | \$2.0           | \$2.0           | \$0.0                | \$0.6                       | \$0.6                   | \$0.0                             | \$2.0                       | \$2.0                     |
| PROJECT TOTALS                           | \$7.3                    | \$7.7  | \$4.8        | \$19.8 | \$4.5           | \$4.5           | \$1.7                | \$4.1                       | \$5.8                   | \$3.0                             | \$2.0                       | \$5.0                     |
|                                          |                          |        |              |        |                 | Total Local =   | \$9.0                | Red = Critical need         |                         |                                   |                             |                           |
|                                          |                          |        |              |        |                 | Total State =   | \$5.8                |                             |                         |                                   |                             |                           |
|                                          |                          |        |              |        |                 | Total Federal = | \$5.0                |                             |                         |                                   |                             |                           |

**FIGURE 1**  
**JPSF Project Cost Estimates and Funding Sources**



**FIGURE 2**  
**JPSF Project Schedule Page 2**



# SITES OF INTEREST AND CRITICAL AREAS

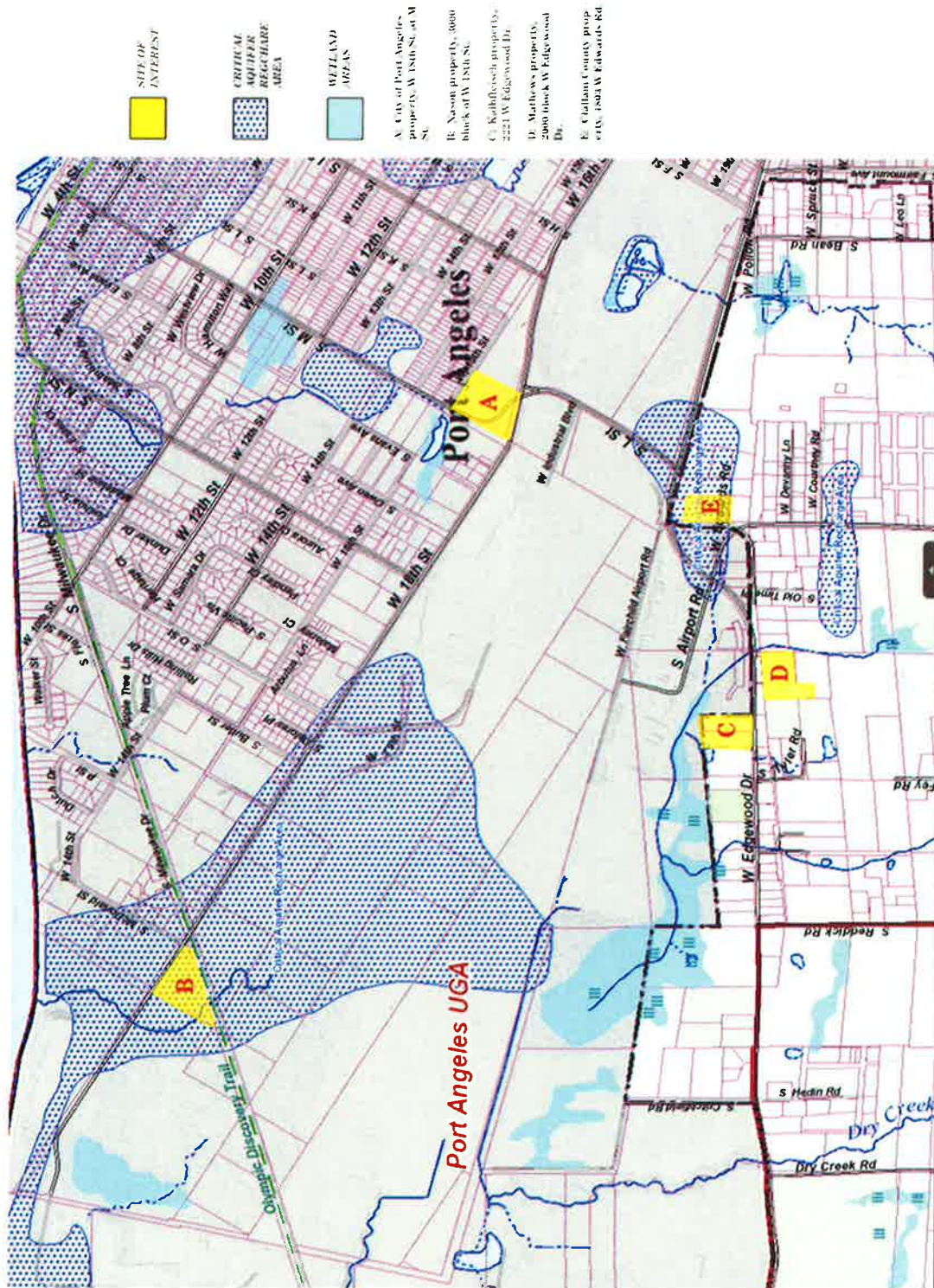


**FIGURE 3**  
**Potential Construction Sites for the JPSF**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") between OAC SERVICES, INC., a Washington corporation (hereinafter referred to as "OAC") and CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "Client") whose address is 223 E. 4<sup>th</sup> Street, Suite 12, Port Angeles, WA 98362, for the Project identified below.

This Agreement is incomplete without the following attachments:

- ✓ **Exhibit A (GENERAL CONDITIONS)**
- ✓ **Exhibit B (OAC SCOPE OF SERVICES AND FEE)**
- ✓ **Exhibit C (ADDITIONAL TERMS)**

By signing below, Client acknowledges receipt of the foregoing attachments and their incorporation herein as if fully set forth. This Agreement constitutes the entire agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous commitments, negotiations, representations or agreements, whether written or oral, concerning its subject matter.

A. **PROJECT:**

**Project Title:** Clallam County & City of Port Angeles Joint Public Safety Facility

**Project No.** R18-200379.00

**Project Address:** To Be Determined

**Project Description:** Emergency Management Facility, 911 Dispatch Center, and Fire Station

B. **SCOPE:** OAC will perform the services described in Exhibit B (the "Services"). Client will pay for such Services as described in this Agreement, including Exhibits A and B. Additional Services will be performed at OAC's then-current hourly rates, subject to the written agreement of both parties' authorized representatives. OAC's hourly rates are subject to an annual escalation with written notice to Client.

C. **COMPENSATION:** The Services, described above, will be compensated by Client at OAC's current hourly rates up to a Not to Exceed ("NTE") price of \$109,993. If compensation is NTE, OAC will acquire written authorization from the Client prior to proceeding with additional services at OAC's then-current hourly rates on a time and expense basis or an alternative negotiated fee. Fixed Fee arrangements shall be compensated as set forth in Exhibit B.

D. **SCHEDULE:** OAC's performance assumes the following schedule: The term set forth in Exhibit B.

E. **AGREEMENT TERM:** This Agreement shall be effective upon OAC's receipt of this fully-executed Agreement and shall terminate not later than twenty-four (24) months thereafter (the "Term"), unless extended by written agreement.

F. **TERMS:** In addition to the foregoing, the Parties hereby agree to the following terms:

(1) *Additional Terms.* The parties hereby incorporate the additional terms contained in numbered paragraphs 1 through 16 below, and set forth in **Exhibit C**, as if incorporated herein in full.

(2) All terms, conditions and obligations of the Agreement remain in full force and effect except as expressly modified by a fully executed change order.

### 1. AGREEMENT

These GENERAL CONDITIONS are incorporated into and made part of the Agreement between OAC and the Client for the Project which, together with the exhibits incorporated on the first page hereof, are collectively referred to herein as "this Agreement." The titles and headings of this Agreement are nonbinding.

## **2. EXECUTION**

Unless expressly provided otherwise, execution shall constitute OAC's authorization to proceed. The Parties agree that a photocopy or other signed copy of this Agreement is as effective as the original. The Parties also agree that this Agreement may be signed in counterparts. The Parties further agree that, for the purposes of executing this Agreement and any amendments thereto, either party, or both parties, may execute using an electronic signature authenticated using OAC's then current electronic signature systems and procedures. Both parties intend that such electronic signatures shall be considered original signatures and binding for all purposes.

## **3. PAYMENT**

OAC will bill for performance of the Services monthly. Client will pay all charges net 30 days. OAC will charge Client interest on all past due balances at a rate of 1.5% per month. The Client shall provide payment for OAC's invoiced amount.

To the extent OAC is called upon to respond to subpoena or other legal proceedings to which OAC is not a named party, OAC will invoice Client at 1.5 times its hourly rates.

OAC may contract with subconsultants in performing the Services. Subconsultant invoices will be marked up at cost plus 10%.

OAC will bill all reimbursable expenses with a markup of 8%. Reimbursable expenses include items such as mileage and travel expenses, reproduction and photographic reproduction

## **4. CHANGED CONDITIONS**

This Agreement may be supplemented, amended or revised only by way of an instrument signed by both parties. Should conditions affect OAC's level of effort and/or time required change, OAC will notify Client and will, as appropriate, propose an equitable adjustment to fee and/or schedule.

## **5. INDEPENDENT CONTRACTOR**

OAC is and will be at all times during the term of this Agreement an independent contractor and not an employee, joint venture partner, fiduciary, or associate of Client. To avoid miscommunications, all parties agree that the Client shall have sole authority to direct OAC and request additional services under this Agreement. In performing its Services, OAC is entitled to rely on the accuracy and completeness of information supplied by or through the Client.

OAC endeavors to provide continuity of services. Therefore, to the fullest extent permitted by law, Client agrees not to invite, encourage or otherwise solicit OAC employees to leave OAC's employ during the term of this Agreement and for a period of one-year thereafter.

## **6. TERMINATION**

- a) **Termination without cause** – Any party may terminate this Agreement without cause and without liability upon seven (7) days written notice to the other of its intent to terminate without cause. The parties will deal with each other in good faith during the seven (7) day period. The Client will compensate OAC for services performed and reimbursable expenses incurred through the date of termination upon receipt of OAC's invoice.
- b) **Termination with cause** - Any party may terminate this agreement for cause effective immediately upon giving written notice of termination for cause, provided the Party has first given the other written notice of the default and a reasonable opportunity to cure. Substantial breach of a material term of this Agreement, including failure to pay a progress payment when due, constitutes cause.
- c) **Suspension of project** – To the extent the Client suspends OAC's services under this Agreement for a period of more than 30 days, Client shall compensate OAC for the services rendered prior to the suspension and, upon resumption or termination of OAC's services, Client shall compensate OAC for the costs incurred associated with the suspension and resumption. OAC endeavors to minimize such costs and therefore may, without liability and at its sole discretion, reallocate its resources including employees assigned to the Project to minimize the losses associated with the suspension.

## **7. INSURANCE**

OAC will maintain the following standard insurance coverage and limits during performance of the services:

- a) Workers Compensation: as required by applicable statute.
- b) Commercial General Liability: \$1,000,000 per occurrence for bodily injury, including death, and property damage, and \$2,000,000 in the aggregate.
- c) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- d) Professional liability: \$3,000,000 per claim and \$5,000,000 in aggregate.  
OAC waives all claims for damages against Client to the extent that the damages are covered by insurance carried by or for the benefit of OAC. Client waives all claims for damages against OAC to the extent that the damages are covered by insurance carried by or for the benefit of the Client. Provided, however, that the foregoing waivers shall not apply to the extent that waiver of subrogation is expressly prohibited by the applicable insurance policy.
- e) Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII
- f) OAC shall furnish the Client with certificates evidencing insurance and name the Client as additional insureds, and such certificates shall evidence the insurance requirements of OAC before commencement of the work.
- g) OAC shall provide the Client with written notice of any policy cancellation within ten business days of their receipt of such notice.
- h) Failure on the part of OAC to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving fifteen business 14 days notice to OAC to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due OAC from the Client.

## **8. OWNERSHIP OF DOCUMENTS AND LICENSE**

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature. The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

Upon completion of the Services, all documents, exhibits, digital photos, or other technical data produced by OAC and provided pursuant to this Agreement, with the exception of pre-existing intellectual property or standard details and specifications regularly used by OAC in its normal course of business, shall, upon payment of all amounts rightfully owed by the Client to OAC, become the property of the Client, for use on the project which is the subject of this Agreement without representation as to suitability for other uses. The Client and OAC each have unlimited rights in technical data produced pursuant to this Agreement. However, any alteration of the documents or technical data, including use of the whole or part of the documents and not the whole, by the Client or by others acting through or on behalf of the Client, for purposes outside the scope of this Agreement, will be at the Client's sole risk and Client shall indemnify, defend and hold OAC harmless from any and all claims, injuries, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of a use in violation of this Agreement.

