



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, July 11, 2023 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Modification added 7/10/23 - to amend budget name on 6d 

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

- 1a. Approval of minutes for the week of July 3

Approval of minutes 

- 1b. Letter to Health Care Authority for Salish to administer the Criminal Justice Treatment Account Funds

Letter 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement amendment 1 with Washington Water Trust regarding Dungeness Off-Channel Reservoir Project

Agreement amendment 1 

- 2b. Agreement with City of Port Angeles for the Joint Public Safety Facility Project

Agreement 

- 2c. Contract with Thomson Reuters Enterprise Centre for Westlaw subscription services

Contract 

ADMINISTRATION

- 3a. Resolution appointing Juanita Weissenfels, Joseph Mocerì, and Joyce Stuart to the Homelessness Task Force

Resolution 

- 3b. Resolution appointing Greg Waters and John Kent to the Crescent Community Advisory Council

Resolution 

- 3c. Resolution reappointing Eric Adolphsen and Bruce Paul to the Noxious Weed Control Board

Resolution 

- 3d. Resolution reappointing Fred Grant to the Noxious Weed Control Board

Resolution 

COMMUNITY DEVELOPMENT

- 4a. Final approval of a Eklund Heights 3 & 4 Subdivision

Final plat approval 

PUBLIC WORKS

- 5a. Resolution for vacation of a County right-of-way a portion of Hermison Road

Resolution 

BUDGET

- 6a. Notice that the following budget revisions will be adopted by Resolution on July 25: Sheriff - Jail - Contracted costs for Norpoint Services to provide courthouse security for the month of June 2023/\$19,773

Budget revisions 

- 6b. Notice that the following budget reductions will be adopted by Resolution on July 25: DCD-Long Range Planning - Unused funds from unfilled position in Long Range Planning will be used to upgrade and stabilize the Streamkeeper Database (1 of 2)/\$50,000

Budget reductions 

- 6c. Notice that the following supplemental appropriations will be adopted by Resolution on July 25: Parks & Facilities Capital Projects - Received Tourism Sustainability Grant funds to complete trail improvements at Robin Hill Farm County Park/\$20,000

Supplemental appropriations

- 6d. Resolution calling for a hearing to be held July 25 at 10:30 a.m. for the following debatable emergencies:
DCD-Environmental Quality- Unused funds from unfilled position in Long Range Planning will be
used to upgrade and stabilize the Streamkeeper Database (2 of 2)/\$50,000

Resolution

Modification added 7/10/23 - to amend budget name on 6d 

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners July 10 - 14:

Monday, July 10:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, July 11:

10:00 a.m. Board Meeting

Wednesday, July 12:

8:00 a.m. Coffee with Colleen

Thursday, July 13:

1:00 p.m. KONP Radio Show

Friday, July 14:

4:00 p.m. KSQM Radio Show

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of

public documents from Board meetings are available by contacting the Public Records Department.

MEMORANDUM

LONI GORES
Clerk of the Board

July 10, 2023



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item is amended on the July 11 regular agenda:

Budget

6d Resolution calling for a hearing to be held July 25 at 10:30 a.m. for the following debatable emergencies:

DCD-Environmental Quality – Unused funds from unfilled position in Long Range Planning will be used to upgrade and stabilize the Streamkeeper Database (2 of 2)/\$50,000



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of July 3 – 7, 2023

JUL 11 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, July 3, 2023. Present were Commissioners Ozias, Johnson and French and Deputy Administrator Reyes. Administrator Sill was excused.

Items of discussion per the agenda published June 28 were:

- Calendar/Correspondence
- Resolution reappointing Fred Grant to the Noxious Weed Control Board
- Letter to Health Care Authority for Salish to administer the Criminal Justice Treatment Account Funds
- Briefing and request to adopt an Ordinance amending Clallam County Code Chapter 33.57 Signs
- Final approval of a Eklund Heights 3 & 4 Subdivision

PUBLIC COMMENT

- Ed Telenick, Sequim, commented on item 4 – sign ordinance
- Danny Steiger, Port Angeles, commented on item 4 – sign ordinance
- Lorrie Mittman, Port Angeles, commented on item 4 – sign ordinance
- Ed Bowen, Clallam Bay, commented on County Administrator process
- James Carpentier, commented on item 4 – sign ordinance

Action Items

Consent Agenda

- 1a Approval of vouchers for the weeks of June 26
- 1b Approval of payroll for period ending June 15
- 1c Approval of minutes for the week of June 26

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

Administration

- 2a Briefing and request to approve a Lost Note and Deed of Trust Affidavit, Request for Full Reconveyance, and Substitution of Trustee for Deed of Trust with Burt H. Rickard

ACTION TAKEN: CRJm to approve, CMFs, mc

REPORTS AND PRESENTATIONS

- CMO commented on Recompete application

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Recompete application discussion

Meeting concluded at 10:14 a.m.

Executive summary:

Pursuant to RCW 42.30.110, an executive session will be held at 1 p.m., Thursday, July 6, 2023 in the Commissioners Small Conference Room, 223 East 4th Street, Port Angeles, Room 150. No Zoom option will be available.

Commissioners Ozias, French and Johnson will be attending the executive session.

The Board of Commissioners will discuss with the Prosecuting Attorney's Office potential litigation related to settlement offer for Clallam County Code Enforcement.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of July 3 – 7, 2023
Page 2

Per RCW 42.30.110(i), the Board may recess into executive session "to discuss with legal counsel representing the agency litigation . . . to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

Detailed for the July 6 executive session minutes will follow on the July 11 BOCC minutes.

There are no Zoom chat logs for the week of July 3.

There was no meeting held on Tuesday, July 4, 2023.

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, Habitat Clallam's Sequim Build Site Visit, and Housing Solutions Committee Meeting during the week of July 3.

PASSED AND ADOPTED this 11th day of July 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CMF Commissioner Mike French

m moved
mc motion carried
s seconded



AGENDA ITEM SUMMARY

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

16
JUL 11 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7-3-23**

REGULAR AGENDA ☒ **Meeting Date: 7-11-23**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other - Letter |

Documents exempt from public disclosure attached: ☐

Executive summary:

Criminal Justice Treatment Account Administration:

Historically, Behavioral Health Organizations have been tasked with administering Criminal Justice Treatment Account (CJTA) funds. Now, individual counties are being given the option to administer their own CJTA funds or to continue to defer administration to the regional Behavioral Health Organizations or their successors, known as BH-ASO's.

Discussion regarding Criminal Justice Treatment funds continuing to flow through the Salish Behavioral Health Administrative Services Organization.

Issue a letter to the State of Washington Division of Behavioral Health and Recovery.

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?)

Discussion and approval of letter to State of Washington Health Care Authority.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners, Superior Court Clerk's Office, Drug Court, Superior Court Judges, Department of Health and Human Service

Date submitted: June 26, 2023

- * 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)

Criminal Justice Treatment Account Funding
Revised: 3-04-2019

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



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: Commissioners@clallamcountywa.gov

Rich Sill, County Administrator

File: A72

July 11, 2023

Michele Gayle – Criminal Justice Behavioral Health Administrator
Division of Behavioral Health and Recovery
P.O. Box 45502
Olympia, WA 98504-5502

Re: Criminal Justice Treatment Account funds

Dear Michele Gayle:

We are writing in response to your letter dated June 15, 2023 providing Counties with the opportunity to administer Criminal Justice Treatment Account funds, rather than have those funds flow through our local Behavioral Health Organization.

Clallam County has discussed this issue with the Salish Behavioral Health Administrative Services Organization as well as with our Therapeutic Courts, and we have chosen at this time to have these funds continue to flow through the Salish Behavioral Health Administrative Services Organization.

Thank you for the opportunity to provide input on the administration of this funding stream.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



STATE OF WASHINGTON
HEALTH CARE AUTHORITY

626 8th Avenue, SE • P.O. Box 45502 • Olympia, Washington 98504-5502

June 15, 2023

Dear Commissioners:

SUBJECT: Administration of the Criminal Justice Treatment Account (RCW 71.24.580)

The Criminal Justice Treatment Account (CJTA) funds are provided for substance use disorder treatment and recovery support services for individuals in the criminal legal system. In 2016 CJTA funding was administered through the Behavioral Health Organizations (BHOs). In 2018, the Washington State Legislature provided County governments with the Right of First Refusal, giving the option for counties to administer CJTA funding by contracting directly with the Washington State Health Care Authority.

Guidelines under 71.24.580 RCW require that counties/regions submit an implementation spending plan which captures how the funding will be utilized. For the upcoming biennium, each county/region will be required to submit an updated plan by October 1, 2023. There are data and fiscal reporting that would also have to be coordinated through the County. State policy allows up to 10 percent of the funds to be used for administrative costs, to include fiscal and data reporting, associated with administering CJTA funding.

Please submit your response indicating if your county intends to administer CJTA dollars or defer to the current arrangements with the administrative service organization on July 15, 2023. Please send your response, or if you have any questions, directly to Michele Gayle, Criminal Justice Behavioral Health Administrator, via email at Michele.Gayle@hca.wa.gov.

Sincerely,

Keri L. Waterland, Ph.D., MAOB
Division Director
Division of Behavioral Health and Recovery

By email

cc: Teesha Kirschbaum, Deputy Division Director, DBHR, HCA
Michael Langer, Deputy Division Director, DBHR, HCA
Tony Walton, Adult Substance Use and Treatment Section Manager, DBHR, HCA
Michele Gayle, Criminal Justice Behavioral Health Administrator, DBHR, HCA
Behavioral Health Administrative Service Organizations Administrators



2a

AGENDA ITEM SUMMARY

JUL 11 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 06-26-23**

REGULAR AGENDA ☒ **Meeting Date: 7-11-23**

Required originals approved and attached? ☐ **signed originals before**

Will be provided on:

the meeting

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #334.19.012A | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The current contract with Washington Water Trust (WWT) expires on June 30, 2023. The current agreement is on work to be provided by WWT to support the Dungeness Off-Channel Reservoir Project.

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

The Washington Water Trust would receive reimbursement not to exceed \$261,100. Funding from Ecology's DOE's Streamflow Restoration grant will pay for the WWT expenditures. The remaining balance per the current scope of work under the current agreement is approximately \$76,000. This is a no cost time extension.

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

Please sign the contract with Washington Water Trust.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: 6-21-23

* 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)



334.19.012A

AMENDMENT NO. 1 TO AGREEMENT
Between
Washington Water Trust and Clallam County
Regarding the Dungeness Off-Channel Reservoir Project
("Agreement")

The Agreement, with a term commencing on April 1, 2019 and ending on June 30, 2023, between Washington Water Trust and Clallam County is hereby amended ("Amendment No. 1"):

The Agreement is amended to extend the term of the Agreement to December 31, 2024. Except as amended in this Amendment No. 1, all other terms of the Agreement shall remain in full force and effect.

EXECUTION

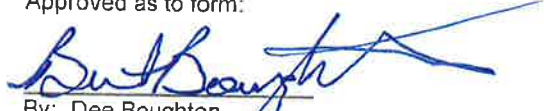
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to take effect as of June 1, 2023.

Clallam County

By: Mark Ozias
Chair of the Board of Clallam County Commissioners

By: Alanna Gores
Clerk of the Board

Approved as to form:



By: Dee Boughton
Deputy Prosecuting Attorney

Washington Water Trust

By: James Kraft
Executive Director

AGREEMENT
Between
Washington Water Trust and Clallam County
Regarding the Dungeness Off-Channel Reservoir Project

THIS AGREEMENT Between Washington Water Trust and Clallam County Regarding the Dungeness Off-Channel Reservoir Project (to be referred to as the AGREEMENT) is made and entered into by CLALLAM COUNTY, hereinafter referred to as the "COUNTY", and the WASHINGTON WATER TRUST, hereinafter referred to as the "WWT".