## **9. SITE VISITS/OBSERVATIONS/SAFETY**

If the Services include construction observation, OAC will visit the project site at appropriate intervals to become generally familiar with the progress and quality of the construction work being performed by the Client's general contractor (the "Contractor") and to determine if the construction work is proceeding in general accordance with the Contract Documents. OAC is not responsible for construction means, methods, techniques, sequences or procedures or for safety programs or precautions in connection with the Contractor's construction work. OAC will endeavor to keep Client informed. OAC is not responsible for the Contractor's or any third party's acts, errors, or omissions or failure to perform the construction work in accordance with the Contract Documents.

If the Services include construction management, Client acknowledges that OAC is not the controlling contractor and that overall control of the work site and site safety practices rests with the Contractor. If requested as part of its Services, OAC will review safety programs developed by the Contractor for purposes of coordinating its safety program with those of the others performing work on the Project. OAC's review and coordination shall not create liability for nor extend to OAC control over or charge of the acts or omissions of the Contractor, subcontractors, or agents or employees of them, or of any other persons performing portions of work. OAC will remain responsible for its employees on the jobsite.

If the Services include evaluations or constructability reviews of design documents prepared by others, OAC's review is in its capacity as Client's adviser and not as a design professional. Such reviews shall not include services which constitute the practice of architecture or engineering and do not relieve the authoring design professional of its responsibilities for delivering a complete and accurate design.

## **10. DISPUTE RESOLUTION**

Any claim or dispute between the Client and OAC arising under or related to this Agreement (including, without limitation, the enforceability of this Agreement) that is not resolved by direct discussions is subject to mediation as a condition precedent to litigation. Unless the parties subsequently agree otherwise in writing, the mediation will be conducted by a mediator agreed upon by the parties. Any claim or dispute that is not resolved by mediation may be resolved by the aggrieved party bringing an action in equity or at law in a court of competent jurisdiction. Any claim or cause of action between the parties arising under, or related to this Agreement shall be brought within three (3) years of the date on which the claim or cause is discovered, or should have reasonably been discovered, and will thereafter be barred, provided that nothing herein shall be construed to extend the applicable statute of limitations.

## **11. NO THIRD PARTY BENEFICIARIES/NO ASSIGNMENT**

Nothing contained in this Agreement shall create a contract relationship with a third party or a cause of action in favor of a third party against the Client or OAC. There are no intended third-party beneficiaries of this Agreement. Neither the Client nor OAC may assign this Agreement or any rights or obligations arising under this Agreement, either during or after performance, without the written consent of the other party. Consent may be withheld for any reason or arbitrarily. Any purported assignment in contravention of this prohibition is void. Client reserves the right to an assignment of OAC's subconsultant agreements including, without limitation, the geotechnical consultant's contract.

## **12. NON-WAIVER**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof is not deemed a waiver of any subsequent breach.

## **13. FORCE MAJEURE**

OAC shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

## **14. SEVERABILITY AND SURVIVAL**

If any provision stated in this Agreement is held unenforceable, all remaining provisions will continue in full force and effect. Paragraphs 8, 10, 11, 12, 15 and 16 of this Agreement will survive completion of performance or the earlier termination of this Agreement.

## 15. VENUE

This Agreement shall be governed by the laws of the State of Washington; venue shall be in Clallam County, Washington.

## 16. LIMITATION OF LIABILITY

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that the Client may recover against OAC (together with its owners, officers, directors, employees and consultants) to the following: the amount of proceeds available, up to a limit of \$1,000,000, at the time the damages and/or costs are paid, under OAC's insurance policy or policies applicable to the claim being made by the Client or \$1,000,000, whichever is greater. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, professional malpractice, indemnity or contribution, breach of contract, and breach of expressed or implied warranty and strict liability. Notwithstanding anything to the contrary herein, this limitation applies only to the scope of work performed by OAC's geotechnical subcontractor(s) set forth in Exhibit B, hereof and shall not apply to other scope or future change orders (if any).

Each individual executing this Agreement on behalf of a Party warrants that he or she is authorized to bind such Party to this Agreement and its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the latter date written below.

OAC Services Inc.

Clallam County

Todd Thiel

Mark Ozias

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Principal

Title: Chairperson,  
Clallam County Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Clallam County

Insert Name.

By: Burt Douglass

Title: Deputy Prosecutor

Date: 7/20/22

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**EXHIBIT B**  
**OAC SCOPE OF SERVICES AND FEE**  
*Attached behind this cover page.*

# **EXHIBIT "B"**

## **PROJECT DESCRIPTION**

### **CLALLAM COUNTY AND CITY OF PORT ANGELES**

#### **JOINT PUBLIC SAFETY FACILITY**

##### **EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION**

#### **PHASE 2A DESIGN SERVICES**

**July 19, 2022**

#### **INTRODUCTION**

Clallam County (County) has requested OAC Services, Inc. (OAC) prepare a scope of work and fee estimate for Phase 2A of design services associated with construction of a new Emergency Operations Center (EOC), 911 Dispatch Center, and Fire Station. The County will design and construct a roughly twenty thousand square-foot Joint Public Safety Facility (JPSF) at a site to be determined from this phase of work. The City of Port Angeles (City) will play a critical role in supporting the design and configurations of the 911 Dispatch Center and Fire Station. Both the existing EOC and 911 Dispatch are nearing the end of their useful service with respect to size/space and growth capacity. The fire station will add service and decrease response times to the western part of the city. Phase 2A design work will address master planning of the site, site civil design, geotechnical investigations, wetland delineation, and updated construction cost estimates, all necessary first steps in the design process. Our team members include Hennebery Eddy Architects, Zenovic & Associates, GeoEngineers, and Roen Associates, respectively. The areas of study addressed by this Master Planning effort are:

- Planning/Zoning analysis of the project property to establish high-level criteria for the JPSF placement on the site and associated geotechnical site work.
- Verification of County and City facilities on-site – specifically if any of these components should be rearranged from the October 2020 Pre-Design Report layout.
- Master planning design studies to assist in discussions/decision-making with the County.
- Master planning site design and documentation.

Following completion of this Phase 2A scope of work, the balance of the facility detailed design may be completed as a contract modification under a Phase 2B.

The facility will be designed and constructed as a resilient and durable building. It will provide the County and City an essential facility to conduct emergency operations in support of its citizens and constituent jurisdictions when this need arises. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. It will provide the City an essential facility for a larger 911 Dispatch Center serving a large area across the northern peninsula as well as a west side fire station. The building is proposed to consist of a single story with a mechanical penthouse. The estimated construction cost for the building is \$10.36 Million in 2021 dollars. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for County and City continuity of operations.

In Phase 1, a pre-design report of an initial conceptual design for a combined EOC/911 Center/Fire Station proposed to be located at 2417 W 19th Street was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here. The work is further described below.

#### **(A) SCOPE OF SERVICES:**

Included in this scope of work are the anticipated assumptions and exclusions. The noted scope includes Phase 2A design consisting of project management, master planning, civil engineering, and geotechnical engineering services.

OAC will provide overall management of the Phase 2A design of the project. During this phase, our services will include master planning of the site considering relocating or rearranging the three 'modules' as noted in the Report. In the Report, the EOC is planned for the east side of the property.

Master planning efforts will include consultation with the County and City to gather input and needs associated with siting the building on the property. Additionally, land use analysis will be completed including coordination of zoning constraints, limits, and permissions, to be addressed with the County planning department and other departments as required. Additional detail is provided below:

1. Planning/Zoning Documentation services consisting of preparing a high-level planning/zoning analysis and summary documentation for use in preparation of a summary report. The planning/zoning analysis will include high-level criteria to support master planning of the general building and site work placement.
2. Master Planning services consisting of design and documentation for a two-step process with the County and City.
  - Step 1: Provide up to two (2) conceptual master plan site sketches showing general potential JPSF and site locations within the property for discussion with the County and City to determine their preferred option.
  - Step 2: Develop the preferred option to a level that meets established planning/zoning criteria.

This phase includes two virtual meetings with the County, and City as required, to review conceptual master plan options and the preferred master plan design. This phase also includes meeting preparation time and ongoing informal coordination with the County and City.

The proposed Master Planning will essentially provide the County the ability to shape how the subject property should be arranged so it retains the best potential use for both the County and City. With a master plan determined, the scheduling of site development can be more flexible and more predictable in how it will occur. The master plan will allow for a more predictable and more effective development of the site, reducing operational impacts for potential phased construction and identifying possible efficiencies for layout and associated infrastructure. Two initial site plan configurations will be developed with one selected for refinement to become the basis of schematic design.

The geotechnical investigation will include a preliminary screening of up to four (4) sites, selected by the County. Review of existing publicly available geotechnical data, including hazard maps, will be the basis for screening. A site visit to observe existing conditions will be conducted and a report with recommended final site selection will be developed. Once the preferred site is determined, site exploration of multiple locations around the preferred site and a full geotechnical report of the site addressing soil properties, seismic parameters, and structural design criteria for foundations among other elements, will be completed. Site exploration will consist of typical deep drilled borings. An infiltration study will be conducted in Phase 2B after the site is determined to be suitable and selected for development.

A high-level wetland delineation will be performed to understand constraints of the preferred site. The delineation efforts will include a review of previously published data, a site visit to assess wetland boundaries and stream ordinary high water, and a report summarizing the high-level findings.

The cost estimate developed in the Report will be updated to reflect current industry information on construction costs. Construction is anticipated to start in Q2 or Q3 of 2023.

## **DELIVERABLES:**

The following deliverables will be submitted:

- Phase 2A Summary Report (8.5x11 – PDF)
  - Includes Planning/Zoning and Master Plan Design Summary
- Master Site Plan (11x17 – PDF)
  - Preferred Option (basic site components, locations, access points/circulation, and proposed property lease line).
- Geotechnical Report (8.5x11 – PDF)
- Wetland Memo (8.5x11 – PDF)
- Updated Cost Estimate (8.5x11 – PDF)

## **ASSUMPTIONS:**

### General

- The scope of work noted will produce design criteria to be used in Phase 2B, the balance of the detailed design. Phase 2B, may follow as an amendment to this scope of work.
- Digital photography will be an acceptable form of photo documentation of the project.
- County will provide OAC all available existing site information.
- OAC will attend (2) two virtual engagement meetings with the County, including the City as required. Each meeting will be scheduled for (2) two hours, not including preparation and follow up. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following the development of (2) two site sketches. All comments will be compiled by the County team prior to delivery to OAC. No comments are anticipated following the refinement of the preferred site plan.
- OAC will generate meeting minutes for each of the engagement meetings, documenting items such as decisions made, action items, etc.
- Schedule is based on readily available participation of County Planning departments to address questions and provide clarification on Land Use elements.
- The facility design is predicated on information developed by OAC in the Report.
- LEED certification requirements or goals for this project, if applicable, will be identified during Phase 2B.
- Only services noted within this scope of work are included.
- No permitting is required for the geotechnical exploration phase on site.
- Additional services or design efforts beyond this scope of work can be negotiated per the general rate schedule effective at the time of the request.

### Architectural

- Land Use Analysis will include zoning, infrastructure, and major site work requirements.
- The planning/zoning analysis will be high level, and as such, does not include detailed information or information related to planning review processes. These may be included as an Additional Service, if needed; or may become part of Phase 2B.

- We have assumed no formal meetings with the jurisdiction will be required. As such, time for jurisdiction meeting preparation and participation is beyond this scope of work.

#### Civil

- Attend 2 remote (video conference) team design meetings.
- Refined site plan to be final Conceptual site plan for use in Schematic Design under Phase 2B.
- Final Conceptual site plan to include location of building, parking and access, utility locations, stormwater mitigation facilities and conveyance system, sized based upon information noted in the Report.
- Preliminary sizing of stormwater facilities based on assumed soil conditions from available soil reports for the area. Sizing may be adjusted based on results of onsite soil testing by others.
- Final sizing of utilities to be completed in Phase 2B.