Purpose:

- Clallam County and WWT enter into this AGREEMENT in order to memorialize their understanding of the Dungeness Off-Channel Reservoir Project (Project) management products and services to be provided by the WWT and the compensation and services to be provided by the COUNTY for those services and products.
- This AGREEMENT mutually benefits the COUNTY and WWT.
- WWT has demonstrated experience in the Dungeness Watershed with basin partners to develop and operate the Dungeness Water Exchange; manage the Aquifer Recharge program; manage the Dry Year Leasing Program; develop source switch projects; and organize basin partners to develop the Project.
- The COUNTY has been awarded a grant that can be used to compensate WWT for the services it provides under this AGREEMENT.
- Therefore, through execution and implementation of this AGREEMENT, the development and management of the Project may be realized in a more efficient and effective manner.

THEREFORE, IT IS MUTUALLY AGREED THAT:

WWT AGREES TO:

- 1) Provide assistance, expertise, and staff as described in the Scope of Work and Budget (Attachment 1, which is attached to this AGREEMENT and incorporated by this reference).
- 2) Submit monthly invoices to the COUNTY for reimbursement of services performed under this AGREEMENT. The invoice will specify personnel, hours worked and rates on the project, and travel expenses. Staffing positions and rates for the project are set forth in Appendix 2. Modifications to project staffing and rates may be made in writing or by e-mail by mutual agreement of the COUNTY and WWT.
- 3) WWT, at its own expense, will provide all equipment, tools, and supplies necessary to perform the services described in the Scope of Work and Budget (Attachment 1), and will be responsible for all other expenses required for the performance of those services, except travel expenses and other expenses allowed under any grant received by the COUNTY.

The COUNTY AGREES TO:

- 1) Provide project management, technical support, and consultation to the WWT including providing data and information to the WWT as needed in a timely manner.
- 2) Reimburse WWT in an amount not to exceed the amount stated in the Scope of Work and Budget (Attachment 1) for the staff time and expertise of WWT with respect to the services described in the Scope of Work and Budget.
- 3) Pay WWT within 30 days of receipt of invoices from WWT meeting the requirements of this AGREEMENT.

REVIEW OF BUDGET – The parties acknowledge that the total reimbursement amounts stated in the Scope of Work and Budget (the TOTAL REIMBURSEMENT AMOUNTS) might not be sufficient to fully compensate WWT for its work under this AGREEMENT. Within one year after the date of the last signature below, the parties shall review the TOTAL REIMBURSEMENT AMOUNTS, the invoices WWT has submitted to the COUNTY under this AGREEMENT, WWT's projections of the cost to perform the remaining work under this AGREEMENT, any additional funding the COUNTY has received or expects to receive to pay for work under this AGREEMENT, and whether the COUNTY can reallocate funds received under the DOE GRANT to increase the TOTAL REIMBURSEMENT AMOUNTS. If the parties agree that the TOTAL REIMBURSEMENT AMOUNTS are unlikely to fully compensate WWT for its work under this AGREEMENT, and if the COUNTY has or expects to receive funds to increase the TOTAL REIMBURSEMENT AMOUNTS (either through additional funding or through reallocation of funds under the DOE GRANT), the parties shall negotiate in good faith to increase the TOTAL REIMBURSEMENT AMOUNTS.

TERM OF AGREEMENT – This AGREEMENT shall be effective from and after April 1, 2019, through June 30, 2023, unless terminated earlier pursuant to the provisions of this AGREEMENT.

TERMINATION – This AGREEMENT may be terminated under the following conditions, provided, the WWT will receive payment, as outlined in this AGREEMENT, for all work completed in a satisfactory manner, through the date of termination:

- a) By the COUNTY, if it determines, in its sole judgment that the WWT is failing to perform its duties as required under this AGREEMENT;
- b) For the convenience of any grant funder providing funding for services provided under this AGREEMENT, if so requested by the grant funder; or
- c) By the WWT, if the COUNTY fails to meet its obligations under this AGREEMENT and does not cure its failure within thirty (30) days or such other time frame as the parties agree to in writing.

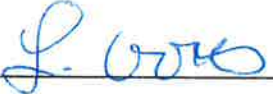
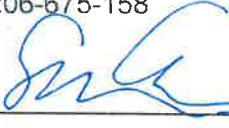
AMENDMENTS – This AGREEMENT may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the authorized representatives of both parties.

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

RESPONSIBILITY – Each party shall be responsible for its own acts or omissions in the performance of this AGREEMENT.

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

IN WITNESS WHEREOF, the parties have executed the AGREEMENT.

Clallam County 223 East Fourth Street, Suite 4 Port Angeles, WA 98362-3015 360-417-2233; Fax 360-417-2493  _____ Signature _____ Date _____ Mark Ozias, Chair of the Board of Clallam County Commissioners  _____ Alanna Gores Clerk of the Board Approved as to form:  _____ ~~David Alvarez~~ Elizabeth Stanley Deputy Prosecuting Attorney	Washington Water Trust (WWT) 1500 Westlake Ave. N., Suite 202 Seattle, WA 98109 206-675-158  _____ Signature _____ Date 2/10/20 Susan Adams, Executive Director
--	--

ATTACHMENT 1
SCOPE OF WORK AND BUDGET

- 1) The County has been awarded Department of Ecology Water Resources Streamflow Restoration Interim Implementation Grant (Contract No. WRSRP-2019-CiCoCD-00083) (the DOE GRANT) for land acquisition, reservoir design, permitting, public and peer outreach, water rights, and legal services. The DOE GRANT is attached to and made a part of this AGREEMENT as Appendix 1.
- 2) WWT agrees to provide the following assistance, expertise, and staff:
 - a) For Task I of the DOE GRANT:
 - i) Assistance to the COUNTY performing project administration/management activities.
 - ii) Maintenance of project records and corresponding backup documentation.
 - iii) Assistance with progress reports and closeout report.

Total reimbursement to WWT for Task I of the DOE GRANT shall not exceed \$114,000.

- b) For Task II of the DOE GRANT:
 - i) Assistance to the COUNTY for coordination with Department of Natural Resources (DNR) for land acquisition for the reservoir site.
 - ii) Development of RFP's for cultural resources, hazardous substance, and geologic assessment firms.
 - iii) Participation in the selection of cultural resources, hazardous substance, and geologic assessment firms.
 - iv) Assistance with development of contracts with selected cultural resources, hazardous substance, and geologic assessment firms.
 - v) Review and comment on cultural resources, hazardous substance, and geologic assessment firms' reports and products.

Total reimbursement to WWT for Task II of the DOE GRANT shall not exceed \$9,500.

- c) For Task III of the DOE GRANT:
 - i) Assistance with development of an RFP for selecting an engineering firm for 30% and final design and participation in the selection of the engineering firm.
 - ii) Assistance with project management of the engineering firm.
 - iii) Review and comment on engineering firm's products.

Total reimbursement to WWT for Task III of the DOE GRANT shall not exceed \$6,650.

- d) For Task V of the DOE GRANT:
 - i) Development of a formal working agreement-MOA among project partners that describes task responsibility per partner.
 - ii) Coordination of all Dungeness Reservoir Working Group stakeholder meetings to provide project feedback, comment, and inform the project.

- iii) Undertaking a public process of at minimum 3 public meetings to present the project to the community and secure comment/public feedback.
- iv) Coordination with Highland Irrigation District (HID) and Dungeness Water Users as well as DOE to secure the necessary approvals for water right change and for reservoir storage and release.
- v) Review and development by legal counsel of stakeholder MOA, land acquisition documents, water right change applications, and agreements necessary to legally effectuate the storage of water in the new reservoir.

Total reimbursement to WWT for Task V of the DOE GRANT shall not exceed \$130,950.

- 3) Abide by the applicable General Terms and Conditions Pertaining to Grant Agreements with the State of Washington, Department of Ecology as specified in the DOE GRANT.
- 4) The COUNTY agrees to reimburse WWT in an amount not to exceed \$261,100 for the services described in this Scope of Work and Budget.
- 5) Travel expenses incurred by WWT are reimbursable under this AGREEMENT to the extent that they are agreed upon by the COUNTY and allowed under the DOE GRANT.

APPENDIX 1
WASHINGTON DEPARTMENT OF ECOLOGY GRANT CONTRACT
WRSRP-2019-CICoCD-00083



DEPARTMENT OF
ECOLOGY
State of Washington

334-19-010

2C
11/26

Agreement No. WRSRP-2019-CICoCD-00083

WATER RESOURCES STREAMFLOW RESTORATION INTERIM IMPLEMENTATION GRANTS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY COMMUNITY DEVELOPMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County Community Development, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir
Total Cost:	\$4,092,854.00
Total Eligible Cost:	\$4,092,854.00
Ecology Share:	\$4,092,854.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	04/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Streamflow Restoration Grants

Project Short Description:

The Dungeness Off-Channel Reservoir, would capture high flows in climate-resilient storage for late summer mainstem flow restoration, exempt well mitigation, and small stream restoration via managed aquifer recharge. The project would restore 20-30 cfs of Dungeness River flows by substituting irrigation water supply (typically diverted from the river) with reservoir water. This funded project includes three initial project phases: Land Acquisition, Detailed Design, and Permitting.

Project Long Description:

The Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir project will complete land acquisition, detailed design and permitting for the proposed 88-acre off-channel reservoir, to store approximately 1,600 AF. The constructed off-channel reservoir would provide a viable irrigation alternative in late summer, allow for expansion of an exempt well mitigation program, and restore upwards of 30 cfs of late summer flow in the Dungeness River. WRIA 18

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

(Elwha-Dungeness), the Dungeness portion, is a prioritized funding basin (ESSB 6091-Section 208.2) for the Streamflow Restoration Act.

Aquifer Recharge:

The Dungeness Water Exchange (DWE) operates an exempt well mitigation program within the Dungeness Instream Flow Water Rule Area (Chapter 173-518 WAC), which relies on managed aquifer recharge (MAR) infiltration with water purchased from and conveyed by the Dungeness Water Users Association (DWUA), an association of seven irrigation purveyors in the valley. The 2012 purchase from DWUA provides the existing MAR program with 130 AFY of water to support independent stream flow mitigation and 45 AF for mainstem flow mitigation. This project would allow for design of an off-channel reservoir that would store existing DWE water for MAR east of river where two-thirds of existing mitigation obligations is held. The DWE manages an additional site which is exclusively for flow restoration in Matriotti Creek and the mainstem Dungeness River. This site draws upon Maximum Allocation (173-518-090), high flow water, available by annual permit from Ecology under the flow rule. DWE has been in discussions to acquire additional mitigation water from DWUA to extend the mitigation capacity and time horizon of DWE. The reservoir will also be used to store excess storm runoff captured in Highland irrigation canals which causes flooding issues in the City of Sequim. Capturing additional high flows and runoff in the reservoir expands the MAR capacity to restore aquifers and independent streams.

Reservoir Operations:

The design will allow for water diversion from the Dungeness via the Highland irrigation system (HID) at river mile 10.9 when river flows are high, and stored in the reservoir. Roughly August to September of each year, irrigators on the east side of the Dungeness will use the stored water instead of diverting 20-30 cfs (roughly half the normal irrigation water diversions) from the river in the critical low flow period. This amount represents 30-50% of streamflow during drought years. In drought years, pumping reservoir water to the upper Highland irrigation system would result in additional reductions in stream diversions during critical flow. This is a source substitution project, altering a point of diversion from the river to the reservoir that is consistent with and would not expand irrigators' current water rights. The east Dungeness irrigation purveyors would seek Ecology changes to their water rights to allow for diversion from the HID POD, as well as earlier capture than the current irrigation season start of April 15. Additional infrastructure changes may be necessary to HID POD as well as connecting the reservoir outlet to existing irrigation infrastructure. Historic diversion and river gage data on the Dungeness dating as far back as 1923 would be monitored to demonstrate the flow restoration achieved.

The surrounding land of the reservoir site would be used to create a new County Park. Clallam County has recognized the Off-Channel Reservoir as its top water resources priority because of benefits to community, development, water resources, and salmon recovery.

Land Acquisition:

Project proponents have identified two key parcels which are currently owned by the Washington Department of Natural Resources (DNR). DNR is a willing seller having supported this trust land transfer (TLT) of the River Road site and included it on the TLT 2017-2019 list submitted to the legislature.