#### Geotechnical

- Review readily available published geologic data and our relevant in-house files for existing information on subsurface conditions in the project vicinity.
- Coordinate preliminary locations for explorations with Clallam County staff and contact the "One-Call" Utility Notification Center, as required by Washington State law. OAC team representatives will delineate and mark the exploration dig area and GeoEngineers will submit the One-Call ticket. We also understand an onsite utility locate will be performed to locate and identify all onsite utilities. GeoEngineers will not be liable for damage to underground utilities that are not marked during the utility locating process.
- During site screening, explore shallow subsurface conditions utilizing handheld tools as required to aid understanding of the existing near surface geotechnical conditions.
- Explore subsurface conditions by advancing up to six borings for a total of 150 lineal feet of drilling using subcontracted equipment and operator. If consistently dense soil conditions are encountered, we plan to terminate borings at shallower depths. Our field representative will continuously monitor the drilling activities, maintain a log of subsurface conditions, and collect representative soil samples generally at 2.5- to 5-foot intervals.
- Based on the results of our explorations, provide an email discussing geotechnical feasibility of the proposed development. We will discuss suitability of the site for shallow foundations, clearing/stripping considerations, earthwork and suitability of soil for re-use on site and other issues that may be relevant to feasibility.
- Conduct geotechnical laboratory testing on selected soil samples. We anticipate laboratory testing will include particle size gradation analyses and moisture content determinations.
- Provide geotechnical seismic design information in accordance with 2018 International Building Code (IBC) criteria and discuss our opinion on the potential for surface rupture, liquefaction and lateral spreading at the site. We have not budgeted to complete a quantitative liquefaction and lateral spreading analysis. Should the initial screening determine this to be necessary, the analysis will be performed as additional services.
- Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent cut slopes, fill placement and compaction requirements, wet weather considerations, groundwater handling and site drainage.
- Provide recommendations for shallow spread footing design, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values and estimates of settlement.
- Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of subgrade reaction and capillary break thickness and materials.
- Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-

grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.

- Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on laboratory sieve analysis results and the criteria described in the SWMMWW. Depending on the soil conditions observed and the infiltration facilities planned, these preliminary estimates may not be suitable for design; additional testing may be required to verify estimated rates for design.
- Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCCP) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience.
- Prepare a written geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

#### Wetland Delineation

- Site access will be provided
- Project description will be provided by Client
- Field work assumed to be completed in a single
- Wetland memo will be suitable for master planning only. Future efforts may be required for permitting.
- Final scope and assumptions to be determined following selection of preferred site. Scope and fee to be amended as required based on preferred site-specific needs.
- Fee estimate provide is a placeholder.

#### **SCHEDULE:**

The following is a conceptual schedule to be modified or adjusted with input from the County.

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Initial Notice to Proceed (NTP)         | Week of August 1 <sup>st</sup>         |
| Initial Site Screening & Summary Report | 4 Weeks after NTP                      |
| Geotechnical Exploration                | 8 Weeks after NTP                      |
| Geotechnical Report                     | 4 Weeks after Geotechnical Exploration |
| Phase 2A Master Planning Summary Report | 6 Weeks after Initial Site Screening   |
| Wetland Memo                            | 6 Weeks after Initial Site Screening   |

For scheduling, geotechnical investigations and wetland delineations may be independent of the master planning effort and may have schedule cross over with Phase 2B, the balance of the detailed design.

#### **FEE**

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

|                                   |                  |
|-----------------------------------|------------------|
| <b>Phase 2A (Hourly, NTE)</b>     |                  |
| Project Management                | \$14,150         |
| Master Planning                   | \$26,510         |
| Site Civil                        | \$6,050          |
| Geotechnical                      | \$55,660         |
| Wetland Delineation (placeholder) | \$5,225          |
| Cost Estimating                   | \$2,398          |
| <b>Total</b>                      | <b>\$109,993</b> |

If the parties agree to any additional services that are not included within the scope of work set out above, such additional services will be provided at the following rates with annual escalation, upon written approval from the County. Annual escalation of 5% will be applied January 1<sup>st</sup> of each year. Standard Rates are below and attached.

## OAC

| <u>Title/Role</u>           | <u>2022 Rate</u> |
|-----------------------------|------------------|
| VP, Principal               | \$250            |
| Project Director            | \$210            |
| Senior Architect            | \$195            |
| Architectural Designer      | \$185            |
| Project Controls Specialist | \$140            |
| Senior Project Coordinator  | \$140            |

## Hennebery Eddy Architects

| <u>Title/Role</u>                | <u>Position</u> | <u>2022 Rate</u> |
|----------------------------------|-----------------|------------------|
| Principal                        | HEA 7 – HEA 9   | \$ 195-290       |
| Project Manager                  | HEA 4 – HEA 8   | \$ 135-270       |
| Project Architect                | HEA 3 – HEA 7   | \$ 120-240       |
| Architect                        | HEA 3 – HEA 5   | \$ 120-185       |
| Historic Preservation Architect  | HEA 3 – HEA 9   | \$ 120-290       |
| Historic Preservation Specialist | HEA 1 – HEA 5   | \$ 95-185        |
| Interior Designer                | HEA 1 – HEA 7   | \$ 95-240        |
| Design Staff                     | HEA 1 – HEA 4   | \$ 90-155        |
| Administrative                   | HEA A           | \$ 90            |

## Schedule of Charges - 2022

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

#### Professional Staff

|                             |             |
|-----------------------------|-------------|
| Staff 1 Scientist           | \$ 120/hour |
| Staff 1 Engineer            | \$ 127/hour |
| Staff 2 Scientist           | \$ 138/hour |
| Staff 2 Engineer            | \$ 145/hour |
| Staff 3 Scientist           | \$ 158/hour |
| Staff 3 Engineer            | \$ 164/hour |
| Scientist 1                 | \$ 182/hour |
| Engineer 1                  | \$ 188/hour |
| Scientist 2                 | \$ 188/hour |
| Engineer 2                  | \$ 193/hour |
| Senior Engineer/Scientist 1 | \$ 210/hour |
| Senior Engineer/Scientist 2 | \$ 231/hour |
| Associate                   | \$ 246/hour |
| Principal                   | \$ 266/hour |
| Senior Principal            | \$ 293/hour |

#### Technical Support Staff

|                        |             |
|------------------------|-------------|
| Administrator 1        | \$ 86/hour  |
| Administrator 2        | \$ 98/hour  |
| Administrator 3        | \$ 112/hour |
| CAD Technician         | \$ 110/hour |
| CAD Designer           | \$ 126/hour |
| CAD Design Coordinator | \$ 145/hour |
| GIS Analyst            | \$ 145/hour |
| Senior GIS Analyst     | \$ 160/hour |
| GIS Coordinator        | \$ 180/hour |
| *Technician            | \$ 93/hour  |
| *Senior Technician     | \$ 112/hour |
| *Lead Technician       | \$ 120/hour |

\*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

**Equipment**

|                                                                 |    |        |
|-----------------------------------------------------------------|----|--------|
| Air Sparging Field Test, per day                                | \$ | 100.00 |
| Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day      | \$ | 100.00 |
| Asbestos Sample Kit                                             | \$ | 25.00  |
| Blastmate, per day                                              | \$ | 100.00 |
| D&M Sampler, per day                                            | \$ | 80.00  |
| DO (Dissolved Oxygen) Kit                                       | \$ | 20.00  |
| Dynamic Cone Penetrometer, per day                              | \$ | 40.00  |
| E-Tape (Electric Tape), per day                                 | \$ | 25.00  |
| Field Data Acquisition Equipment                                | \$ | 50.00  |
| Field Gear / Reconnaissance, per day                            | \$ | 50.00  |
| Gas Detection Meters, per day                                   | \$ | 100.00 |
| Generator, per day                                              | \$ | 100.00 |
| Groundwater Pressure Transducer w/ Datalogger, per day          | \$ | 50.00  |
| Groundwater Pressure Transducer w/ Datalogger, per week         | \$ | 200.00 |
| Hand Auger, per day                                             | \$ | 20.00  |
| Inclinometer Probe, per day, 1/2 day minimum                    | \$ | 200.00 |
| Interface Probe, per day                                        | \$ | 50.00  |
| Iron Test Kit                                                   | \$ | 20.00  |
| Laser Level, per day                                            | \$ | 50.00  |
| Low Flow Groundwater Sampling Equipment, per day                | \$ | 225.00 |
| Multiparameter Water Quality Meter, per day                     | \$ | 80.00  |
| Nuclear Density Gage, per hour, 1/2 day minimum                 | \$ | 10.00  |
| Peristaltic Pump, per day                                       | \$ | 50.00  |
| pH Probe, per day                                               | \$ | 15.00  |
| PID, FID or OVA, per day                                        | \$ | 100.00 |
| Saximeter, per day                                              | \$ | 50.00  |
| Scuba Diving Gear, per day/per diver                            | \$ | 250.00 |
| Shallow Soil Exploration Equipment, per day                     | \$ | 50.00  |
| Soil Field Screening Equipment, per day                         | \$ | 15.00  |
| Soil Sample Kit                                                 | \$ | 15.00  |
| Steam Flow Meter, per day                                       | \$ | 15.00  |
| Strain Gauge Readout Equipment, per day                         | \$ | 50.00  |
| Surface Water Flow Meter, per day, 1/2 day minimum              | \$ | 50.00  |
| Surface Water Quality Monitoring Equipment, per day             | \$ | 50.00  |
| Turbidity Meter, per day                                        | \$ | 30.00  |
| Vehicle usage, per mile, or \$30/half-day, whichever is greater | \$ | 0.65   |

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**Associated Project Costs (APC)**

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

**All rates are subject to change upon notification.**

**EXHIBIT C**  
**Additional Terms**  
*Attached behind this cover page.*

## Exhibit C – Additional Terms

In addition to the foregoing terms, during the performance of this Agreement, OAC, for itself, its assignees and successors in interest (herein referred to as the “contractor”) agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or; Cancellation, termination, or suspension of the contract, in whole or in part.

### 6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

### 7. Indemnification

*OAC Indemnity.* Except for claims arising between the Client and the City of Port Angeles, OAC shall indemnify but not defend, the Client, their officers, officials, and employees from any and all third party claims liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of or in connection with the OAC's and/or its subcontractor's negligent performance of this Agreement.

*OAC Defense & Indemnity.* To the extent of third party claims which arise out of the provision of services other than professional services, contractor shall defend and indemnify the Client, their, its officers, officials, and employees from any and all third party claims, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of the contractor's performance of this Agreement, except to the extent caused by the actions or inactions of third parties. This provision does not apply to claims arising between the Client and the City of Port Angeles.

*OAC Title 51 Waiver.* It is further expressly agreed that for purposes of the foregoing indemnity obligations, contractor waives its immunity from employees' claims under Industrial Insurance, Title 51 RCW, solely and exclusively for the purposes of effectuating this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section 7 shall survive expiration or termination of this Agreement.

*County Indemnity.* The County agrees to indemnify contractor, its officers, directors, shareholders, and employees from any and all third party claims, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees, costs and/or claims from the City of Port Angeles) to the extent arising out of or in connection with the County's performance under this Agreement, except to the extent caused by the negligence of contractor or its subconsultants of any tier.

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7/25/22



## AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: 7/25/2022

REGULAR AGENDA ☒ Meeting Date: 8/2/2022

Required originals approved and attached? ☐  
Will be provided on: 8/2/2022

### 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 FINAL PLAT |

Documents exempt from public disclosure attached: ☐

### Executive summary:

The applicant is requesting final approval of an seven lot subdivision, LDV2022--00001. An open record hearing was conducted on May 5, 2022 and the Hearing Examiner issued a decision of approval May 19, 2022 with 23 Conditions. Staff has reviewed the final documents and determined that the conditions for final approval have been met.

**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?)

Signature of the Board on the final Mylar.

**County Official signature & print name:** Lori Kennedy for Mary Ellen Winborn

Lori Kennedy for Mary Ellen Winborn

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

**Relevant Departments:** DCD

**Date submitted:** July 20<sup>th</sup> 2022

\* 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)

**BEFORE THE HEARING EXAMINER  
FOR CLALLAM COUNTY**

|                                                  |   |                                                |
|--------------------------------------------------|---|------------------------------------------------|
| In the Matter of the Application of              | ) | No. LDV2022-00001                              |
|                                                  | ) |                                                |
| <b>Rex Turner</b>                                | ) | <b>Turner Preliminary Subdivision</b>          |
|                                                  | ) |                                                |
| <u>For Approval of a Preliminary Subdivision</u> | ) | <b>FINDINGS, CONCLUSIONS,<br/>AND DECISION</b> |

**SUMMARY OF DECISION**

The request for a preliminary subdivision to create seven residential lots on two undeveloped parcels totaling 8.26 acres, located west of Heath Road, between Milky Way and Twin Peaks Lane, is **APPROVED**. Conditions are necessary to mitigate specific impacts of the proposal.

**SUMMARY OF RECORD**

Hearing Date:

The Hearing Examiner held a hearing on the request on May 5, 2022, using remote access technology.