Design:

A conceptual design and project proposal were developed by Anchor QEA in 2016 based on the River Road site. This project will support project design, including the reservoir and any necessary connections/upgrades to irrigation infrastructure. 30% design will enable Clallam County to pursue permits. 90% design will allow the County to pursue bids for construction of the project.

Permitting:

The project will obtain all permits related to the construction of the project.

This project addresses priorities in many established strategies including the 2012 Instream Flow Rule and 2005

Agreement No: WRSRP-2019-CICoCD-00083
Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir
Recipient Name: Clallam County Community Development

Elwha-Dungeness Watershed Plan and is listed as an ESSB 6091 prioritized basin in SRF Interim Funding Guidelines. Extensive planning and preliminary design establish merits and costs. As the project will restore up to 30 cfs of Dungeness flows indefinitely, this project reflects a quantity of flow restoration unavailable through traditional water acquisition with the additional benefit of mitigation and small stream MAR. Clallam County and partners provide the needed staff capacity to complete this important project.

The multiple benefits of this project include:

- *Dungeness River late summer flows increased by 20-50%
- *Increased capacity for MAR storage
- *Water quality improvement
- *Viable irrigation alternative supply to late-season river diversion
- *Public recreation at new park on site
- *Climate change resiliency
- *Flood flow storage

Overall Goal:

The long-term goal of the Dungeness Off-Channel Reservoir project is to improve late summer Dungeness River flows in the lower 11 miles by more than 20 cfs by providing east of the Dungeness River irrigation purveyors an alternative water supply in late summer, provide climate resilient infrastructure, support aquifer recharge to small streams, reduce flood risk to Sequim, and provide a new local park. The design of the 1,600 AF reservoir will allow for water to be stored during periods of high river flows when snow melt is abundant. Stored water will be used as a substitute for late-summer irrigation diversions when streamflow is regularly below minimum instream flow, and within the irrigators' legal water right.

The reservoir will provide water for MAR to offset permit exempt impacts on the populated eastern side of the river. Additionally, water storage will allow for increased recharge for small stream restoration on the east side of the river, which is vulnerable to low flows.

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

RECIPIENT INFORMATION

Organization Name: Clallam County Community Development

Federal Tax ID: 91-6001298

DUNS Number: 075739235

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

Physical Address: 223 East 4th St
Port Angeles, Washington 98362

Organization Fax: (360) 417-2443

Contacts

Agreement No: WRSRP-2019-ClCoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

Project Manager	Carol Creasey Hydrogeologist 223 E. 4th Street Port Angeles, Washington 98362 Email: ccreasey@co.clallam.wa.us Phone: (360) 417-2424
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Resources
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Angela Johnson PO Box 47775 Olympia, Washington 98504-7775 Email: ANJO461@ecy.wa.gov Phone: (360) 407-6668
Financial Manager	Alvin Josephy PO Box 47600 Olympia, Washington 98504-7600 Email: ajos461@ecy.wa.gov Phone: (360) 407-6456

Agreement No. WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Clallam County Community Development

By: Mary Verner 12/6/19

Mary Verner Date

Water Resources

Program Manager

By: Mark Ozias 11/24/19

Mark Ozias Date

Commissioner

Board of Clallam County Commissioners

Template Approved to Form by
Attorney General's Office

Approved as to form only by: 10/31/19
David Alvarez
David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

SCOPE OF WORK

Task Number: 1

Task Cost: \$335,877.00

Task Title: Grant Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Carol Creasey, Clallam County**Grant Administration/Management****Deliverables**

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2023

SCOPE OF WORK

Task Number: 2

Task Cost: \$2,170,000.00

Task Title: Land Acquisition

Task Description:

The site of the proposed reservoir was selected during a feasibility study funded by a Salmon Recovery Funding Board (SRFB) grant (2013). It is owned by the Washington Department of Natural Resources (DNR). DNR has expressed a willingness to transfer two parcels to Clallam County for this project and included the property on the 2017-2019 Trust Land Transfer (TLT) list submitted to the legislature (see attached DNR letter). The proposed reservoir property encompasses two parcels:

*319-Acre Parcel West of River Road in Sequim WA Parcel 043036-210000

*77-Acre Parcel East of River Road in Sequim WA Parcel 043036-130000

Since the acquisition funding is from SRA as opposed to the Capital Budget, the land transaction is referred to as a Direct Transfer, between DNR and Clallam County.

Public Benefits: These parcels are sought for Direct Transfer from DNR to Clallam County because they are well suited to provide a number of public benefits. Project supporters initially identified the parcels as an ideal location for an off-channel water storage reservoir (western parcel) which will store water in the winter and spring for use by agriculture in the late summer time (in lieu of the river) when stream flows are critically low and threaten endangered salmonids. The proposed 1,600 AF reservoir sustainably enhances late summer stream flows by 20-30 cubic feet per second increasing low flows by up to 50%. If approved for TLT, the parcels will become a public park owned, operated, and maintained by Clallam County. When complete, the park will be the largest County park in the Sequim area and its proximity to the City of Sequim will make it a popular recreation destination. In addition to creating a new public park with river access, and the creation of a storage reservoir which will improve salmon habitat, the proposed project has several other important benefits.

The site of the proposed reservoir will allow opportunities for aquifer recharge. Stored water from the reservoir site will be diverted to nearby shallow aquifer recharge facilities. Aquifer recharge will be timed to benefit low flows in the Dungeness River as well as the small independent streams on the eastside of the Dungeness River. Flooding will also be decreased by intercepting storm water and directing it into the reservoir via irrigation lines, then releasing the stored water for irrigation when river flow is low.

The proposed cost estimate has been reviewed and provided by DNR staff. Included in these task costs are appraisal and other associated real estate transaction costs.

Task Goal Statement:

This project provides Clallam County with the funding to proceed with the Direct Land Transfer of the two designated parcels. The western parcel would serve as the site of the future 88 acres, 1,600 AF reservoir which serves for streamflow restoration, stormwater storage, aquifer recharge and public recreation with, establishment of a new county park on both parcels.

Task Expected Outcome:

Completed appraisal of the property. Pre-approval for land acquisition granted from Ecology in accordance with Acquisition

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

Manual 3 (WA Recreation and Conservation Office). With Direct Transfer approval, Clallam County secures the two designated parcels for planned construction of the Dungeness Off-Channel Reservoir.

Recipient Task Coordinator: Carol Creasey, Clallam County

Land Acquisition**Deliverables**

Number	Description	Due Date
2.1	Coordinate with Department of Natural Resources (DNR). Clallam County will work with DNR to proceed with all necessary steps to facilitate Direct Land Transfer (DLT). The entire DLT process is anticipated to take 18 months.	06/30/2021
2.2	Clallam County will coordinate with DNR to secure and begin an appraisal of the two parcels proposed for Trust Land Transfer. This appraisal is estimated to take 6 months.	12/01/2019
2.3	Clallam Count will finalize DLT agreement with DNR.	07/01/2020
2.4	DLT agreement is complete and land is now owned by Clallam County.	06/30/2021

SCOPE OF WORK

Task Number: 3

Task Cost: \$1,295,300.00

Task Title: Detailed Design

Task Description:

The Dungeness reservoir project partners contracted the development of a conceptual project proposal and design with engineering consultant ANCHOR QEA in 2016. The document provided Preliminary Design Analysis, Design Development and Geotechnical Analysis.

The Highland Irrigation District lateral, flowing south to north and bisecting the proposed reservoir site parcel, conveys water to the Eureka main canal, Independent main canal, and other laterals north of the proposed reservoir location. Detailed design would provide specifications of the connection between the reservoir and existing irrigation infrastructure downstream of the reservoir.

Preliminary design drawings and an opinion of probable project cost are conceptual and have been adjusted with updated information.

Elements of the proposed reservoir include:

- *A 1,600 AF storage reservoir with a maximum water surface area of approximately 88 acres
- *An embankment with 3 horizontal to 1 vertical (3H:1V) interior side slopes, 2.5H:1V exterior side slopes, and a maximum height of approximately 30 feet, with reservoir depth of approximately 20 feet
- *Excavation and placement of more than 700,000 cubic yards of material
- *A sediment settling/retention basin upstream of the proposed reservoir
- *A 30-inch-diameter inlet pipeline from the HID main canal
- *A reinforced concrete structure at the pipe inlet and at the discharge to the reservoir
- *A reinforced concrete, low-level outlet structure with an automated gate
- *A 30-inch-diameter, low-level outlet pipeline designed to deliver water to the HID lateral
- *A reinforced concrete overflow spillway structure
- *Reinforced concrete energy dissipating structures at the low-level outlet and spillway outlet
- *A piped connection from the HID main canal at Happy Valley Road to the reservoir for peak stormwater conveyance and control

Development of detailed design will be required prior to project construction. Additional design development activities that will be completed prior to construction include:

- *Topographic survey of the proposed storage site
- *Additional geotechnical investigation, including completion of additional borings, seismic study, additional laboratory analysis of soils to determine final design requirements for embankment side-slopes, dimensions, materials, and configuration
- *Wetland and other environmental surveys
- *Cultural resources surveys
- *Detailed evaluation of reservoir inflows, outflows, operational controls, Highland diversion and main canal capacity
- *Evaluation/identification of conveyance system upgrades downstream of reservoir to effectively connect and serve irrigators from the reservoir

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

*Additional analysis to further evaluate peak stormwater flows and develop design requirements for stormwater conveyance, sediment retention, and control facilities

*Coordination with regulatory agencies, including permitting agencies and the Washington Department of Ecology's (Ecology's) Dam Safety Office to verify permit and design requirements

*Development of detailed drawings and technical specifications

*Refinement of the opinion of probable construction costs to reflect the detailed design

*Additional design to address any potential negative impacts to water quality and aquatic species

These elements represent a preliminary/conceptual design and other information developed in design process will inform final design.

Task Goal Statement:

The goal of this task is the issuance of an RFP for engineering and final construction-ready design, the selection of an engineering design firm, and the production of construction-ready design which maximizes the potential storage for irrigation source substitution in late summer as well as managed aquifer recharge year-round.

Task Expected Outcome:

30% Design from which to pursue permits.

90% Design which is ready to submit for bids for reservoir construction.

Recipient Task Coordinator: Carol Creasey, Clallam County

Detailed Design

Deliverables

Number	Description	Due Date
3.1	Clallam County will issue an RFP for final design of the Dungeness Off-Channel Reservoir project. This deliverable is estimated to take 2 months to select design firm.	03/30/2020
3.2	Engineering Design firm is selected and contract is executed to provide final design.	05/30/2020
3.3	30% Design is provided by engineering design firm within 6 months of contracting, which will be significant design to begin permit applications.	11/30/2020
3.4	30% Design is provided by Final Design with detailed drawings is provided by engineering design firm within 1 year of contracting.	05/30/2021

SCOPE OF WORK

Task Number: 4

Task Cost: \$156,727.00

Task Title: Permitting

Task Description:

Application and/or acquisition of the following permits will be pursued: Section 404 permit; WDFW Hydraulic Permit; Section 401 Water Quality Certification; Ecology Reservoir Storage Permit, Ecology Water Right Change Permit for storage of late spring flows, Ecology Water Right Permit(s) for storage of storm flows, Ecology NPDES Construction Permit, and Ecology Dam Construction Permit; DNR Forest Practices Permit; SEPA; Clallam County Critical Area and Building, Construction, Clearing and Grading Permits; and, Clallam County Zoning and Conditional Use Permit, County Comprehensive Plan Land Use and Zoning Map Amendment, Shoreline Permit (if construction within shoreline jurisdiction), and On-Site Septic System for restroom facility (if planned). Completion of the cultural resources survey and hazardous toxins assessment. Completion of wetland review. Completion of construction bid packet.

Task Goal Statement:

All appropriate and required permitting will be acquired for the construction of the reservoir project. At completion of detailed design, a complete package of both design and permits will be ready to move forward on construction of the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir.

Task Expected Outcome:

At the completion of this grant period, all required permits from the Permit List will be acquired or in process. Necessary permits will be attained to move forward on construction phase of this project.