Testimony:

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

Donella Clark, County Senior Planner  
Brian Cays, Applicant Representative

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated April 27, 2022
2. Application and Site Plan, dated January 10, 2022
3. Statutory Warranty Deed, dated December 8, 2021
4. Literal Short Plat Alteration (2 Sheets), dated April 4, 1994
5. Dungeness Water Exchange Mitigation Water Availability Determination, dated February 7, 2022
6. Environmental Checklist, received April 14, 2022
7. Determination of Nonsignificance, dated April 14, 2022
8. Comment from Clallam County Road Department, dated March 3, 2022
9. Comment from Clallam County Environmental Health Department, dated February 23, 2022
10. Comment from Clallam County Fire Marshal, dated February 23, 2022
11. Notice Materials:
  - a. Notice of Complete Application, dated March 10, 2022

*Findings, Conclusions, and Decision  
Clallam County Hearing Examiner  
Turner Preliminary Subdivision, No. LDV2022-00001*

- b. Declaration of Mailing, with Site Plan, dated April 15, 2022
  - c. Declaration of Posting and Notice of Public Hearing, dated April 15, 2022
  - d. Legal Invoice, *Peninsula Daily News*, dated April 16, 2022, and Affidavit of Publication, dated April 18, 2022
12. Comment from Washington State Department of Ecology, dated May 2, 2022

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

## FINDINGS

### Application and Notice

1. Rex Turner (Applicant) requests preliminary subdivision approval to create seven residential lots on two undeveloped parcels totaling 8.26 acres. The two subject parcels are Lots 2 and 3 of the "Literal Short Plat." Six of the lots would be 1.02 acres in size, and the seventh lot would be 2.11 acres. Access to the property would be provided by a private road ending in a cul-de-sac from Heath Road that would be constructed in an easement along the southern portion of the proposed lots. Water would be provided by individual wells, and sewage would be provided by individual septic systems. A single-family residence and accessory dwelling unit are currently being constructed on what would be the western-most parcel on Lot 3. The properties are located west of Heath Road, between Milky Way and Twin Peaks Lane.<sup>1</sup> *Exhibit 1, Staff Report, page 1; Exhibits 2 through 4.*
2. Clallam County (County) determined that the application was complete on March 10, 2022. On April 15, 2022, the County mailed or emailed notice of the application and associated open record hearing to property owners within 600 feet of the subject property and to reviewing government departments and agencies. The same day, the County posted notice of the application and hearing at the property. On April 18, 2022, the County published notice of the application and hearing in the *Peninsula Daily News*. The County's notice materials stated that comments on the proposal could be submitted up to the open record hearing scheduled for May 5, 2022. *Exhibit 1, Staff Report, page 8; Exhibit 11.*
3. The County did not receive any comments on the proposed subdivision from members of the public in response to its notice materials. The County received the following comments on the proposal from reviewing departments or agencies:
  - Dungeness Water Exchange (DWE) determined that the Applicant had paid the Mitigation Water Availability determination fee in full, the property is within the Dungeness Water Rule Area, the property is either not within a Group A service area or is within a Group A service area but service is not timely or reasonable as

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<sup>1</sup> The parcels are identified by tax parcel numbers 043014-229060 and 043014-229070. *Exhibit 1, Staff Report, page 1.* A legal description of the property is included with the statutory warranty deed. *Exhibit 3.*

determined by the Washington State Department of Ecology (DOE), and there are no pre-rule water sources available to the property. DWE also acknowledged that water would be available to the site, subject to the following conditions:

- At the time of final plat approval, the property must not be within a Group A service area or, if the property is within a Group A service area, service must not be “timely or reasonable” as determined the Washington State Department of Ecology.
  - Before final plat approval, a complete and current Mitigation Certificate application and fee must be submitted to DWE.
  - As a part of final plat approval, the owner requiring mitigation must sign and concurrently record, with the Clallam County Auditor, a water Mitigation Certificate and final plat approval, agreeing to comply with all terms of the certificate including metering requirement and water use limitations.
- The County Road Department commented that each lot would require a drainage plan prior to development. The Department also noted that the private road should be named prior to final approval and that a 24-foot-wide approach onto Heath Road has already been approved.
  - County Environmental Health commented that it was working with the Applicant and that it had no concerns related to the proposed subdivision.
  - The County Fire Marshal noted that the lot sizes and location outside of the urban growth area qualify the proposal for approval.

*Exhibit 5; Exhibits 8 through 10.*

#### Environmental Review

4. The County Department of Community Development (DCD) acted as lead agency and analyzed the environmental impacts of the proposal, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). DCD reviewed the Applicant’s Environmental Checklist and other information on file and determined that the proposal would not have a probable significant adverse impact on the environment. Accordingly, the County issued a Determination of Nonsignificance (DNS) on April 14, 2022, with a comment deadline of May 2, 2022. The County received general comments from DOE about appropriate water quality management, debris removal, toxic cleanup, and using clean fill for grading and filling activity. DOE also noted that erosion control measures must be installed prior to any clearing, grading, or construction and that there are new water resource regulations specific to the Dungeness Area. No other comments specific to SEPA were received. The DNS may be appealed to superior court within 10 working days of the issuance of this decision. *Exhibit 1, Staff Report, page 7; Exhibit 6; Exhibit 7; Exhibit 12.*

#### Existing Site, Comprehensive Plan, and Zoning

5. The subject property is relatively flat and vegetated with grasses. As noted above, the property consists of two parcels totaling 8.26 acres. The lots were created in 1994 as part

of the Literal Short Plat and remain undeveloped; a building permit for a single-family residence and accessory dwelling unit were approved this year on Lot 3, which would be on the western-most parcel, Lot A. A multi-family road approach permit has been issued for vehicular access from Heath Road through an easement along the southern portion of the site. *Exhibit 1, Staff Report, pages 1 and 2; Exhibit 6.*

6. The property is located within the Sequim-West Neighborhood of the Sequim-Dungeness Planning District under the County Comprehensive Plan. *Clallam County Code (CCC) 31.03.455.* The purpose of the Sequim-Dungeness Planning District is to provide a guide for coordinated and orderly growth and development of the land and physical improvements in the unincorporated areas of the planning area. *CCC 31.03.010.* The subject property is designated “Rural” under the Comprehensive Plan. The Comprehensive Plan specifies Rural areas as being those that combine “a scenic patchwork of large open fields and woodlots interspersed with rural homesteads and serviced by small rural commercial clusters.” *CCC 31.02.260.* In these areas, certain characteristics should be maintained, including “low-densities, small-scale agriculture, woodlot forestry, wildlife habitat, clean water, clean air, outdoor recreation, rural lifestyles, and low traffic volumes.” *CCC 31.02.260.* The rural designation permits only “those land uses that are compatible with the rural character of such lands and provide for a variety of rural densities and development patterns, including the use of cluster housing concepts to encourage conservation of open space and resource lands.” *CCC 31.02.260(1).* Land uses permitted in rural areas include residential, small-scale resource production or extraction, tourism and recreation, home-based industries, essential public facilities, rural villages, and limited commercial and industrial uses. *CCC 31.02.260(5).* In rural areas, the “primary use of land should be for rural residential and small-scale resource production or extraction uses.” *CCC 31.02.260. Exhibit 1, Staff Report, pages 1, 2, and 5 through 7.*
7. County staff analyzed the proposal for consistency with the goals and policies of the Comprehensive Plan and determined that the proposal would be consistent with such goals and policies. County staff identified several policies applicable to the Sequim-Dungeness Region as being relevant to the proposal, including:

Rural Land Policy 6. The Sequim-Dungeness region should allow a range of rural densities from one dwelling unit per acre to one dwelling unit per 20 acres. The conversion of rural areas into higher densities should be discouraged, except where clear public benefit is demonstrated through such mechanisms as planned unit developments. More intensive rural densities and nonresidential rural land uses should be limited to and contained within those areas already predominately built out at such densities and/or land uses by 1990 and be designated consistent with the guidelines and criteria under CCC 31.02.263. Lands previously zoned as forestry 1, commercial forest, or commercial forest/residential mixed-use

which did not meet the criteria for designation of forestlands of long-term commercial significance should be re-designated as Rural Very Low, unless the property was previously zoned at a higher density.

Rural Land Policy 7. The extension of existence of public water service in designated rural areas lands shall not be justification for higher density than that established by the Sequim-Dungeness Regional Plan. Water purveyor plans must demonstrate that new facilities are consistent with the Comprehensive Plan and won't require increased densities to finance the planned facilities.

*CCC 31.03.270(6)(a) and (b).*

County staff also identified the following policies, applicable to the Sequim-West Neighborhood, as relevant to the proposal:

Land Use Policy 12. Lands along the Dungeness River are designated for low density rural uses, due to environmental constraints. While some lands outside the river corridor in this area have been developed in parcels of one acre or less with roadway systems and other public service facilities designed to handle this development, a significant portion of this area remains in larger parcel sizes. This area should be designated for Rural Neighborhood Conservation (five-acre base density) subject to optional innovative zoning techniques that are triggered by either specific neighborhood circumstances (overlay technique) or specific parcel criteria (cluster technique), except where a [Limited Area of More Intensive Development (LAMIRD)] is designated according to the provisions of CCC 31.02.263.

Land Use Policy 13. New land divisions in the area must consider the impact on aquifer recharge areas. Sewage disposal must meet local health code standards and monitoring of groundwater quality should be an ongoing effort.

*CCC 31.03.455(7)(a) and (b). Exhibit 1, Staff Report, pages 6 and 7.*

8. The property is zoned "Rural" (R1). Surrounding properties to the north, south, and east are also zoned R1 and properties to the west are zoned Rural Neighborhood Conservation (NC). "The purpose of the R1 zone is to provide areas having a suburban/rural density setting free from commercial and industrial developments." *CCC 33.10.040*. Single-family dwellings are permitted outright in the R1 zone, with a maximum density of one dwelling unit per acre and minimum lot size of one acre. *CCC 33.10.040(1), (4), and (5)*. Surrounding properties range in size from one to five acres. The proposal would divide 8.26 acres into seven lots; six would be 1.02 acres, and the seventh would be 2.11 acres. All seven lots are intended for the development of single-family residences. County staff

reviewed the proposal and determined that it would meet all zoning requirements related to minimum lot size, maximum residential density, minimum lot width, and required setbacks. *Exhibit 1, Staff Report, pages 1 and 7.*

#### Critical Areas

9. The Clallam County Critical Areas Code, Chapter 27.12 CCC, was adopted to implement the environmental protection policies of the County's Comprehensive Plan and the critical area protection requirements of the Growth Management Act, Chapter 36.70A RCW. *Exhibit 1, Staff Report, page 5.*
10. The County's Critical Areas Map indicates that the project is located within a Critical Aquifer Recharge Area (CARA). CCC 27.12.615 provides performance standards for certain development activities within a CARA, including land divisions. The County's hydrogeologist recommended that the parcels share wells or form a Group B water system, preferably accessing water from the middle aquifer, to minimize the potential for contamination of the drinking water by the proposed septic systems. County Senior Planner Donella Clark explained at the hearing, however, that adoption of the hydrogeologist's recommendations is not required. County Environmental Health commented that it was working with the Applicant to design a system of individual wells. *Exhibit 1, Staff Report, pages 1 and 8; Exhibit 9; Testimony of Ms. Clark.*

#### Subdivision Requirements

11. Chapter 29.30 CCC provides specific requirements related to the subdivision of land, including requirements concerning improvements; minimum access and street standards; minimum water supply standards; minimum sewage disposal standards; standards related to irrigation, fire protection, drainage, and utilities; lot configuration requirements; common facilities ownership and maintenance requirements; and installation, construction, and inspection requirements. County staff reviewed the proposal and determined:
  - Access would be provided by a private road off Heath Road. The private road would be constructed at a minimum graveled surface width of 20 feet, with a minimum roadbed complying with CCC 29.30.200(2). The private road would be constructed within a 40-foot easement along the southern portion of the lots and would include a cul-de-sac at the dead-end of the road. The private road would be maintained as a common facility in accordance with CCC 29.30.200(2)(b). The property is located within the rural portion of the County and is not within a mile of a school, so the project does not require sidewalk installation.
  - The Applicant proposes to provide water to each lot through individual wells. Water availability has been approved for the lots by the Dungeness Water Exchange (DWE) of the Washington Water Trust. The County hydrogeologist recommends that the lots share wells or form a Group B system, preferably accessing water from the middle aquifer to decrease the potential drinking water contamination by the septic systems. Water mitigation would be required for all

lots. A water availability test is required to be approved by County Environmental Health pursuant to CCC 29.30.300(1)(a). Bacteriological and nitrate tests and a well log or pump test would be required on one demonstration well. Any well locations would be required to be shown on the final plat map with their 100-foot radius wellhead protection areas.

- Individual on-site septic systems would be used on each lot. Each system would be fully contained within the respective lot's boundary, or an easement would be established for off-site systems serving the development, as required by CCC 29.30.400.
- The property is located within the Clallam Irrigation Company district. County code requires that an irrigation district provide irrigation water rights-of-way to each lot and that the rights-of-way be shown on the final plat map pursuant to RCW 58.17.310. The rights-of-way would be exclusively available in perpetuity for the development, adjudicated use, and conveyance of irrigation water to serve lots within the plat and other landowners as specified.
- The lots would not require fire protection measures because they would all exceed one acre in size and would not be connected to a public water source.
- The Applicant would install community drainage and erosion control improvements prior to final plat approval. Common drainage facilities would be maintained by the land divider, a designee, or a lot owners' association, as required by CCC 29.30.500(3). A draining plan would be required prior to final plat removal.
- Underground electrical and telephone services would be provided to each lot, as required by CCC 29.30.500(4). Easements would be reserved for installed utilities and designated on the face of the final plat.
- Each lot would abut upon a road right-of-way and would have a minimum lot frontage of 30 feet, as required by CCC 29.30.600. Double frontage lots that abut public right-of-way would be accessed only by streets within the land division, with only one approach onto the public road, except for land divisions where two or more roads are required. Land division located adjacent to County arterials would be designed so that access to each lot is provided by a public or private road other than the arterial. Each lot meets the width-to-depth ratio of one to five required under CCC 33.10.040(7).
- The responsibility for common facilities ownership and maintenance requirements would be determined prior to final plat approval. Common facilities may include, but are not limited to, sewage disposal, water supply, drainage facilities, streets, and recreational areas serving the lot owners. Ownership of common facilities by a lot owner's association must be established prior to final plat approval, as required by CCC 29.30.700.
- All required improvements would be verified prior to final plat approval as required by CCC 29.30.800.

*Exhibit 1, Staff Report, pages 3 through 5.*

### Testimony

12. County Senior Planner Donella Clark testified generally about the application and how the County reviewed the application for consistency with the County's Comprehensive Plan and zoning ordinances. She explained that two parcels would be divided into seven lots for development of single-family residences that would be served by individual wells and septic systems. Ms. Clark noted that the property's soil supported the installation of dry wells and that the Applicant received approval from DWE of water availability for the individual wells. She explained that the subject property is located within a CARA and that County staff does not have any concerns about impacts to the CARA because the Applicant has been working with County Environmental Health to design the individual well system. Ms. Clark stated that, although shared wells or formation of a Group B system are recommended in CARAs, they are not required. She noted that the lots in the surrounding parcels are similarly zoned, have single-family residences, and range in size from one to five acres. Ms. Clark stated that the Public Works Department would require a drainage plan for development of the private access road. She noted that sign-off for development from other property owners in the plat would not be required for the proposed subdivision because more than five years has lapsed since creation of the plat. *Testimony of Ms. Clark.*
13. Applicant Representative Brian Cays testified that he agrees with County's staff's analysis of the proposal as detailed in the staff report and Ms. Clark's testimony. *Testimony of Mr. Cays.*

### Staff Recommendation

14. Ms. Clark testified that County staff recommends approval of the preliminary subdivision, with conditions designed to ensure the proposal complies with municipal code requirements and mitigates project impacts. Mr. Cays testified that the Applicant understands and would comply with the proposed conditions. *Exhibit 1, Staff Report, pages 9 through 12; Testimony of Ms. Clark; Testimony of Mr. Cays.*

## **CONCLUSIONS**

### Jurisdiction

The Hearing Examiner has jurisdiction to hear and decide subdivision applications. CCC 26.04.060; CCC 29.13.200.

### Criteria for Review

Under Chapter 29.10 CCC, review and preliminary determination for a land division requires consistency with the following:

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;

*Findings, Conclusions, and Decision*  
*Clallam County Hearing Examiner*  
*Turner Preliminary Subdivision, No. LDV2022-00001*

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.*

The state subdivision criteria, codified at Chapter 58.17 RCW, are as follows:

A proposed subdivision and dedication shall not be approved unless the city, town, or county legislature body makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare and for such 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 all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication.

*RCW 58.17.110(2).*

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

1. **With conditions, the preliminary subdivision would be consistent with the criteria of approval established under Chapter 29.10 CCC.** The property is located within the Sequim-West Neighborhood of the Sequim-Dungeness Planning District and is designated "Rural" under the County Comprehensive Plan. In rural areas, certain characteristics should be maintained, including low-densities, small-scale agriculture, woodlot forestry, wildlife habitat, clean water, clean air, outdoor recreation, rural lifestyles, and low traffic volumes. Primary uses of land in rural areas should be for rural residential and small-scale resource production or extraction uses. In the Sequim-Dungeness region, rural residential densities range from one dwelling unit per acre to one dwelling unit per 20 acres. County staff analyzed the proposal for consistency with the goals and policies of the Comprehensive plan and determined that the proposal would be consistent with such goals and policies. The Hearing Examiner concurs with County staff's determination. The proposal, as conditioned, would promote rural residential development at a density of one dwelling unit per acre to one dwelling unit per two acres, consistent with goals and policies of the Comprehensive Plan promoting residential development at this density in this location.

The property is zoned Rural (R1). The purpose of the R1 zone is to provide areas have a suburban/rural density setting free from commercial and industrial developments. Single-family residences are permitted in the R1 zone, with a maximum residential density of one dwelling unit per acre. As noted above, the density of the proposed subdivision would range from one dwelling unit per acre to one dwelling unit per two acres.

The proposal would satisfy the requirements of Chapter 29.30 CCC concerning improvements; minimum access and street standards; minimum water supply standards; minimum sewage disposal standards; standards related to irrigation, fire protection, drainage, and utilities; lot configuration requirements; common facilities ownership and maintenance requirements; and installation, construction, and inspection requirements. The lots would be accessed off Heath Road via a private road constructed through an easement on the southern portion of the parcels. Single-family residences would be served by individual wells and septic systems. Dungeness Water Exchange of the Washington Water Trust approved water availability for the site. The lots do not require fire protection facilities and would be served by underground electrical and telephone services. Each lot would abut a road right-of-way and would meet minimum lot size and frontage requirements. The Applicant would install community drainage and erosion control improvements prior to final plat approval. The responsibility for common facilities ownership and maintenance requirements would also be determined prior to final plat approval. The Clallam Irrigation Company district would be required to provide irrigation water rights-of-way to each lot, which must be shown on the final plat map. All required improvements would be verified prior to final plat approval as required by CCC 29.30.800. The proposed subdivision would not require sidewalk installation because the property is located in a rural area more than a mile from the nearest school.

The County's Critical Areas Map indicates that the project site is located within a Critical Aquifer Recharge Area (CARA). The County's hydrogeologist recommended that the parcels share wells or form a Group B water system, preferably accessing water from the middle aquifer, to minimize the potential of contamination of drinking water by the proposed septic systems. A system of shared wells or formation of a Group B system in a CARA is recommended but not required. County staff determined that there are no concerns about the proposal's impacts to the CARA because the Applicant has been working with County Environmental Health to ensure that the system of individual wells would follow performance standards for development activities within a CARA.

Conditions, as detailed below, are necessary to ensure that that the Applicant properly records the plat; ensures consistency with submitted plans; provides an engineered drainage plan; mitigates water impacts to the CARA; provides certificates of water availability and mitigation; performs bacteriological and nitrate tests on a demonstration well; ensures all utilities are properly installed and common facilities are maintained;

ensures critical areas are protected; obtains all necessary inspections; develops the proposal in a timely manner; and meets all other federal, state, and local requirements and requirements for subdivision approval. *Findings 1, 4 – 14.*

2. **With conditions, the proposed subdivision would be consistent with development regulations, considering land use type, development level, infrastructure, and development characteristics, such as development standards, as required by Chapter 58.17 RCW.** The County provided reasonable notice and opportunity to comment on the proposed preliminary plat. The County did not receive any public comments in response to its notice materials. The County did receive comments from reviewing departments and agencies and incorporated their recommendations as recommended conditions for approval, which the Hearing Examiner adopts in the decision as conditions of preliminary subdivision approval. Environmental impacts of the proposed plat were considered, as required by SEPA, and the County issued a SEPA Determination of Nonsignificance. The preliminary plat would provide single-family residential development consistent with applicable development regulations. County staff determined that, with conditions, the proposal would be consistent with all applicable County requirements, including the applicable Comprehensive Plan, municipal code, and development standards. The public interest would be served by the platting of the subdivision. As noted in Conclusion 1 and detailed below, conditions are necessary to ensure that the proposal meets all criteria required for preliminary plat approval as well as all other local, state, and federal requirements. *Findings 1 – 14.*

### **DECISION**

Based on the preceding findings and conclusions, the request for a preliminary subdivision to create seven residential lots on two undeveloped parcels totaling 8.26 acres, located west of Heath Road, between Milky Way and Twin Peaks Lane, is **APPROVED**, with the following conditions:<sup>2</sup>

1. The complete plat number and existing parcel numbers must appear at the top right corner of the final plat as follows:

**PLAT NO. LDV2022-00001**

**Parcel Numbers: 043014-229060 and 043014-229070**

2. The final plat shall be substantially consistent with the proposed development as modified by these conditions of approval.

---

<sup>2</sup> Conditions include both legal requirements applicable to all developments and requirements to mitigate the specific impacts of this development.

3. The Applicant shall comply with the requirements for final plat approval of Chapter 29.20 CCC.
4. Prior to final plat approval, the Applicant shall provide a water availability application to the Environmental Health Division for review and approval. This shall include a well report, well log, nitrate and bacterial test from the demonstration well as well as a recorded shared well agreement if the Applicant intends to share the well. The well must be able to accommodate a 100-foot radius well protection zone to be shown on the final plat map. Consult the Clallam County Environmental Health Division for further information.
5. The Applicant is recommended to connect to an existing Group B water system or form a Group B system, preferably accessing water from the middle aquifer to decrease the chance of having drinking water contaminated by land uses including septic. Existing and proposed well radii must be shown on the final plat. The 100-foot radius must be contained within the original lot lines, or an easement obtained.
6. A Mitigation Certificate shall be obtained prior to final of the land division. An application for Mitigation Certificates would need to be submitted to the Water Trust and payment complete. The Certificate would be recorded simultaneously with the final plat and need to be referenced on the final plat map.
7. A note shall be added to the final plat that states the water source and indicates the lots are served by onsite septic systems.
8. The private road shall be constructed in accordance with CCC 29.30.200. This private road shall be constructed to a minimum 20-foot graveled surface within a 30-foot easement off the properties involved in the land division and a 40-foot easement on the proposed properties. The minimum depth of the roadbed shall comply with subsection CCC 29.30.200(2)(b). The road ends on proposed Lot D and would require construction of a cul-de-sac in accordance with CCC 29.30.200(5).
9. Private road shall be named through the Clallam County Road Department and the approved name shown on the final plat map.
10. Pursuant to CCC 29.30.500(1), the irrigation water rights-of-way shall be shown on the face of the final plat. A note is required on the face of the map:

***The water rights-of-way are to be exclusively available in perpetuity for development, adjudicated use and conveyance of irrigation water to serve lots within the plat and other landowners as specified.***

11. The following language shall be clearly shown on the face of the final plat:

***This land division was determined to be consistent with the residential density of the underlying zone at the time of approval. Any future division or redivision of lots within this land division shall be considered in the context of the maximum residential density requirements of the underlying zone for all properties shown herein, as now or hereafter may change. Consult the Clallam County Planning Division for further information.***

12. In accordance with CCC 29.30.700, the responsibility for the maintenance and operation of any common facilities, including roads, shall be determined prior to final plat approval. Said facilities must be maintained and operated by the land divider, a lot owners' association, a public agency or a private agency consistent with applicable state requirements. However, no public or private agency has been designated for the maintenance of common facilities and is therefore not being considered as part of this proposal. If said common facilities are to be owned and managed by a lot owners' association, said lot owners' association shall be established prior to final approval. The association is responsible for operating and maintaining all common facilities which have been dedicated or deeded to it by the land divider. The by-laws of the association shall authorize, at a minimum, the following responsibilities and authorities:
- To enforce covenants and conditions required by this Title, or in the lot owner's association.
  - To levy and collect assessments against all lots to adequately accomplish the association's responsibilities.
  - To collect money from unit owners to finance future improvements.
  - To collect delinquent assessments through the courts, including money to pay for the costs of court action.
  - To enter into contracts to build, maintain, and manage common facilities as required by the Title.
  - To allow amendments to the by-laws for improvements required by this Title require a land division alteration to be submitted, approved, and finalized in accordance with this Title.
13. If a Homeowners Association is formed, the final plat shall include a statement which requires indefinite existence of the association and automatic membership in the association upon assumption of ownership of a lot within the plat. The Association by-laws shall be submitted and approved by the Administrator prior to final approval. The by-laws required for this section shall be separate from any by-laws or private covenants established by the subdivider. Any private covenants or restrictions proposed by the subdivider shall not be included with any required by-laws set forth by Title 29 of the Clallam County Code.