Recipient Task Coordinator: Carol Creasey, Clallam County**Permitting****Deliverables**

Number	Description	Due Date
4.1	Clallam County will identify all applicable permits required for reservoir and park development as well as any permits required to connect reservoir to irrigation infrastructure.	12/30/2020
4.2	Clallam County will have filed all permit applications needed for project.	12/01/2021

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

SCOPE OF WORK

Task Number: 5

Task Cost: \$134,950.00

Task Title: Outreach/Coordination, Water Rights, Legal Service

Task Description:

Recipient or assigned will develop a formal working agreement-MOA among project partners. Coordination of all those assigned for task responsibility under this agreement will be undertaken. Coordination of all Dungeness Reservoir Working Group stakeholder meetings to provide project feedback, comment and inform the project. Recipient or assigned will undertake a public process of at minimum 3 public meetings to present the project to the community and secure comment/public feedback.

Recipient or assigned will evaluate water rights subject to change, prepare the change applications, and seek other necessary approvals to submit to Ecology for processing.

Recipient or assigned will secure legal services to support the project.

Task Goal Statement:

Effectively coordinate among all those responsible for tasks under the SRA funded project elements. Consistently engage Dungeness Reservoir Working Group stakeholders in informing them on the project. Inform, receive, and address public feedback about the project.

Coordinate with Highland Irrigation District (HID) and Dungeness Water Users as well as Ecology to secure the necessary approvals for water right change and for reservoir storage and release.

Assigned legal counsel will provide review/development of stakeholder MOA; change applications and agreements necessary to legally effectuate the storage of water in the new reservoir.

Task Expected Outcome:

Quarterly meetings of Dungeness Reservoir Working group, 3 public meetings with good community participation, timely coordination of task and quarterly progress report.

Change applications prepared and signed by HID; approved ROE by Ecology.

MOA and change applications are reviewed and water agreements are developed.

Agreement No: WRSRP-2019-ClCoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

Recipient Task Coordinator: Carol Creasey, Clallam County**Outreach/Coordination, Water Rights, Legal Service****Deliverables**

Number	Description	Due Date
5.1	MOA Development	01/01/2020
5.2	Stakeholder Meetings and preparation for meetings	12/01/2022
5.3	Public Meetings	12/01/2022
5.4	Water Right Change Applications	02/01/2022
5.5	Review and Development of Legal Documents	06/30/2023

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

BUDGET**Funding Distribution EG200316**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Dungeness Recharge Reservoir

Funding Type: Grant

Funding Effective Date: 04/01/2019

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Watershed Restoration and Enhancement Bond Account

Type: State

Funding Source %: 100%

Description: To fund projects using tax exempt bonds. Projects include acquiring senior water rights, water conservation, water reuse, stream gaging, groundwater monitoring, and developing natural and constructed infrastructure designed to provide access to new water supplies, with priority given to projects in watersheds developing specified plans and watersheds participating in the defined pilot project.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant?

Dungeness Recharge Reservoir	Task Total
Grant Administration/Management	\$ 335,877.00
Land Acquisition	\$ 2,170,000.00
Detailed Design	\$ 1,295,300.00
Permitting	\$ 156,727.00
Outreach/Coordination, Water Rights, Legal Service	\$ 134,950.00

Total: \$ 4,092,854.00

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Dungeness Recharge Reservoir	0.00 %	\$ 0.00	\$ 4,092,854.00	\$ 4,092,854.00
Total		\$ 0.00	\$ 4,092,854.00	\$ 4,092,854.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Agreement No: WRSRP-2019-CICoCD-00083
Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir
Recipient Name: Clallam County Community Development

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrcs.gov <http://www.fsrcs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrcs.gov <http://www.fsrcs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: WRSRP-2019-CICoCD-00083

Project Title: Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir

Recipient Name: Clallam County Community Development

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Appendix 2
Washington Water Trust
Staff Positions and Billing Rates-FY 2023

Clallam County Agreement: 334.19.012

Position	Rate (\$)/Hour
Executive Director	\$120
Program Director	\$115
Senior Project Manager	\$100
Administrative and Finance Director	\$85
Development Director	\$115
Project Manager	\$90
Data Analyst Storyteller	\$90
Project Associate	\$75
Development and Communications Associate	\$75

26



AGENDA ITEM SUMMARY

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

JUL 11 2023

Department: Sheriff

WORK SESSION X Meeting Date: July 10, 2023

REGULAR AGENDA X Meeting Date: July 11, 2023

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- ☐ Call for Hearing x Contract/Agreement/MOU - Contract # #817-2208
- ☐ Resolution ☐ Proclamation ☐ Budget Item
- ☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

At the request of the City of Port Angeles, the Management Agreement between the City of Port Angeles and Clallam County concerning the Joint Public Safety Facility Project has been amended to redefine the Project Director/Manager roles during this phase of the project. The original agreement was signed in October, 2022.

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?** ☐

There is no budgetary impact.

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

Consider the amended agreement for signature. City representatives may be present at work session to respond to questions.

County Official signature & print name: Ron Cameron Ron Cameron, Undersheriff

Name of Employee/Stakeholder attending meeting: US Ron Cameron

Relevant Departments: Sheriff EM; City of Port Angeles, Facilities, Finance

Date submitted: July 5, 2023

* 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)

Amended PA Agreement
Revised: 3-04-2019

817-2208

**MANAGEMENT AGREEMENT
JOINT PUBLIC SAFETY FACILITY PROJECT
City of Port Angeles and Clallam County, Washington
July 2023**

This Management Agreement (Agreement) is made and entered into by and between the City of Port Angeles (City), a code city and municipal corporation of the state of Washington and Clallam County (County), a political subdivision of the state of Washington. For and in consideration of the performance to be rendered under the terms of this Agreement, the Parties hereby recite, and agree as follows:

WHEREAS, In early 2019 and thereafter The Parties, having recognized a critical need to create adequate physical space to securely house the operations of expanding public safety functions, jointly began a project to design and construct a new public facility. More specifically, the City and County elected to jointly undertake a project that would provide a new Joint Public Safety Facility (JPSF) to house the City's 911 telephone answering point and public safety communications and dispatching facility known as PenCom, and the County's Emergency Management Department including an emergency operations center (EOC). The project also planned for sufficient site space to eventually house a West Side City Fire Station. The City and County elected to jointly undertake this project in order to allow PenCom and the County's EOC to be relocated to a facility providing sufficient operational space in a location that is physically secure and seismically robust while minimizing cost to local taxpayers.

WHEREAS, Upon initiation of the project, the City, with the County's consent, assumed initial leadership of the project by contracting for and managing, with ongoing County input, the first phase of the project known as "Conceptual Design" (project Phase I). This initial effort produced a "Preliminary Design Report" providing a tentative site layout and building floor plan, along with an estimate of building construction costs. Based on the results of Phase I, the City and County elected in the fall of 2021 to move forward with the project.

WHEREAS, The Parties recognized that as the project moved into its second phase, known as "Detailed Design" (project Phase II), it would require commitment of substantially more project management resources to assure continued progress and achieve optimal efficiency. At their joint meeting on May 23, 2022, the City and County's legislative bodies agreed that the County, with ongoing input from the City, would assume leadership for the project's Detailed Design phase, including providing project management services to oversee the project's cost, scope and schedule.

WHEREAS, The purpose of this Agreement is to assure JPSF project responsibilities for Phase II are clearly stated and mutually understood. More specifically, the goal of this Agreement is to clearly outline relationships, responsibilities, and communication expectations between the City and County with regard to Phase II of the JPSF project, and thereby reduce delays and avoid duplication of effort.

WHEREAS, The Parties recognize and agree that this Agreement addresses only Phase II of the project, and that Phase II consists of a Phase IIa that addressed preliminary detailed design activities, and a Phase IIb that covers schematic design, design development and construction documentation preparation activities. Phase IIa, which was completed in March 2023, primarily involved the identification and selection of the JPSF construction site. Phase IIa consisted of the tasks and deliverables described in "Exhibit A" attached hereto and incorporated herein by this reference. Phase IIb performance is expected to begin in August

2023 and will consist of the tasks and deliverables described in "Exhibit B" attached hereto and incorporated herein by this reference.

WHEREAS, The Parties recognize and agree that time is of the essence regarding the processes described herein. Both Parties agree to evaluate and respond to requests for information and requests for input and/or decisions in the shortest amount of time practicable but in no instance shall responses to requests for input and/or information exceed the time limitations set forth in Section A (6) below.

NOW THEREFORE, The City and County agree to undertake the development of the JPSF as a joint enterprise subject to the restraints and conditions described below:

A. Responsibilities of the County and City Jointly

1. The City and County will to the extent practical, equally participate in and contribute to decisions affecting JPSF final design and cost of construction. Neither Party will unreasonably withhold its approval of a proposal affecting construction site selection, design activities or construction actions presented by the other Party;
2. The City and County will jointly participate in the ranking and selection of the JPSF construction site;
3. The City and County will jointly participate in overall detailed design process with the City being provided monthly opportunities to make input to that process through the JPSF Project Director. Furthermore, the City will be provided opportunity at the beginning of each phase of detailed design (schematic design, design development, and construction documentation preparation) to provide design input, such as floor plan, and building interior specifications input to the JPSF Project Director for those portions of the JPSF that PenCom and any other City activities will occupy. In similar fashion, the City will be given opportunity at the conclusion of each phase of detailed design to review and approve completed design work applicable to the JPSF spaces City activities will occupy;
4. The County and the City legislative bodies may meet jointly, if they so choose, when full project briefings are provided at the start of the schematic design phase, the start of the design development phase, and the end of the construction documentation preparation phase of the project;
5. At the conclusion of project Phase II activities, the County and City will assess the practicality of proceeding to Phase III, JPSF construction, and if an election is made to proceed, the Parties will determine how Phase III will be managed. Phase III is not subject to this agreement;
6. The County and the City each agree that they will endeavor to respond to any information or decision requests made by the other Party within forty-eight (48) hours of receipt of the request, but in no instance shall said response be in excess of 96 hours with the following exception. In those instances involving a request for input to the design process, where it is, or may be reasonably concluded that a necessary design decision will significantly impact useability or utility of occupied space(s) or reasonably appears that it will alter the project cost by more than \$25,000, then the party, from whom input is requested, shall respond in no more than 10 calendar days. If the party from whom information or input is requested fails to provide the requested information or input within the time limits in this paragraph, after being afforded an opportunity to do so, it shall be deemed that the Party has waived said opportunity to make input;

7. The County and the City each hereby identify to the other, in writing, that the individual duly appointed to and holding the following public offices shall serve as their respective JPSF project representative empowered to make and communicate project decisions to the other Party;

For Clallam County:
and JPSF Project Director

Clallam County Undersheriff

For the City of Port Angeles:
and City JPSF Project Manager

City of Port Angeles Director of Public Works

Either party may change the designation of their respective project official representative by giving written notice to the other.

8. The County and City shall be responsible for their respective obligations regarding any record retention requirements under this agreement, Public Records Act requests served on either party shall be immediately relayed to the other Party's Public Records Officer so the Parties may quickly and adequately respond to such request.

B. Responsibilities of the County

1. The County shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The County shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's Emergency Management (including Emergency Operations Center or EOC) module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the County's monetary obligation under this Agreement is not to exceed without prior authorization of the Clallam County Board of Commissioners, \$1,350,000 (\$1,000,000 design, and \$350,000 real property acquisition) for all Phase II work;

2. The County will manage through its Project Director, (hereinafter "Project Director") JPSF project cost, scope and schedule during Phase II and enter into contract with a licensed architectural and engineering firm (hereinafter "project A&E firm") to produce a detailed design for the JPSF (schematic design, design development and construction documentation preparation) sufficient to allow solicitation of contractor bids for construction and to proceed with actual construction of the facility;

3. The County represents that its Project Director is a regular full time employee who will, with the assistance of other County employees provide project management throughout Phase II of the project. The Clallam County Board of Commissioners (CCBoC) or the County's Project Director shall be the only person(s)/entity to give directions to the project A&E firm;

4. The CCBoC is the only entity that will give directions to the JPSF Project Director. Clallam County will however, to the extent practical and without causing project delays, provide project information updates to the City through the City's Project Manager and through joint meetings with the City Council, and seek input from the City in the same manner;

5. The County shall ensure that any design firm or individual retained to provide detailed design work is properly licensed, bonded and insured to perform the work described;
6. The County, via the Project Director, will develop, maintain and oversee execution of a detailed Project schedule that identifies major project tasks and key decision milestones, and will generally manage performance of project Phase II activities;
7. The County's Project Director will to the extent practical, provide both the City and the CCBoC with the same project related status information at the same time, and will provide copies of the project monthly reports to the City;
8. The County's Project Director will be responsible for soliciting tribal consultations, application for State SHPO review, and preparation of SEPA review requests for the site ultimately selected for construction of the JPSF;
9. Each Party will invite the other to participate in all JPSF public involvement activities it undertakes in regard to the JPSF. Each Party will endeavor to provide to the other Party a copy of any press release it intends to make at least twenty-four (24) hours prior to making the release.