14. Prior to final plat approval, underground utilities must be installed to each lot by the land divider including, but not limited to electrical and telephone. Television cable is optional, provided that if cable service is not installed, it must be installed underground. Reservation of all required utility easements must be assured and clearly shown on the face of the final plat.
15. All required improvements shall be installed by the land divider after the County has granted preliminary approval and prior to final approval in accordance with the following procedures:
  - Underground utilities, sanitary sewers, and storm drains installed in the road right-of-way shall be constructed before surfacing of streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed so as to avoid disturbance of street improvements when service connections are made.
  - A drawing showing required improvements as constructed shall be signed by the designer or installer, retained by the land divider and shall be submitted and filed with the Road Department upon completion of the improvements.
  - Lot Grading: Grading and filling of lots in a land division having an average slope of 10 percent or more shall be in compliance with the most recent edition of the Uniform Building Code adopted by Clallam County, and comply with the Chapter 27.12 CCC, and the Clallam County Drainage Manual, if applicable.
  - Minimum improvements required by this Title shall be installed at the expense of the land divider prior to final approval.
  - The County Public Works Department shall inspect and approve all required construction prior to final approval.
16. Prior to inspection of the required improvements, the Applicant shall submit a completed *Affidavit of Improvements and Improvement Inspection Request* (forms available at the Clallam County Department of Community Development).
17. The Applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final plat approval.
18. The above requirements are subject to change if proposed lot sizes or any other information provided by the Applicant, or their authorized representative proves inaccurate.
19. Current year property taxes (year in which the subdivision is to receive final approval) and any delinquent assessments for which the property may be liable to be paid in full to the Clallam County treasurer.
20. Upon completion of all of the above requirements, the Applicant shall submit the Certificate of Title and 3 copies of the proposed final plat and appropriate fees for review by the Administrator for final approval.

21. All certification stamps and signatures shall be in permanent black ink.
22. The Clallam County Auditory will only accept a final plat which shall consist of one or more pages, each 18 inches wide by 24 inches, clearly and legibly drawn on polyester base (mylar) film with a minimum thickness of three mil. All drawing and lettering on the final plat shall be in permanent black ink. The only acceptable alternative is photographically processed mylar film copies (photographically processed means fixed line silver based photopositive chemical process). The following processes are not acceptable: Diazo (ammonia) process mylar, electrostatic mylar, wash off (wet erasable) mylar, sepia paper, pencil on mylar, or tracing paper.
23. A final plat which meets all of the requirements of Title 29 and of this decision shall be submitted to the Administrator for processing and approval within five years of the date of the preliminary land subdivision approval. The final plat may be presented to the County at any time during the period of preliminary approval. The preliminary approval shall be null and void unless a final plat is approved and recorded during the original five-year approval period.

DECIDED this 19<sup>th</sup> day of May 2022.



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ANDREW M. REEVES  
Hearing Examiner  
Sound Law Center

## DECLARATION OF MAILING

In the Matter of the Application of       )  
                                                              )  
Rex Turner                                        )  
                                                              )  
For Approval of a Preliminary Subdivision   )  
\_\_\_\_\_)

Under penalty of perjury under the laws of the State of Washington I declare that the following is true and correct:

On the 20th day of May 2022, I forwarded the attached **NOTICE OF DECISION, AND FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION** regarding the above-referenced matter to:

Brian Cays [opsurveying@olypen.com](mailto:opsurveying@olypen.com)

Rex Turner  
190 Twin Peaks Lane  
Sequim, WA 98382

Signed at Port Angeles, Washington this 20<sup>th</sup> day of May 2022.



\_\_\_\_\_  
Donella Clark  
Principal Planner

CLALLAM COUNTY DEPARTMENTS OF  
COMMUNITY DEVELOPMENT AND ROADS  
PERMIT APPLICATION SITE PLAN  
PLEASE SHOW ALL REQUIRED INFORMATION

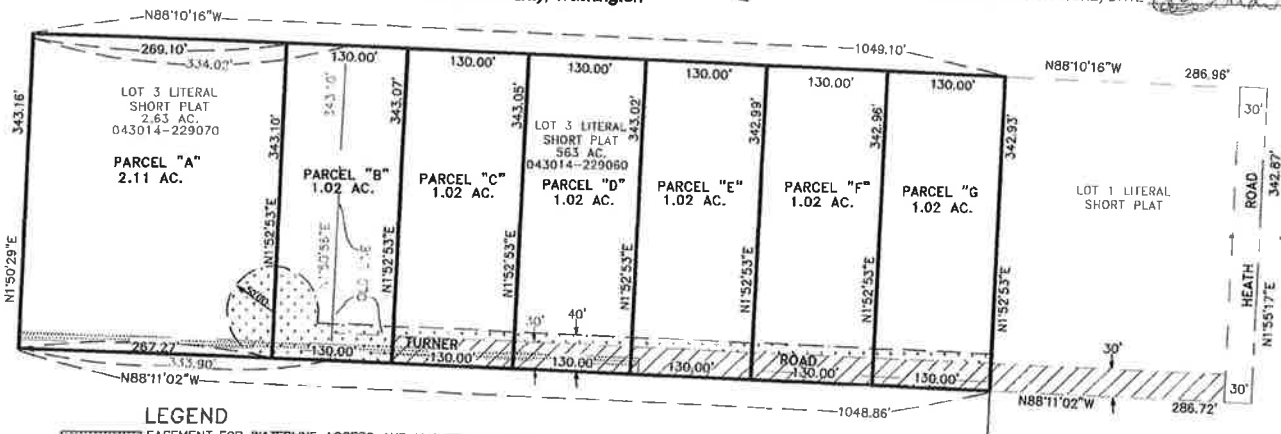
# **HARMONY SHORT PLAT OF A PORTION OF**

**N.W. 1/4 Sec. 14, T.30N, R.4W., W.M.**  
**Clallam County, Washington**

APPLICANT REX TURNER STAFF INITIALS \_\_\_\_\_

PARCEL # 043014-229060 043014-229070 PERMIT # \_\_\_\_\_

APPLICANTS SIGNATURE/DATE [Signature] 1/10/24



## **LEGEND**

- EASEMENT FOR WATERLINE ACCESS AND MAINTENANCE PER QUIT CLAIM DEED A.F.NO. 477687
- 30FT. EASEMENT FOR INGRESS, EGRESS AND UTILITIES PER SHORT PLAT VOLUME 26, PAGE 43
- EASEMENT FOR INGRESS, EGRESS AND UTILITIES PER THIS SUBDIVISION



**PRELIMINARY**



VICINITY MAP



SITE TOPOGRAPHY

PLEASE NOTE: THIS SHEET IS PROVIDED FOR YOUR USE; A LARGER SHEET MAY NEED TO BE USED DEPENDING ON THE SIZE/COMPLEXITY OF YOUR PROJECT  
IF A LARGE SHEET IS NEEDED 6 ADDITIONAL COPIES MUST BE SUBMITTED.

SCALE 1" = 100'



5  
7/25/22

## AGENDA ITEM SUMMARY

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

**Department:** BOCC

**WORK SESSION**     ☒ **Meeting Date:** 7/25/22

**REGULAR AGENDA**   ☒ **Meeting Date:** 8/2/22

**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    |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Vacancies exist on the Solid Waste Advisory Committee due to Public Works Department support staff changes.

Public Works/Roads Department endorses the appointment of Steve Gray as the Clallam County representative and Mark Ozias as the Clallam County alternate representative.

**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 a resolution to appoint.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Public Works

**Relevant Departments:** Board of Commissioners, Public Works

**Date submitted:** 7-19-22

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



RESOLUTION \_\_\_\_\_, 2022

APPOINTING MEMBERS TO THE SOLID WASTE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Solid Waste Advisory Committee due to Public Works Department support staff changes.
2. Public Works/Roads Department endorses the appointment of Steve Gray as the Clallam County representative and Mark Ozias as the Clallam County alternate representative.

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

1. **Steve Gray** is appointed as the Clallam County representative for a standing term.
2. **Mark Ozias** is appointed as the Clallam County alternate representative for a standing term.

PASSED AND ADOPTED this 2nd day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Bill Peach

ATTEST:

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

A22.177  
Appointee  
Public Works



6  
7/25/22

## AGENDA ITEM SUMMARY

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

**Department: BOCC**

**WORK SESSION**    ☒ **Meeting Date: 7/25/22**

**REGULAR AGENDA**    ☒ **Meeting Date: 8/2/22**

**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       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

A vacancy exists on the Marine Resources Committee due to the retirement of Ann Soule, the City of Sequim representative position.

The City of Sequim notified the Board of Commissioners of the appointment of their new City of Sequim representative, Meggan Uecker.

**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 a resolution to appoint.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Department of Community Development – Rebecca Mahan

**Relevant Departments:** Board of Commissioners, Department of Community Development

**Date submitted:** 7-19-22

\* 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)

Marine Resources Committee Uecker 8-2-22

Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2022

APPOINTING A MEMBER TO THE MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Marine Resources Committee due to the retirement of Ann Soule, the Sequim City Council representative position.
2. The City of Sequim notified the Board of Commissioners of the appointment of their new Sequim City Council representative, Meggan Uecker.

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

1. **Meggan Uecker** is appointed to serve as the Sequim City Council representative for a standing term.

PASSED AND ADOPTED this 2nd day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

\_\_\_\_\_  
Randy Johnson

ATTEST:

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Bill Peach

A22.164  
Appointee  
DCD



7  
7/25/22

## AGENDA ITEM SUMMARY

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

**Department:** BOCC

**WORK SESSION**     ☒ **Meeting Date: 7-25-22**

**REGULAR AGENDA**   ☒ **Meeting Date: 8-2-22**

**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       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

A vacancy exists on the Behavioral Health Advisory Board due to an expired term.

A press release was issued during the month of June 2022 soliciting applications from interested citizens. One application was received.

Health and Human Services Deputy Director endorses the appointment of Rebecca "Becca" E. Larsen to the Behavioral Health Advisory Board.

**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 a resolution to reappoint.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Health and Human Services Department

**Relevant Departments:** Board of Commissioners, Health and Human Services Department

**Date submitted:** 7-19-22

\* 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)

Behavioral Health Advisory Board Larsen 8-2-22

Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2022

APPOINTING A MEMBER TO THE  
BEHAVIORAL HEALTH ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board due to an expired term.
2. A press release was issued during the month of June 2022 soliciting applications from interested citizens. One application was received.
3. Health and Human Services Deputy Director endorses the appointment of Rebecca "Becca" E. Larsen to the Behavioral Health Advisory Board.

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

1. **Rebecca "Becca" E. Larsen** is appointed as the Services for Homeless representative for a term ending December 31, 2024.

PASSED AND ADOPTED this 2<sup>nd</sup> day of August 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

\_\_\_\_\_  
Randy Johnson

ATTEST:

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Bill Peach

c: A22:52  
Appointee(s)  
HHS



## AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-25-22

REGULAR AGENDA ☒ Meeting Date: 8-2-22

### 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       |

Documents exempt from public disclosure attached: ☐

### Executive summary:

A vacancy exists on the Planning Commission for representation of District IIIb due to a resignation.

A press release was issued during the month of June 2022 soliciting applications from interested citizens within District III. One application was received.

The Director of the Department of Community Development and the District III County Commissioner supports the appointment of Kenneth Reandeau to fill the vacant position as the District IIIb representative.

**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 and Department of Community Development

**Relevant Departments:** Board of Commissioners and Department of Community Development

**Date submitted:** 7-19-22

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



RESOLUTION \_\_\_\_\_, 2022

APPOINTING A MEMBER TO THE PLANNING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Planning Commission for representation of District IIIb due to a resignation.
2. A press release was issued during the month of June 2022 soliciting applications from interested citizens within District III. One application was received.
3. The Director of the Department of Community Development and the District III County Commissioner supports the appointment of Kenneth Reandeau to fill the vacant position as the District IIIb representative.

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

1. **Kenneth Reandeau** is appointed as the District IIIb representative for a remaining term ending December 31, 2023.