C. Responsibilities of the City

1. The City shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The City shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's PenCom module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the City's monetary obligation under this Agreement is not to exceed without prior authorization of the Port Angeles City Council, \$1,350,000 (\$1,000,000 design, and \$350,000 real property acquisition) for all Phase II work.
2. The City and the County have agreed that the site selected shall provide adequate and feasible area for construction of a fire station in the future, but the design of a fire station will not be included in the detailed design produced under Phase II of the JPSF project;
3. The City agrees to reimburse the County for all expenses the County incurs for design activities that are allocated to design of the JPSF components that will be utilized or occupied by PenCom or other City activities within thirty (30) days of receipt from the County of billing for said expenses.

D. Dispute Resolution

Recognizing the possibility for possible disputes to arise between the County and City, the Parties agree to the following dispute resolution procedures:

In the event of any dispute concerning the terms of this Agreement, the application or interpretation of the terms, or the breach thereof, the Parties agree to make good faith efforts to resolve such dispute through direct discussions. The parties recognize that time is of the essence in performance of this agreement and that any disputes should be resolved as quickly as feasible. For that purpose, the Parties agree that the City's representatives for dispute resolution shall be the City Manager or his designee and

the Mayor, and the County's shall be one Commissioner and the County's Project Director. Within 5 business days after a dispute or question is identified, the representatives shall meet in person to discuss the issue and attempt to resolve it. In the event that the representatives need to collect additional information or there is another reason to adjourn the meeting to a later time, the representatives shall reconvene within 5 business days.

If such efforts are unsuccessful, the Parties agree to submit the issue(s) to mediation on an expedited basis. The mediator shall be selected by agreement of the Parties. All fees and expenses for the mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

In the event the Parties are unable to reach mutual agreement through the process described above, including the selection of a mediator, either Party may file an action in Clallam County Superior Court seeking any legally appropriate remedy to resolve the conflict between the Parties. Either Party may request the court to expedite hearing on the issue(s) presented, and each Party agrees not to unreasonably object to such a request.

Each Party shall be responsible for its own costs, including any attorney fees, in any such action.

E. Termination

1. For Public Convenience. Either Party may terminate this agreement upon 30 days written notice to the other Party whenever the County or the City determines, in their sole discretion, that such termination is in the interests of the County or is in the interests of the City.
2. Termination Due to Insufficient Funds. If sufficient funds for performance under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, either Party may terminate this contract upon five (5) days written notice to the other Party.
3. Termination for Breach. If either Party defaults by failing to perform any of the obligations of this Agreement, the other Party may immediately upon written notice to the other Party, terminate this Agreement.
4. Termination for lack of agreement. This Agreement contemplates agreement of the Parties in Phase IIA and IIB regarding site location and final design details to be contained in final design and construction documents. In the event that the Parties cannot agree upon these details, either party may terminate this Agreement upon five (5) days written notice to the other party.

F. Indemnification and Insurance

The Parties agree that each is an independent public entity and that nothing in this agreement shall make one the partner, agent, representative, or employee of the other for any purpose. Each Party remains solely and entirely responsible for the acts of its respective staff performing services for the other Party under this Agreement.

Each Party to this MOU shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including without limitation, for personal injuries, loss of life or property damage (collectively "Claims") arising directly from the

indemnifying Party's acts or omissions. Provided, however, that the indemnifying Party's obligation under this provision will not extend to claims or damages arising out of the sole negligence of the other Party.

Parties agree to obtain and maintain in full force and effect, insurance in sufficient amounts and scope of coverage during the term of this Agreement, and/or coverage through membership in a self-insured risk pool, including (without limitation) general liability, officer and public officials' errors and omissions, property, casualty and fire.

G. Entire Agreement

This written document, including any exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, including, but not limited to the previous "Management Agreement Joint Public Safety Facility Project" dated October 18 ,2022 and may only be amended or added to by a written amendment executed by both parties.

By:

City Manager
City of Port Angeles

Date:

By

Chairperson
Board of Commissioners
Clallam County Washington

Date:

APPROVED AS TO FORM


Clallam Co. Prosecutor's Office

Date:

EXHIBIT "A"

PROJECT DESCRIPTION PHASE IIa

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 1st
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:

Phase 2A (Hourly, NTE)

Project Management	\$14,150
Master Planning	\$26,510
Site Civil	\$6,050
Geo technical	\$55,660
Wetland Delineation (placeholder)	\$5,225
Cost Estimating	\$2,398

Total	\$109,993
--------------	------------------

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 1st of each year. Standard Rates are below and attached.

O A C

<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

EXHIBIT "B"

PROJECT DESCRIPTION PHASE IIb

CLALLAM COUNTY AND CITY OF PORT ANGELES

JOINT PUBLIC SAFETY FACILITY

EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION

PHASE 2b DESIGN SERVICES

June, 2023

EXHIBIT "B"

PROJECT DESCRIPTION

CLALLAM COUNTY - JOINT PUBLIC SAFETY FACILITY DESIGN SERVICES

February 1, 2023

INTRODUCTION

This Phase 2B amendment for final design services follows the Phase 2A work consisting of site selection, geotechnical exploration, and site master planning for the Joint Public Safety Facility (JPSF). The final design services will include the Emergency Operations Center (EOC) 'module' and the 911 Dispatch Center 'module'. The building will be roughly fourteen thousand square feet, located at a newly defined parcel adjacent 2200 W. Edgewood Dr. in Port Angeles. The existing 911 Dispatch and EOC are nearing the end of their useful service with respect to size/space and growth capacity. A new facility housing the two services that frequently interact will maximize resource sharing and available funding to create a robust facility for the community.

A pre-design report of the initial conceptual design for the combined EOC/911 Center/Fire Station on the subject property was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020. This report is the basis for the scope of work identified here.

The JPSF will be designed as a resilient and durable building providing the users an essential facility to conduct emergency operations and response in support of its citizens and constituent

jurisdictions. 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. The single-story building is roughly split equally between the EOC and 911 Dispatch Center with a rooftop mechanical penthouse. 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 continuity of operations. The building will include support spaces as outlined in the pre-design report. The project team will work with the stakeholder group to identify the appropriate provisions of the primary design standard, NFPA 1221. Estimated construction cost for the JPSF is \$11.4 million.

(A) SCOPE OF SERVICES:

The design related work is noted below. Included in this scope of work are the anticipated assumptions. The noted scope includes work for the following disciplines: Project Management, Architectural, Structural, Civil, Mechanical, Electrical, Plumbing (MEP), Audio/Visual, Acoustical, Communications, Building Enclosure, Landscape Architecture, Survey, Cost Estimating, Geotechnical, Environmental, Septic Design, Commissioning, and LEED Certification Support.

Task 1.0 — Design Management

OAC will provide overall management of the design and construction phases of the project. During design, our services will include design coordination, design scheduling, progress meetings, implementation of cost management procedures, design review, constructability review, coordination of design comments, expediting agency review, design phase estimates, cost adjustment sessions, project status reports, contract development, provisional master schedule, and information flow and reports. Detailed services include:

- Design Phase Coordination — The Project Manager will serve as the overall facilitator in coordination of design team activities, provide leadership with respect to the implementation of design phase procedures by all parties, and expedite the flow of information between the County and other parties. The Project Manager will work in concert with the County for approval of design or programmatic changes.
- Design Schedule — Develop the overall Design Schedule identifying key milestone dates to be achieved. Monitor the schedule and progress of the design and apprise team members when actual or potential constraints to maintaining the schedule occur and provide recommendations for corrective action.
- Design Progress Meetings — Participate in design progress meetings in conjunction with the County, design team, and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and confirmed.
- Design Review — Coordinate review of in-progress design documents for adherence to the programmatic and budget requirements. This review will be provided at the end of all design milestones (Schematic Design, Design Development, 50% Construction Documents, 95% Construction Documents). Comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives.
- Active Constructability Assessment — Subject to the preceding paragraph, provide input to County and the design team relative to value, sequencing of construction, duration of construction of various building methods, and constructability. This effort will be ongoing throughout the design

phase of the project with additional focus applied at substantial deliverable stages.

- **Coordinate Design Comments** — Coordinate the flow of information between the design team, County, and other stakeholders. Coordinate the design reviews and compile and expedite the submittal of comments to the design team.
- **Expedite Agency Reviewing and Approvals** — Assist in securing and transmitting appropriate documents to the various approval agencies at the appropriate times and seek to expedite agency approvals to the maximum extent feasible. Work with designers of record as they will lead the effort with agency review.
- **Design Phase Estimates** — Review cost estimates provided by the design team along with other project costs and assemble information in cost model format at the conclusion of the Schematic, Design Development, and Construction Document phases. Cost estimate reviews will be accompanied by a report to the County identifying variances with the original budget and making recommendations for appropriate corrective action, as required.
- **Cost Adjustment Sessions** — Should significant variances be detected on the cost estimates, the Project Manager will conduct cost adjustment sessions with the design team and the County. At the conclusion of these sessions, the Project Manager, in conjunction with County, will request commitments from the design team for design adjustments to the documents.
- **Project Status Reports** — Prepare and distribute a monthly Project Status Report that will include updated schedule and cost status reports. The schedule report will reflect actual progress against scheduled progress for the design phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.
- **Provisional Master Schedule** — Develop a provisional master schedule as part of the management plan. The provisional master schedule will contain projected major milestones to be accomplished by the Project participants. The provisional master schedule will be expanded as comprehensive critical dates are defined.
- **Information Flow and Reports** — Project Manager will become knowledgeable of County's reporting needs and, in conjunction with the County, will determine the type of information necessary, the reporting format, the frequency of various reports, and the distribution requirements for information related to the projects.

Task 2.0 — Schematic Design

OAC, along with our team partners, will refine the Design Concept developed by OAC for feasibility analysis in terms of general zoning and building code implications, site placement, vehicular access, building program/spaces, mechanical/electrical/plumbing/fire/communications/structural systems incorporation, security, access, operations, and phasing. This information may be used as a tool in the preparation, by others, of the general cost implications of the proposed Project. This phase will include up to four (4) design team meetings.

A detailed site survey will be conducted documenting all existing site geometry including existing utilities, grades, vegetation, finished surfaces, and property details. The survey will be completed utilizing Civil 3D creating a complete three-dimensional layout of the site.

Following completion of the Schematic Design Phase, an updated and condensed version of the pre-design report will be prepared for use by the County in pursuit of additional project funding. The report will include a condensed and detailed description of the pre-design process, description and supporting

drawings of the Schematic Design level documents, and the probable cost statement.

Stakeholder Meetings:

The OAC team will conduct a project kickoff meeting with stakeholders to validate project goals, validate conceptual design decisions, and validate stakeholder needs including space configuration, structural hardening, heating and cooling, and power. As part of this kickoff, OAC will lead a Risk Register Seminar to identify all risks and mitigation for the project. During the Schematic Design phase, the OAC team will support the County in conducting a public outreach event. The event will be held in Port Angeles and is assumed to be in-person meeting all public health guidelines at the time of the event. OAC will provide up to three display boards and electronic file presentation for the public engagement event. Additionally, OAC will facilitate three additional on-site stakeholder meetings during the Schematic Design phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (1) On-site Public Outreach Open House, including up to three (3) display boards and electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Schematic Design documents
- Site Survey
- Probable Cost Statement for Schematic Design documents
- Schematic level documents will include:
 - Site Plan (Building and major site components, with assistance by Civil/Survey and Landscape)
 - Floor Plans
 - Phasing Plan
 - Exterior Elevations
 - Two (2) Building Sections
 - Two (2) Exterior Renderings
 - Project Narrative
 - Zoning and Building Code Summary
 - Outline Specifications (Div. 2-36) Structural, MEP, and Landscape plans
 - Structural, MEP, and Landscape plans

Task 3.0 — Design Development

Design Development services will build upon work completed in Schematic Design consisting of preparing drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and other elements, site plan, including landscape architecture as may be appropriate. This phase will include up to four (4) design team meetings.

Stakeholder Meetings:

The OAC team will conduct a second project status meeting with stakeholders to validate alignment with project goals and validate Schematic Design decisions. As part of this status meeting, OAC will lead a second Risk Register Seminar to identify all current and new risks and mitigation for the project. Additionally, OAC will facilitate three additional stakeholder meetings during the Design Development phase to provide an

update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Design Development documents
- Probable Cost Statement for Design Development documents
- In-process documents (design development level) consisting of the following:
 - Code Plans
 - Floor Plans
 - Exterior Elevations
 - Building and Wall Sections
 - Structural Plans
 - MEP Plans
 - Communications/Data Plans
 - Building Details
 - Civil and Landscape Plans and details
 - Specifications (Draft Full)

Task 4.0 — Construction Documents

Construction Documents services will build upon work completed in Design Development consisting of preparing drawings and specifications setting forth in detail the requirements for construction of the Project. This phase will include up to four (4) meetings with you in a mix of on-site and virtual.

Land Use Agency Coordination services consisting of preparing submissions, presenting the Project at hearings, responding to comments, and revising documents for the purpose of gaining necessary approvals from Land Use (Zoning) authorities. This scope includes attending/presenting at up to two (2) hearings on behalf of the Project at the AHJ- appointed facility.

Building Permit Coordination services consisting of preparing submissions, responding to comments, and revising documents for the purpose of gaining necessary approvals from Building Code authorities.

Stakeholder Meetings:

OAC team will conduct a third project status meeting with stakeholders to validate alignment with project goals and validate Design Development decisions. As part of this status meeting, OAC will lead a third and final Risk Register Seminar to identify all current and new risks and mitigation for the project. Additionally, OAC will facilitate three additional stakeholder meetings during the Construction Documents phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar with project stakeholders, including electronic file presentation
- (2) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Construction Documents
- Probable Cost Statement for Construction Documents
- Documents (permitting/construction level) consisting of the following:
 - Code Plans

- Floor Plans
- Exterior Elevations
- Building and Wall Sections
- Structural Plans
- MEP Plans
- Communications/Data Plans
- Building Details
- Interior and Exterior Details
- Finish, Door, and Window Schedules
- Civil and Landscape Plans and details
- Specifications

Task 5.0 - Interior Design and Furniture, Fixtures and Equipment (FF&E)

Interior Design services include working with the County to select, coordinate and specify interior finish materials. A finish schedule, interior finish board and specifications will be provided for the County's use. This phase will include up to three (3) virtual meetings with the County over the course of design.

Furniture, Fixtures and Equipment (FF&E) services include working with the Owner to select, coordinate, and specify new FF&E items for the overall EOC and 911 modules including reception areas, lobbies, offices, EOC floor, conference rooms, ARES/RACES, communications rooms, and shared use rooms. We will assist in the selection process for sizing the Dispatch Floor and associated pathways for servicing dispatch consoles being specified and procured by others.

Task 6.0 — Building Commissioning Review

The OAC team will act as the Commissioning Authority (CxA) and will oversee and participate in the commissioning process to assist in ensuring that the building's commissioned systems are complete, fully functional and perform in accordance with the project requirements and design intent. The majority of commissioning activities will be addressed in an amendment as part of the construction related activities. During design, we will coordinate, lead, review, and oversee the completion of the following commissioning process activities in preparation for the construction phase:

1. Commissioning Review of Construction Documents and Back-Check
 - a. Will provide a focused "commissioning review" of the design construction documents. A commissioning review is intended to provide a detailed review of design drawings and specifications with a focus on coordination of the commissioned systems and adequacy of the design for achieving the OPR and BOD requirements. We will also back-check the review comments in the subsequent design submission.
2. Commissioning Measures / Specifications
 - a. Commissioning measures that are to be included in the construction documents, plans and specifications requires the outline of commissioning requirements, documentation, and responsibilities. We will develop and incorporate commissioning specification requirements into the construction documents specifications.

Task 7.0 — LEED Silver Certification

LEED certification services include the general management and oversight of the LEED certification process.

Specific responsibilities include the registration of the project on behalf of the Owner, review and verification of all documentation and online submittals to the USGBC, review of the Owner's Project Requirements (OPR) and development of the Basis of Design narrative based on the OPR, arrange and conduct LEED kick-off meeting in early stages of design to review previously developed preliminary credit scorecard, establish a regular LEED communication channel with all project team members required to participate, coordinate submittal items from the design team for certification, and manage the certification process with USGBC.

DELIVERABLES:

The following deliverables will be submitted:

- Schematic Design Drawings and Specifications Outline (PDF)
- Design Development Drawings and Specifications Draft (PDF)
- 95% Permit Ready Construction Document Drawings and Specification (PDF)
- 100% Issued for Construction Drawings and Specifications

ASSUMPTIONS:

General

- This scope of work is based on the master planning effort, conducted under Phase 2A of this contract.
- Construction support services will be addressed as an amendment to this work during the Construction Document phase of the design.
- Revit will be used for documentation purposes.
- EOC design will run parallel to the 911 Dispatch Center design.
- This scope of work will produce Issued for Construction (IFC) documents, following review and inclusion of any building department permit review.
- The anticipated design schedule provides for an early earthwork package to allow installation of below grade utilities during optimal weather conditions. The design team will work to achieve this schedule provided no impacts from other factors beyond our control.
- County to identify each stakeholder decision maker.
- County will provide OAC access to site for conducting engineering assessments and other data collection as necessary to gather information and produce deliverables.
- Digital photography will be an acceptable form of photo documentation of the project.
- OAC will attend stakeholder meetings in Port Angeles: (3) three design/planning meetings and (1) one risk workshop during the SD Phase; (2) two design/planning meetings and (1) one risk workshop during the DD and CD Phases of the project. Each meeting will be scheduled for (8) eight hours, not including travel time. Additional meetings can be arranged in accordance with our standard rate sheet.
- OAC will conduct (4) four intermediate stakeholder design/planning meetings utilizing video conference calling. Each meeting will be scheduled for (6) six hours. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following each submittal stage, SD, DD, & CD. All comments will be compiled by the County team prior to delivery to OAC. Comments generated during stakeholder meetings will be compiled by OAC. No comments will be anticipated following submission of the 100% IFC submittal.
- OAC will generate meeting agendas and minutes for each of the stakeholder meetings and workshops, documenting items such as decisions made, action items, etc.
- Scheduled certificate of occupancy is December 2024.
- The facility design is predicated on information developed by OAC in the Pre-design Report, dated October 2020.

- If a communication tower is required, performance specifications will be prepared and included in the construction documents. Locations, including the tower, duct banks, etc. will be located on the plans.
- Project will comply with LEED Silver requirements.
- Life Cycle Cost Analysis (LCCA) is included as an allowance in the fee estimate. The level of effort to complete the LCCA will be addressed as an amendment once final systems have been identified.
- The County will identify the preferred septic system designer. Design fees for coordination with septic design are included as an allowance and will be refined once the designer is identified by the County.
- Graphic design, exterior wayfinding, environmental graphics, and hazardous materials consulting are beyond this scope of work.
- Additional services or those noted as beyond this scope can be performed, if requested by the Owner, at our then-current hourly rates.

Architectural

- OAC will support and attend (1) one public engagement session, to be held in the evening in Port Angeles. The County will facilitate the public meeting with OAC providing support with visual graphics and electronic media.
- Zoning modifications or land use changes will be addressed by the County or Port.
- Selection of the PenCom dispatch consoles to be located in the Dispatch Floor will be a specialty item specified and procured by others.

Structural

- All selected systems will use code-compliant detailing that will not require alternate means of compliance or peer review.
- Seismic bracing of non-structural components to be addressed as an amendment during the DD phase of design once all non-structural systems requiring bracing have been identified.
- No provision for horizontal or vertical expansion is included at this time.
- All stairs will be designed by a specialty subcontractor and submitted as a deferred design
- Perimeter fencing to be addressed as a performance specification.

Civil/Survey

- Property delineation or adjustments to property lines will be done by others.
- A topographic survey of the parcel will be provided.
- Infiltration testing/data will be provided by the Geotechnical engineer.
- Design of potential septic system will be coordinated with a consultant identified by the County.

MEP

- Design of stair pressurization systems is beyond this scope.
- Installation or modification of street lighting and traffic signalization is beyond this scope.
- Photo-voltaic systems are design-built by the equipment supplier. Performance specifications and power supply will be provided for use by the supplier. System design will be shown for contractor pricing.
- No commercial kitchen elements are part of this scope.
- All MEP equipment seismic anchorages will be Contractor design-built and submitted as deferred engineering submittals after all pieces of equipment are finalized and approved by the Owner and the design team. The deferred submittal will be prepared by the Contractor's Engineer and submitted for

the A/E team's approval. Contractor will be responsible to submit the approved deferred submittal to the AHJ for record as part of the MEP permit if required.

- Fire protection systems are design-built by the Contractor.
- Fire protection evaluation and review for fit-up/tolerances, is included.
- Water supply to the building will be adequate and not require a fire pump. Flow testing or obtaining flow test information is beyond this scope.

Audio/Visual

- Consulting will be provided for routing and compatibility with future, Owner procured, customized integration system in the EOC.

Acoustical

- Analysis and reports will be provided to comply with permitting requirements.
- Review of MEP systems and finish materials within the EOC and Dispatch room are included.

Communications

- Existing IT systems and information to be provided to OAC for use in design.
- County to provide IT systems requirements for server and other equipment.
- County will provide dedicated IT team member to address all IT related elements.
- Voice/data infrastructure will be a "home run" Cat6/6A solution (TBD, pending stakeholder input) from the workstation / displays to the associated telecom room.
- Use of off-the-shelf industry standard components and materials only. This proposal does not include the development of new products or devices.

Building Enclosure

- Buildings will be constructed as an air-barrier (WSEC C402.5.1) and will be tested (WSEC C402.5.1.2).
- There are no occupiable rooftop areas.

Landscape

- Presentation-quality physical and/or electronic models and 3D renderings are beyond this scope.
- Detailed tree retention plans are not anticipated for this project.
- No vegetative roof is anticipated for this project.

Cost Estimating

- Probable cost statements will be generated using the Unifomat Standard.

Geotechnical

- Onsite soils testing for infiltration suitability will be performed to support required infiltration study requirements.
- County will provide equipment and operator to support excavations in support of infiltration study.

Environmental

- County will secure permission to access the critical area assessment areas.
- No more than 1 wetland and 1 stream are anticipated for the selected site.
- Identification of wetlands and associated buffers will be based on the CCMC.
- A professional land survey of the wetland delineation flags will not be needed, GPS will be sufficient.

- Submittal of reports and permitting fees will be coordinated and paid for directly by the County.

SCHEDULE:

The following is a conceptual schedule with durations, to be modified or adjusted with input from the County as the project progresses.