PASSED AND ADOPTED this 2nd day of August, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Bill Peach

A22.172  
Appointee  
DCD



## AGENDA ITEM SUMMARY

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

9  
7/25/22

**Department: Finance**

**WORK SESSION** ☒ **Meeting Date: 7/25/2022**

**REGULAR AGENDA** ☐ **Meeting Date:**

**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 Review | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other ARPA 2022 Second Quarter Monthly |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

**OVERVIEW OF ARPA PROJECT AND EXPENDITURE REPORT FOR SECOND QUARTER OF 2022, AND STATUS UPDATE OF ARPA FUNDING OBLIGATIONS/COMMITMENTS/REMAINING UNALLOCATED FUNDS**

The purpose of this briefing is to provide the public, county commissioners, department heads, elected officials, and partnering agencies with an understanding of Clallam County's stewardship of the \$15,020,640 of ARPA relief funds thus far.

This data will be updated onto the Clallam County ARPA webpage located at [www.clallam.net](http://www.clallam.net) to provide additional transparency on Clallam County's administration of ARPA funds.

**ARPA BACKGROUND**

In May 2021, the County was awarded \$15,020,640 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"). The County received the first half of these funds on May 28, 2021, with the 2<sup>nd</sup> half of these funds received by the County in June, 2022.

\* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Project & Expenditure Report for Second Quarter of 2022 7-25-22  
\*\* Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

As outlined in the ARPA Final Rule and FAQ guidance provided by the U.S. Treasury, ARPA Funds can be utilized in support of the following purposes:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and
- (5) To address the disparate impact of COVID-19 on certain populations and geographics, additional eligible services may include:
  - a. Addressing health disparities and the social determinants of health, including community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
  - b. Building stronger neighborhoods and communities, including supportive housing and other services for individuals experiencing housing or food insecurity, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
  - c. Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
  - d. Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth

During the July 6, 2021 Continued Work Session with BOCC, the BOCC identified eight priority areas that they indicated support for allocating ARPA Funds to, including:

- Local Small Business and Non Profit Economic Assistance;
- Assistance to Businesses and Non Profits that provide Child Care Services;
- Mental/Behavioral Health;
- Food Security Support to Local Food Banks;

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\* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Project & Expenditure Report for Second Quarter of 2022 7-25-22  
\*\* Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

- Affordable Housing/Homelessness Support;
- Residential and Commercial Utility Relief;
- Local Water Systems Infrastructure; and
- Broadband

## **OVERVIEW OF CLALLAM COUNTY'S PROJECT AND EXPENDITURE REPORT FOR THE PERIOD COVERING APRIL 1, 2022 – JUNE 30, 2022 TO BE SUBMITTED TO THE U.S. TREASURY BY JULY 31, 2022**

Under the compliance reporting requirements of the ARPA Act, the County is required to submit quarterly Project & Expenditure Reports to U.S. Treasury outlining the ARPA funded projects the County entered into, the amount of ARPA fund obligations, and the expenditures incurred for the quarterly period ending June 30, 2022. In addition to requiring the County to disclose each of the projects for which ARPA funds were obligated and/or expended, the County is also required to:

- Indicate the ARPA eligible expenditure category the project was covered under;
- Provide a description of each project;
- Provide a list of subrecipients that received the awarded funds;
- Indicate the type of award made (i.e. Subaward, reimbursable grant, direct payment, etc.)
- Provide a list and details of each expenditure made under each of those Subawards greater than \$50,000 during the reporting period; and
- Report the aggregate amount expended for awards less than \$50k.

As will be disclosed in the Clallam County SLRF Project and Expenditure report due to the U.S. Treasury by July 31, 2022, **the County has entered into ARPA funded contractual obligations totaling \$9,142,329.28 through June 30, 2022 representing 61% of total ARPA funds awarded to Clallam County.**

A total of \$7,152,577.49 of ARPA funds have been disbursed to-date:

- \$3,616,410.87 disbursed through December 31, 2021 (3/1/2021 through 12/31/2021)
- \$1,978,701.22 disbursed during the first quarter of 2022 (1/1/2022 through 3/31/2022)
- \$1,557,465.40 disbursed during the second quarter of 2022 (4/1/2022 through 6/30/2022)

In June 2022, \$389,911 of ARPA funds was returned to the County from Peninsula Behavioral Health as a result of a subsequent grant received by Peninsula Behavioral Health relating to the All-View Motel Affordable Housing project. As a result of this Peninsula Behavioral Health return of funds the County has disbursed net ARPA funds to-date of \$6,762,666.49.

A summary table is included below of the projects for which ARPA funds have been formally obligated and expended by Clallam County during the period March 2021 – June 2022:

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\* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Project & Expenditure Report for Second Quarter of 2022 7-25-22  
 \*\* Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

| Project Expenditure Category Group | Project Expenditure Category                                                                                             | Project Name                                                                      | Total Obligations | Total Expenditures for Second Quarter of 2022 | Total Expenditures for First Quarter of 2022 | Total Expenditures Thru 12/31/21 | Total Expenditures Disbursed to Date | Project Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------|-----------------------------------------------|----------------------------------------------|----------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. Negative Economic Impacts       | 2.2 Household Assistance: Rent, Mortgage, and Utility Aid                                                                | Clallam County PUD Residential and Commercial Utility Assistance                  | \$ 350,000.00     | \$ 5,402.43                                   | \$ 39,727.05                                 | \$ 197,882.64                    | \$ 243,012.12                        | Funds were committed to provide utility payment assistance to residents, small businesses, and non-profits experiencing severe financial hardship due to job loss, layoff, reduction of work hours, reduced revenues or other negative economic impacts or circumstances resulting from the COVID-19 public health emergency. The funds were needed to avoid a utility disconnect that would endanger the health and well-being of the impacted residents, and impair the ability of businesses to continue to operate. <b>To date, 332 households and small businesses had received ARPA-funded utility payment assistance.</b>                                                                                                                                                                                                                                                                                                        |
| 2. Negative Economic Impacts       | 2.29 Assistance to Small Businesses: Loans or Grants to Mitigate Financial Hardship                                      | Clallam Economic Development Council - Lifeboat3--Small Businesses                | \$ 2,484,788.00   | \$ 470,434.73                                 | \$ -                                         | \$ 1,943,060.27                  | \$ 2,413,495.00                      | Funds were committed to provide small businesses whose operations and financial conditions were adversely impacted by the COVID-19 public health emergency, including reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. <b>Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 160 small businesses in Clallam County received assistance through June 30, 2022.</b>                                                                                                                                                                                                                                               |
| 2. - Negative Economic Impacts     | 2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted) | Clallam Economic Development Council - Lifeboat 3 Economic Assistance--NonProfits | \$ 302,000.00     | \$ 140,000.00                                 | \$ -                                         | \$ 162,000.00                    | \$ 302,000.00                        | Funds were committed to provide nonprofits whose operations and financial conditions were adversely impacted by the COVID-19 public health emergency, including reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship. <b>Under the EDC Lifeboat 3 grant program funded by these ARPA funds, a total of 30 non-profits in Clallam County had received assistance through June 30, 2022.</b>                                                                                                                                                                                                                                                       |
| 2. - Negative Economic Impacts     | 2. 11 Healthy Childhood Environments: Child Care                                                                         | Clallam Economic Development Council--Lifeboat 3 Economic Assistance--Childcare   | \$ 469,064.00     | \$ -                                          | \$ 469,064.00                                | \$ -                             | \$ 469,064.00                        | Funds were committed for small business, non-profits, and special districts that provide child care services in Clallam County that were impacted by the COVID-19 public health emergency. <b>Under the EDC Lifeboat 3 grant program funded by these ARPA Funds a total of 23 childcare organizations received funds; 16 small businesses, 6 nonprofits and 1 special district.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2. - Negative Economic Impacts     | 2.15 Long-term Housing Security: Affordable Housing                                                                      | Peninsula Housing Authority                                                       | \$ 210,000.00     | \$ -                                          | \$ -                                         | \$ 210,000.00                    | \$ 210,000.00                        | Funds were committed to cover gaps in support of six affordable home projects that were on hold and other similar affordable housing projects located in Clallam County that low-income families are participating in building through Peninsula Housing Authority's 'Mutual Self-Help Program' and that qualify for assistance under their 'Down Payment Assistance Program'. Funds are used to bridge funding gaps once USDA loan funds are exhausted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2. Negative Economic Impacts       | 2.15 Long-term Housing Security: Affordable Housing                                                                      | Peninsula Behavioral Health - All View Motel Affordable Housing Project           | \$ 727,411.00     | \$ -                                          | \$ -                                         | \$ 727,411.00                    | \$ 727,411.00                        | Funds were committed to support the purchase of the All View Motel for conversion into a supportive affordable housing project of 27 units to house up to 41 individuals or families with serious mental health needs and/or significant substance use disorders who are in need of permanent stable housing with onsite services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2. Negative Economic Impacts       | 2.15 Long-term Housing Security: Affordable Housing                                                                      | Habitat for Humanity                                                              | \$ 100,000.00     | \$ -                                          | \$ -                                         | \$ 100,000.00                    | \$ 100,000.00                        | Funds were committed to support the completion of select affordable housing projects in Clallam County for households with incomes of 30-80% of Clallam County's Area Median Income (AMI). Funding was needed to address immediate cash flow constraints that were hindering Habitat for Humanity's ability to cover funding gaps in planned affordable housing projects due to increased building material costs. These funds were used for affordable housing construction costs, including contractor/subcontractor and building material expenses for current affordable housing unit projects, or for restarting affordable housing projects that were previously placed on hold due to high construction material or contractor/subcontractor costs encountered during the COVID-19 public health emergency. Two affordable housing projects in Port Angeles were completed at the end of 2021 utilizing the provided ARPA funds. |