Notice to Proceed (NTP)	Week of March 6th
Schematic Design Submittal	3 Months
Design Development Submittal	2 Months
Construction Documents/Permitting	4 Months
Site Package CD	4 Months after NTP

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:

Phase 2B (Hourly, NTE)	
Project Management	\$244,860
Architectural	\$568,260
Structural	\$99,000
MEP/FP	\$453,750
Civil/Survey	\$46,200
A/V	\$16,500
Acoustics	\$16,500
Building Enclosure	\$28,050
Commissioning	\$8,250
Communications	\$71,330
Cost Estimating	\$66,000
Landscape Architecture	\$89,100
Environmental	\$11,330
Geotechnical - Infiltration	\$13,860
Septic Design (allowance)	\$33,000
MEP LEED Support	\$77,000
LEED Consulting	\$44,000
LCCA (allowance)	\$88,000
Total	\$1,974,990



AGENDA ITEM SUMMARY

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

20
JUL 11 2023

Department: Prosecuting Attorney

WORK SESSION ☒ **Meeting Date:** July 10, 2023

REGULAR AGENDA ☒ **Meeting Date:** July 11, 2023

Required Originals Approved and Attached? ☒

Will be provided on:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract #
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

The Prosecuting Attorney's Office is requesting a work session with the Board of Commissioners to discuss renewal of Clallam County's annual Westlaw Contract and for the Commissioners to consider approval of new contract for a three year term.

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

Funds are in the Budget

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

Approve and sign agreement at July 11, 2023 regular meeting.

County Official Signature: *Bert D. Boughton*

Name of Employee/Stakeholder attending meeting: Bert D. Boughton

Relevant Departments: PAO

Date submitted: 7/5/2023

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



THOMSON REUTERS

Order Form

Order ID: Q-06849658

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000718208

CLALLAM COUNTY

PROSECUTOR

223 E 4TH ST STE 11

PORT ANGELES WA 98362-3000 US

“Customer”

Shipping Address

Account #: 1000718208

CLALLAM COUNTY

PROSECUTOR

223 E 4TH ST STE 11

PORT ANGELES WA 98362-3000 US

Billing Address

Account #: 1000718208

CLALLAM COUNTY

PROSECUTOR

223 E 4TH ST STE 11

PORT ANGELES, WA 98362-3000

US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,993.44	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency

that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 6/30/2023.

Approved as to form only by:



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



Attachment

Order ID: Q-06849658

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000718208

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: BOUGHTON, BERT D

Email: dee.boughton@clallamcountywa.gov

eBilling Contact

Contact Name BERT D BOUGHTON

Email dee.boughton@clallamcountywa.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000718208	CLALLAM COUNTY	223 E 4TH ST STE 11 PORT ANGELES WA 98362-3000 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
11	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
11	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
11	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
CHRISTI	WOJNOWSKI	cwojnowski@co.clallam.wa.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed

40757481	West Proflex
----------	--------------

Charges During Minimum Term											
Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$2,993.44	5.00%	\$3143.11	5.00%	\$3300.27	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.



3a

.1111 1 1 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-26-23**

REGULAR AGENDA ☒ **Meeting Date: 7-11-23**

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Executive summary:

Vacancies exist on the Homelessness Task Force.

A press release was issued during the month of April 2023 soliciting applications. Four applications were received.

The City of Forks made a recommendation to appoint Juanita Weissenfels to the Homelessness Task Force.

The Homelessness Task Force reviewed applications and recommended the appointment of Joseph Mocerì and Joyce Stuart to the Homelessness Task Force.

The Health and Human Services Department Deputy Director endorses the appointments of Juanita Weissenfels, Joseph Mocerì and Joyce Stuart to the Homelessness Task Force.

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, Health & Human Services Department

Relevant Departments: Board of Commissioners, Health & Human Services Department

Date submitted: 6-14-23

* Work Session Meeting - Submit 1 single sided/not stapled copy

Homelessness Task Force Mocerì et al 7-3-23

** 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



RESOLUTION _____, 2023

APPOINTING MEMBERS TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Homelessness Task Force.
2. A press release was issued during the month of April 2023 soliciting applications. Four applications were received.
3. The City of Forks made a recommendation to appoint Juanita Weissenfels to the Homelessness Task Force.
4. The Homelessness Task Force reviewed applications and recommended the appointment of Joseph Mocerri and Joyce Stuart to the Homelessness Task Force.
5. The Health and Human Services Department Deputy Director endorses the appointments of Juanita Weissenfels, Joseph Mocerri and Joyce Stuart to the Homelessness Task Force.

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

1. **Juanita Weissenfels** is appointed to the City government – Forks - Alternate position for a term expiring December 31, 2025.
2. **Joseph Mocerri** is appointed to the Homeless or Formerly Homeless position for a term expiring December 31, 2025.
3. **Joyce Stuart** is appointed to the At-Large position to complete the term expiring December 31, 2024.

PASSED AND ADOPTED this 11th day of July, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board



36

AGENDA ITEM SUMMARY

JUL 11 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-26-23**

REGULAR AGENDA ☒ **Meeting Date: 7-11-23**

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the Crescent Community Advisory Council due to resignations.

A press release was issued during the month of April 2023 soliciting applications from interested citizens. Two applications were received.

Crescent Community Advisory Council membership support the appointments of Greg Waters and John Kent to the Crescent Community Advisory Council.

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 Greg Waters and John Kent.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 6-21-23

* 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 _____, 2023

APPOINTING A MEMBER TO THE CRESCENT COMMUNITY ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Crescent Community Advisory Council due to resignations.
2. A press release was issued during the month of April 2023 soliciting applications from interested citizens. Two applications were received.
3. Crescent Community Advisory Council membership support the appointments of Greg Waters and John Kent to the Crescent Community Advisory Council.

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

1. **Greg Waters** is appointed to serve as the Fire District 4 representative for a standing term.
2. **John Kent** is appointed to serve as the Crescent School District Alternate for a standing term.

PASSED AND ADOPTED this 11th day of July 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Mike French

c: Appointee
CCAC
A22.26



36

AGENDA ITEM SUMMARY

JUL 11 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 6-26-23**

REGULAR AGENDA ☒ **Meeting Date: 7-11-23**

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Executive summary:

Vacancies exist on the Noxious Weed Control Board due to expiration of terms.

A press release was issued April 2023 soliciting applications from interested citizens. The current members with the expiring terms were notified. No applications were received.

Members whose terms are expiring notified the Commissioners' Office that they would like to be considered for reappointment.

Christina St. John – Noxious Weed Coordinator endorses the reappointments of Eric Adolphsen and Bruce Paul to the Noxious Weed Control 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 resolution reappointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Noxious Weed Coordinator – Christina St. John

Relevant Departments: Board of Commissioners and Noxious Weed

Date submitted: 6-21-23

* 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 _____, 2023

REAPPOINTING MEMBERS TO THE
NOXIOUS WEED CONTROL BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Noxious Weed Control Board due to expiration of terms.
2. A press release was issued April 2023 soliciting applications from interested citizens. The current members with the expiring terms were notified. No applications were received.
3. Members whose terms are expiring notified the Commissioners' Office that they would like to be considered for reappointment.
4. Christina St. John – Noxious Weed Coordinator endorses the reappointments of Eric Adolphsen and Bruce Paul to the Noxious Weed Control Board.

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

1. **Eric Adolphsen** is reappointed to the Geographic Area 2 position for a term expiring on July 1, 2027.
2. **Bruce Paul** is reappointed to the Geographic Area 5 position for a term expiring on July 1, 2027.

PASSED AND ADOPTED this 11th day of July 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French



AGENDA ITEM SUMMARY

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

3d
JUL 11 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-3-23

REGULAR AGENDA ☒ Meeting Date: 7-11-23

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Executive summary:

A vacancy exists on the Noxious Weed Control Board due to the expiration of a term.

A press release was issued April 2023 soliciting applications from interested citizens. The current member with the expiring term was notified. No applications were received.

The member whose term is expiring notified the Commissioners' Office that they would like to be considered for reappointment.

Christina St. John – Noxious Weed Coordinator endorses the reappointment of Fred Grant to the Noxious Weed Control 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 resolution reappointing.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Noxious Weed Coordinator – Christina St. John

Relevant Departments: Board of Commissioners and Noxious Weed

Date submitted: 6-28-23

* 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 _____, 2023

REAPPOINTING A MEMBER TO THE
NOXIOUS WEED CONTROL BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Noxious Weed Control Board due to the expiration of a term.
2. A press release was issued April 2023 soliciting applications from interested citizens. The current member with the expiring term was notified. No applications were received.
3. The member whose term is expiring notified the Commissioners' Office that they would like to be considered for reappointment.
4. Christina St. John – Noxious Weed Coordinator endorses the reappointment of Fred Grant to the Noxious Weed Control Board.

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

1. **Fred Grant** is reappointed to the Geographic Area 1 position for a term expiring on July 1, 2027.

PASSED AND ADOPTED this 11th day of July 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French



49
JUL 11 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: 7-3-2023

REGULAR AGENDA ☒ Meeting Date: 7-11-2023

Required originals approved and attached? ☐
Will be provided on: 7-11-2023

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other FINAL PLAT |

Documents exempt from public disclosure attached: ☐

Executive summary: The Housing Authority is requesting final approval of a 13-lot subdivision that will create 12 residential lots and one lot that will contain a 25-unit apartment building within the Urban Growth Area of the City of Port Angeles. The lots will front along 7th Avenue which was constructed during the first phase of the Housing Authority's development. An open record hearing was conducted on June 17, 2022 and a final decision was issued by the Hearing Examiner on August 29, 2022. Environmental Health, Roads, and Planning have reviewed the final documents and determined that 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

County Official signature & print name: Bruce Emery Bruce Emery

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

Relevant Departments: DCD

Date submitted: 6-28-2023

* 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	)	Nos. LDV2022-00017; VAR2022-00001
	)	
Annie O'Rourke, on behalf of the	)	Peninsula Housing Authority
Peninsula Housing Authority	)	Preliminary Subdivision and Variance
	)	
For Approval of a Preliminary Subdivision	)	DECISION ON COUNTY'S REQUEST
<u>Zoning Variance</u>	)	FOR RECONSIDERATION

TO: Parties of Interest

BACKGROUND

On July 6, 2022, the Hearing Examiner approved the request of Annie O'Rourke, on behalf of the Peninsula Housing Authority, for a preliminary subdivision to create a 13-lot subdivision that would consist of six single-family residential lots, six townhouse unit lots, and a 25-unit apartment building lot, on an approximately 1.9-acre undeveloped parcel, located to the southwest of the intersection of North Gales Street and East 7th Avenue, in the Port Angeles area of unincorporated Clallam County. The Hearing Examiner also approved the request for a variance from the eight-foot side setback requirement of Clallam County Code 33.13.060(6)(b) to permit the three proposed two-unit townhome structures to be built on property lines, which would allow for each townhome unit and underlying lot to be individually owned.

REQUEST FOR RECONSIDERATION

Clallam County (County) filed a timely Request for Reconsideration of the decision addressing two of the decision conditions. The County requested that:

- Condition 5 should be clarified that stormwater for the future development of the apartment complex will be reviewed at the time of permitting and is not required to be implemented prior to final of the land division [sic]. Condition 5 could be written to state "A revision to the existing stormwater plan shall be approved by the Road Department and implemented to address creation of single-family lots prior to final plat approval, and design and implementation of the stormwater plan for future development of the apartment complex will be reviewed at the time of development."
- Condition 8 should be revised to indicated sewer is approved by the City not the County. Changing that a "letter from the Public Works Department following construction, inspection, and approval by the County prior to final plat approval" should instead read "approval by the City" instead of County. The County further noted that the County's staff report incorrectly noted that the County would

*Decision on Request for Reconsideration
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001*

provide approval of final installation and that this was discussed during the hearing.

DECISION

The Applicant did not submit any objections to the County's proposed clarifications of Conditions 5 and 8. Because the proposed condition changes reflect the intent of the County's Road Department and sewer approval clarification of the staff report at the hearing, the County's request is **GRANTED**. To avoid confusion, attached is a revised Preliminary Subdivision and Variance decision with the requested changes to Conditions 5 and 8 using ~~strikeouts~~ for stricken language and underlining for added language.