|                              |                                                                |                                                                  |                 |               |               |               |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------|----------------------------------------------------------------|------------------------------------------------------------------|-----------------|---------------|---------------|---------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. Negative Economic Impacts | 2.1 Household Assistance: Food Programs                        | Clallam Bay - Sekiu New Hope Food Bank                           | \$ 250,000.00   | \$ -          | \$ -          | \$ 194,921.96 | \$ 194,921.96 | Funds were committed to support the New Hope Food Bank serving residents of Clallam Bay-Sekiu and surrounding areas within west Clallam County who are experiencing food insecurity during the COVID-19 public health emergency. Their current food bank facility (a 30+ year-old single-wide mobile home of approximately 720 sq ft), has fallen into a state of severe disrepair due to the buildings age and construction quality. As a result of pest infestation, electrical wiring problems and other issues, it is no longer safe or viable for the continued operation as a food bank. In addition to the structure issues, the current facility is located approximately 3 miles outside of Clallam Bay, which greatly hinders its ability to serve the food security needs of low income residents in the area, many of whom lack a means of transportation to the food bank. In order to address these issues, a 1,300 sq ft replacement facility was located and available at 33 Bogachiel Street in Clallam Bay. This facility is within close proximity to several local organizations that support other needs of the community including: the Lions Club, health clinic, community center, and a local church. These funds are to support the purchase and renovation of the food bank's new facility in Clallam Bay. |
| 2. Negative Economic Impacts | 2.16 Long-term Housing Security: Services for Unhoused Persons | North Olympic Regional Veteran's Housing Network--Hobucket House | \$ 59,903.00    | \$ -          | \$ -          | \$ 59,903.00  | \$ 59,903.00  | Funds were committed to NORVHN to support completion of the "Hobucket House" group home project for homeless, disabled Veterans in Clallam County. Funding was needed to address immediate cash flow constraints that were hindering their ability to cover gaps in this planned affordable housing group home project located in Forks, WA due to increased building material costs resulting from the supply chain disruptions created during the COVID-19 public health emergency. The grand opening of the Hobucket House was held on April 20, 2022.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2. Negative Economic Impacts | 2. 35 Aid to Tourism, Travel, or Hospitality                   | Black Ball Transportation Inc Economic Assistance Grant          | \$ 1,250,000.00 | \$ 801,693.30 | \$ 24.05      | \$ -          | \$ 801,717.35 | Funds were committed to support the preservation of the Black Ball private marine transportation activities and jobs associated with such activities that were severely negatively impacted by the closure of the United States- Canada border during the COVID-19 pandemic by providing ARPA-funded economic support assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1. Public Health             | 1.1 COVID-19 Vaccination                                       | COVID-19 Vaccination Marketing Campaign                          | \$ 21,000.00    | \$ -          | \$ -          | \$ 20,017.00  | \$ 20,017.00  | Funds were used to develop the social media branding campaign platform, 'Clallam County Cares' to provide COVID-19 facts, updates, and resources to the public.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2. Negative Economic Impacts | 2.11 Healthy Childhood Environments: Child Care                | Child Care Recruitment Job Fair                                  | \$ 1,215.00     | \$ -          | \$ -          | \$ 1,215.00   | \$ 1,215.00   | Sponsorship was provided for a recruitment fair to encourage participants to consider a career in childcare and early childhood education and accept job openings currently available in most childcare centers and facilities across the county. Current staff shortages have reduced available child care slots by over 25%. Funds were used for advertising in the local paper and a City Banner (cost and installation). The recruitment fair was held on July 31, 2021. Funds were exhausted as of 12/31/2021.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1. Public Health             | 1.4 Prevention in Congregate Settings                          | Tek84 Full Body Scanner for County Jail                          | \$ 183,872.00   | \$ -          | \$ 183,872.00 | \$ -          | \$ 183,872.00 | Funds were committed to purchase the Tek84 Intercept Full Body Scanner System. The thermal body scanner will scan all incoming inmates to the County jail, minimizing the amount of time and physical proximity needed to conduct a search for contraband while alerting staff to any elevated body temperatures. The results will be a reduced risk of potential COVID-19 exposure to jail staff during the processing of incoming inmates and an early warning of illness symptomatology.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2. Negative Economic Impacts | 2.1 Household Assistance: Food Programs                        | Forks Community Food Bank                                        | \$ 105,000.00   | \$ -          | \$ -          | \$ -          | \$ -          | Funds were committed to support the purchase of a walk-in freezer allowing the food bank to meet the additional cold storage needs for increased food assistance to the community during the COVID-19 public health emergency. Funds will also be used for the salary and benefit costs of transitioning a volunteer executive director position into a paid full-time staff position due to the increased demands placed on this role and the food bank during the COVID-19 public health emergency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2. Negative Economic Impacts | 2.1 Household Assistance: Food Programs                        | Sequim Open Aire Market                                          | \$ 4,500.00     | \$ -          | \$ -          | \$ -          | \$ -          | Funds were committed to support the market's one-to-one matching ability for eligible food purchases under the 'SNAP Market Match Program' and matching costs incurred to support the 'Low-income Seniors Farmer's Market Nutrition Program' and the 'Women Infants and Children (WIC) Farmer's Market Nutrition Program' to provide improved access to fresh, healthy, and locally grown fruits and vegetables to low-income seniors and WIC recipients.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                                                                     |                                                                                                                          |                                                                                                           |                 |              |                 |      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------|--------------|-----------------|------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 - Negative Economic Impacts                                       | 2.1 Household Assistance: Food Programs                                                                                  | West Olympic Peninsula Betterment Association                                                             | \$ 18,000.00    | \$ -         | \$ 14,259.74    | \$ - | \$ 14,259.74    | Funds were committed to the OPBA's "Feed the 5000" community meal service that assists residents in the City of Forks and surrounding areas experiencing food insecurity during the COVID-19 public health emergency by providing a free meal each Tuesday. Funds were used to reimburse for costs related to the purchase and storage of food, the preparation of meals to include cookware and carts, the on-site meal service, to include cutlery, plates and seating, personal protection and sanitation materials, and packaging materials related to the delivery of meals due to the 300% increase in the number of individuals seeking the weekly meal service during the COVID-19 public health emergency.                                                                                  |
| 2, Negative Economic Impacts                                        | 2.1 Household Assistance: Food Programs                                                                                  | Sequim Food Bank                                                                                          | \$ 185,950.00   | \$ -         | \$ -            | \$ - | \$ -            | Funds were committed for the design, permitting, and other pre-construction costs relating to Sequim Food Bank's need to build an additional food storage facility on its adjoining property to provide a more sustainable operation to meet the food security needs of the community during the COVID-19 public health emergency. Funds will also be used for staffing costs supplementing the increased staffing required to meet the higher demand.                                                                                                                                                                                                                                                                                                                                               |
| 2, Negative Economic Impacts                                        | 2.1 Household Assistance: Food Programs                                                                                  | Port Angeles Farmer's Market                                                                              | \$ 6,500.00     | \$ -         | \$ -            | \$ - | \$ -            | Funds were committed to support the market's one-to-one matching ability for eligible food purchases under the 'SNAP Market Match Program' and matching costs incurred to support the 'Low-Income Seniors Farmer's Market Nutrition Program' and the 'Women Infants and Children (WIC) Farmer's Market Nutrition Program' to provide improved access to fresh, healthy, and locally grown fruits and vegetables to low-income seniors and WIC recipients.                                                                                                                                                                                                                                                                                                                                            |
| 2, Negative Economic Impacts                                        | 2.1 Household Assistance: Food Programs                                                                                  | Port Angeles Food Bank                                                                                    | \$ 1,348,000.00 | \$ 73,930.78 | \$ 1,248,008.70 | \$ - | \$ 1,321,939.48 | Funds were committed to assist the PA Food Bank in renovations of its new facility, including construction of a 2,000 sq ft food pantry market; a 1,800 sq ft commercial processing kitchen; a 2,000 sq ft training and workspace room for re-locating of additional social services; and 4,000 sq ft of infrastructure improvements needed to create suitable administration and operations space. The renovation funds were deemed necessary and proportionate to enable PA Food Bank to meet the growing need for food assistance during the COVID-19 public health emergency and to support the additional demands placed on it since becoming the "Redistribution Organization" for County food assistance. Remaining funds are to be used for essential worker premium pay and staffing costs. |
| 3. Public Health - Negative Economic Impact: Public Sector Capacity | 3.2 Rehiring Public Sector Staff                                                                                         | County Need--Clallam Prosecuting Attorney/Clallam Public Defender--Additl Staff Funding for Case Back Log | \$ 1,199,500.00 | \$ 38,366.33 | \$ 23,745.68    | \$ - | \$ 62,112.01    | Funds were committed for the temporary hiring of additional staff in the Clallam Prosecuting Attorney's Office and Public Defender's Office over a 2 year period to address the court case backlog created by the COVID-19 public health emergency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5, Infrastructure, Water & Sewer                                    | 5.11 Drinking water: Transmission & Distribution                                                                         | Black Diamond Water District                                                                              | \$ 62,537.28    | \$ -         | \$ -            | \$ - | \$ -            | Funds were committed to support the replacement of the main water line over the Little River to be located and securely attached to the new bridge that was installed by the Department of Natural Resources in 2020. This project will ensure the delivery of safe water to 450 Clallam County residents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2 - Negative Economic Impacts                                       | 2.34 Assistance to Non-Profits: Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted) | United Way of Clallam County - Clallam Resilience Project                                                 | \$ 59,000.00    | \$ 1,000.00  | \$ -            | \$ - | \$ 1,000.00     | Funds were committed to support the Clallam Resilience Project in hosting twelve cost-free Community Meetings and hosting a Collaborative Learning Academy no later than April 2023 to aid in building resilience in Clallam County.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1. Public Health                                                    | 1.4 Prevention in Congregate Settings                                                                                    | County Need--BOCC Meeting Room Technology Project to Improve COVID Virtual Meeting Capabilities           | \$ 134,000.00   | \$ 26,637.83 | \$ -            | \$ - | \$ 26,637.83    | This IT capital project is designed to allow more robust public participation during County meetings and supports the need for improved virtual public meeting capabilities during the COVID-19 public health emergency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

INCOME

|                                                              |                                             |                                                                               |                 |                 |                 |                 |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RETURN OF ARPA FUNDS<br>AVAILABLE FOR OTHER<br>ELIGIBLE USES | 3.10 Housing Support:<br>Affordable Housing | Peninsula Behavioral Health - All<br>View Motel Affordable Housing<br>Project | \$ (389,911.00) | \$ -            | \$ -            | \$ -            | \$ -            | Under the ARPA Grant agreement with Peninsula Behavioral Health for the All-View Motel mental health affordable housing project, PBH was required to reimburse the County a total of \$389,911 in ARPA funds received in the event PBH was awarded funds under its Department of Commerce Housing Trust Fund grant application. As PBH was recently notified that such grant funding was awarded to them, these ARPA funds were returned to the County and are available to be used for other ARPA-eligible projects. |
| TOTAL ADDITIONAL OBLIGATIONS                                 |                                             |                                                                               | \$ 9,142,329.28 | \$ 1,557,465.40 | \$ 1,978,701.22 | \$ 3,616,410.87 | \$ 7,152,577.49 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## REMAINING UNOBLIGATED ARPA FUNDS

In addition to the funds formally obligated via agreement to be reported to the U.S. Treasury through June 30, 2022, the BOCC has subsequently entered into agreements or has approved additional ARPA commitments in 2022 as well as has indicated support for committing ARPA funds towards eligible purposes for which the County has not yet formally entered into agreements to fund. The breakdown of these additional expenditures and placeholder funds committed, are as follows:

### OTHER COMMITMENTS (BUT NOT FORMALLY OBLIGATED YET)

| Project Expenditure Category Group | Project Expenditure Category                        | Project Name                                          | Total Obligations | Project Description                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------|-----------------------------------------------------|-------------------------------------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Public Health                   | 1.4 Prevention in Congregate Settings               | County Flood-88Polar Ionization HVAC Filtering System | \$ 250,000.00     | Air purification equipment approved for Courthouse as part of the 2021 Capital Budget to help prevent spread of COVID.                                                                                                                                                                                                                                                                                   |
| 2. Negative Economic Impacts       | 2.11 Healthy Childhood Environments: Child Care     | Olympic Peninsula YMCA                                | \$ 500,000.00     | Olympic Peninsula YMCA has requested funds to support the building of an early learning child care facility in Port Angeles.                                                                                                                                                                                                                                                                             |
| 2. Negative Economic Impacts       | 2.15 Long-term Housing Security: Affordable Housing | Peninsula Housing Authority                           | \$ 300,000.00     | Peninsula Housing Authority has requested funds to bridge the gap to continue to operate their Mutual Self-Help Building program.                                                                                                                                                                                                                                                                        |
| 2. Negative Economic Impacts       | 2.15 Long-term Housing Security: Affordable Housing | Affordable Housing Programs                           | \$ 700,000.00     | BOCC had indicated funds of up to \$1 million dollars to support affordable housing projects in Clallam County (less \$300k committed to Peninsula Housing Authority, see above).                                                                                                                                                                                                                        |
| 5. Infrastructure: Water & Sewer   | Local Water Systems                                 | TBD                                                   | \$ 87,462.72      | BOCC earmarked up to \$150k to support local water systems. \$87,462.72 remains unobligated after supporting the Black Diamond Water District project for \$62,537.28.                                                                                                                                                                                                                                   |
| 6. Revenue Replacement             | 6.1 Provision of Government Services                | Broadband Grant Local Match                           | \$ 1,786,109.41   | Funds represent the 10% required local match for the Washington State Broadband Office grant recently awarded to Clallam County. The remaining project funding requirement of over \$20 million will be paid out of State grants awarded to Clallam County. The Clallam County Broadband Project will serve approximately 1,600 homes beginning at the Hwy 101/Hwy 112 junction and going through Joyce. |

**\$ 3,623,572.13**

### REMAINING UNCOMMITTED FUNDS

|                        |                                      |     |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|--------------------------------------|-----|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. Revenue Replacement | 6.1 Provision of Government Services | TBD | \$ 2,254,738.59 | County's "Lost Revenue" category under ARPA, which under the Final Rule allows the County to designate up to \$10 million of its ARPA award as "lost revenue" to be used to support provisions of government services. Potential options to be discussed with BOCC includes support of: Carlsborg UGA Water Infrastructure Support (\$775k), Medical Respite Support for Serenity House (\$350k), Coverage of grant funding gaps of Dungeness Off Channel Reservoir (\$522k), Additional Food Bank Support (PA Food Bank - \$1.3 million and Sequim Food Bank - TBD). |
|------------------------|--------------------------------------|-----|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **TOTAL--OTHER ARPA COMMITMENTS**

**\$ 5,878,310.72**

### **TOTAL ARPA OBLIGATIONS (2021/2022) AND COMMITMENTS, NET OF RETURN OF ARPA FUNDS**

**\$ 15,020,640.00**

### **TOTAL ARPA FUNDS AWARDED TO CLALLAM COUNTY**

**\$ 15,020,640.00**

- \* Work Session Meeting - Submit 1 single sided/not stapled copy ARPA Project & Expenditure Report for Second Quarter of 2022 7-25-22  
 \*\* Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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

**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?)

This presentation is an update to the BOCC on the ARPA Project & Expenditure Report to be submitted to U.S. Treasury by July 31, 2022 as required under the ARPA reporting requirement and to review the status of the ARPA Funds in terms of obligations/commitments made to date.

**County Official signature & print name:** Chelsea Millar Chelsea Millar

**Name of Employee/Stakeholder attending meeting:** Mark Lane, Chelsea Millar and Rich Meier

**Relevant Departments:** BOCC/Finance

**Date submitted:** 7/20/2022

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