DECIDED this 29th day of August 2022.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

Attached: Findings, Conclusions, and Decision, Peninsula Housing Authority Preliminary Subdivision and Variance, Nos. LDV2022-00017; VAR2022-00001 (Revised)

**BEFORE THE HEARING EXAMINER
FOR CLALLAM COUNTY**

In the Matter of the Application of	)	Nos. LDV2022-00017; VAR2022-00001
	)	
Annie O'Rourke, on behalf of the	)	Peninsula Housing Authority
Peninsula Housing Authority	)	Preliminary Subdivision and Variance
	)	
	)	
For Approval of a Preliminary Subdivision	)	FINDINGS, CONCLUSIONS,
<u>And Zoning Variance</u>	)	AND DECISION

SUMMARY OF DECISION

The request for a preliminary subdivision to create a 13-lot subdivision that would consist of six single-family residential lots, six townhouse unit lots, and a 25-unit apartment building lot, on an approximately 1.9-acre undeveloped parcel, located to the southwest of the intersection of North Gales Street and East 7th Avenue, in the Port Angeles area of unincorporated Clallam County, is **APPROVED**. The associated request for a variance from the eight-foot side setback requirement of Clallam County Code 33.13.060(6)(b) to permit the three proposed two-unit townhome structures to be built on property lines, which would allow for each townhome unit and underlying lot to be individually owned, is also **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 June 17, 2022, utilizing a hybrid approach allowing for live participation or participation by remote access technology.

Testimony:

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

Donella Clark, County Principal Planner
Annie O'Rourke, Applicant Representative
Paul Stigen
Mark McCann
Miranda Wilson

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated June 8, 2022
2. Land Division Application, dated April 22, 2022; Variance Application, dated April 22, 2022, with Zoning Variance Criteria and Justification

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001

3. Site plan, dated March 28, 2022; vicinity map; zoning map
4. Email from Annie O'Rourke to Donella Clark, dated May 3, 2022, with email string;
Email from Annie O'Rourke to Donella Clark, dated June 2, 2022, with email string
5. Eklund Subdivision, Vol. 15, Page 42 (No. 2008-1216728), recorded February 26, 2008
6. Statutory Warranty Deed (No. 2007-1209759), recorded September 27, 2007
7. Stormwater recommendation for Eklund Heights, email from Seth Rodman, P.E.,
Zenovic & Assoc. Inc., to Annie O'Rourke, dated December 8, 2021, with email string
8. Hazardous Materials Site Assessment Phase I, Westech Company, dated November 2021
9. Drainage Report Addendum, Quadra Engineering, Inc., dated June 11, 2008
10. Hearing Examiner's Findings of Fact, Conclusions of Law, and Decision – Lee Eklund
Preliminary Plat (No. LDV2007-00037), dated July 20, 2007
11. SEPA Determination of Nonsignificance, issued May 23, 2022; County Staff
Memorandum, dated May 20, 2022
12. SEPA Environmental Checklist, dated April 19, 2022
13. Comment from Clallam County Building Department, dated April 26, 2022
14. Comment from Clallam County Fire Marshal, dated April 27, 2022
15. Comment from Clallam County Environmental Health Services, dated April 25, 2022
16. Comment from Clallam County Road Department, dated May 12, 2022
17. Notice Materials:
 - a. Notice of Complete Application, dated April 29, 2022
 - b. Declaration of Mailing, with County Memorandum, dated May 26, 2022; Site
Plan, dated March 28, 2022; mailing labels; parcel map
 - c. Notice of Application and Declaration of Posting, dated June 1, 2022; Notice of
Public Hearing, dated April 15, 2022
 - d. Legal Invoice (No. PDN955593), *Peninsula Daily News*, dated May 25, 2022;
Affidavit of Publication, *Peninsula Daily News*, dated June 1, 2022; and
Classified Proof, *Peninsula Daily News*, published May 28, 2022
18. Email from Annette Warren to Annie O'Rourke, dated June 16, 2022, with email string

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

FINDINGS

Background

1. On July 20, 2007, former Clallam County Hearing Examiner Christopher Melly approved a preliminary plat to subdivide three parcels totaling approximately 4.97 acres into 11 lots for the phased development of single-family and multifamily residences (Eklund Heights Subdivision). Phase 1 included the development of nine single-family lots (Lots 2 – 10) on the northern portion of the property, which was completed in 2009. Phase 2 was proposed to include the development of a 13-unit multifamily apartment building on Lot 1 at the northwest corner of the property, as well a 37-unit multifamily apartment building on Lot 11, which is located on the southern half of the property. Development

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001

of Lot 1 with the 13-unit apartment building was completed in 2015. Lot 11 remains undeveloped and is the subject of the preliminary subdivision and zoning variance request described in detail below. *Exhibit 1, Staff Report, pages 1 and 2; Exhibit 5; Exhibit 10; Exhibit 12.*

Application and Notice

2. Annie O'Rourke, on behalf of Peninsula Housing Authority (Applicant), requests preliminary subdivision approval to divide an approximately 1.9-acre parcel (Lot 11) into 13 lots that would consist of 6 single-family residential lots, 6 townhouse unit lots, and a 25-unit apartment building lot. The 12 single-family and townhome residential lots would vary in size from 4,971 square feet to 5,740 square feet, and the lot housing the two-story apartment complex would measure 19,245 square feet. The lots would front and take access from East 7th Avenue, which was constructed as part of the previous subdivision development and provides a connection to North Gales Street to the east. The Applicant also requests a variance from the eight-foot side setback requirement of Clallam County Code 33.13.060(6)(b) to permit the three proposed two-unit townhome structures to be built on property lines, which would allow for individual ownership of each townhome unit and underlying lot. The property is located to the southwest of the intersection of North Gales Street and East 7th Avenue, in the Port Angeles area of unincorporated Clallam County.¹ *Exhibit 1, Staff Report, page 1; Exhibit 2; Exhibit 3; Exhibit 5; Exhibit 10.*
3. Clallam County (County) determined that the application was complete on April 29, 2022. On May 26, 2022, the County mailed or emailed notice of the application and associated open record hearing to property owners within 300 feet of the subject property and to reviewing government departments and agencies. On May 28, 2022, the County published notice of the application and hearing in the *Peninsula Daily News*. The County posted notice of the application and hearing at the property on June 1, 2022. The County's notice materials stated that comments on the proposal could be submitted up to the open record hearing scheduled for June 17, 2022. *Exhibit 1, Staff Report, page 3; Exhibit 17.*
4. The County received one comment on the proposal from a neighboring resident in response its notice materials, via telephone conversation. The neighboring resident expressed support for the proposed development but raised concerns about overflow parking in light of the 26 off-street parking spaces that would be provided for the 25-unit apartment complex. The neighboring resident also inquired about whether a fence would be constructed along the southern property line. The County responded that on-street parking is allowed along East 7th Avenue and that there are no County standards that would require fencing. *Exhibit 1, Staff Report, pages 3 and 4.*

¹ The parcel is identified by tax parcel number 063012-690110. *Exhibit 1, Staff Report, page 1.* A legal description of the property is included with the statutory warranty deed. *Exhibit 6.*

5. The County received the following comments on the proposal from reviewing departments:
- The County Road Department noted that a comprehensive engineered drainage plan would be required prior to development, that the approach for the apartment building would need to be 24 feet wide to accommodate simultaneous ingress and egress, and that all necessary road mitigation requirements were completed as a part of the initial Eklund Heights land division in 2007, and no further mitigation is required.
 - The County Environmental Health Division noted that the Applicant would be required to submit a water availability letter and that each lot would require a sewer permit.
 - The County Building Division noted that it had no concerns about the proposed zero lot line two-family dwellings, provided that the shared common wall between dwelling units would meet the fire-resistance requirements of the International Building Code and that sprinkler system requirements would be met. County Building Official Annette Warren later approved the Applicant's proposal to create 2-hour fire resistant rated walls separating the townhome units.
 - The Clallam County Fire Marshal commented that the location of the nearest fire hydrants and current fire flow rates available would need to be provided, as well as any required Fire Apparatus access lanes shown on the site plan.

Exhibit 1, Staff Report, pages 3 and 4; Exhibits 13 through 16; Exhibit 18.

Environmental Review

6. 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 May 20, 2022, with a comment deadline of June 6, 2022. The County did not receive any comments on the DNS. The DNS stated that it may be appealed to the superior court, together with this final permit decision, consistent with the requirements of the Land Use Petition Act (LUPA), Chapter 36.70C RCW. *Exhibit 1, Staff Report, pages 3 and 13; Exhibit 6; Exhibit 7; Exhibit 12.*

Existing Site, Comprehensive Plan, and Zoning

7. As noted above, the approximately 1.9-acre subject property consists of Lot 11 of the previously approved Eklund Heights Subdivision. The project site was previously forested but was cleared sometime between 2006 and 2009 and now consists of an undeveloped relatively flat open field with mixed grasses and weeds. Infrastructure improvements serving the property, including the construction of East 7th Avenue, street

*Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001*

frontage improvements along North Gales Street, sidewalks, utilities, and drainage were constructed during development of the other lots within the Eklund Heights Subdivision. *Exhibit 1, Staff Report, page 2; Exhibit 8.*

8. The County Comprehensive Plan designates the property as within the Gales Addition neighborhood of the Port Angeles Urban Growth Area (UGA). *Clallam County Code (CCC) 31.04.310*. 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, identifying the following County-wide goals and policies of the Comprehensive plan as relevant to the proposal:
- It is expected that net densities will increase as urban growth and development occurs within the UGA, and the UGA boundary should be established toward this objective. Included in this principle is the requirement that urban growth areas develop specific strategies and programs to encourage infill development and redevelopment of identified underdeveloped lands. [CCC 31.02.230(4).]
 - Clallam County should consider the following strategies to encourage the retention and creation of affordable housing: . . . Zoning and subdivision provisions that broaden the range of affordable housing choices through expanded opportunities such as townhouses, condominiums, multiplex rental housing, multi-story housing, and high-density cottage units clustered around common green spaces; and low-density attached units mixed with large open-space remainder lots. [CCC 31.02.520(3)(b).]
 - Clallam County should consider the following strategies to encourage the retention and creation of affordable housing: . . . Incentives, such as density bonuses, that would allow residential developments to be financially viable even with a partial set-aside of below-market-rate units. [CCC 31.02.520(3)(e).]

Exhibit 1, Staff Report, pages 9 and 10.

9. County staff also identified the following Comprehensive Plan goals and policies, specific to the Port Angeles regional planning area, as relevant to the proposal:
- The urban area of Port Angeles provides a mixture of employment, residential, commercial, cultural and recreational opportunities. Much of the new development and redevelopment which occurred after 1995 took place within the existing urban growth area of Port Angeles where infrastructure was in place or could be easily extended. Today, there is still ample room for development within that original urban growth area. Port Angeles is the ultimate supplier of services within the urban growth area. [CCC 31.04.240(3).]
 - The Port Angeles region enjoys a healthy and stable economy, emphasizing diversity in the range of goods produced and services

provided. Businesses continue to locate in the urban growth area because of the high quality of life, provision of business infrastructure, the emphasis on superior schools, and the ability of a tightly knit community to provide a safe living environment for all. Residents and business interests trust their local governments to follow through on solutions because the plans and promises made to manage growth in 1995 have been followed and changes to the original plan occur as a result of demonstrated community need. Change is accepted and proceeds in an orderly fashion based on the growth management plan. [CCC 31.04.240(3).]

- Clallam County should encourage the development of affordable housing opportunities in urban areas. Affordable housing in urban areas will be provided through the following techniques: . . . Multifamily developments will be encouraged to locate in the urban growth areas where transit access, availability of facilities/utilities and other factors important to multifamily development can be provided. [CCC 31.04.125(2)(a).]
- Multifamily developments within urban growth areas should be allowed in all residential zones where density exceeds seven units per acre. Areas zoned at lesser densities in urban areas are usually heavily impacted by wetlands and other physical constraints which would severely constrain multifamily development. [CCC 31.04.125(13).]
- The County should ensure that development standards do not discourage the provision of affordable housing. [CCC 31.04.125(14).]

Exhibit 1, Staff Report, pages 9 and 10.

10. In addition, County staff identified the following Comprehensive Plan goals and policies, specific to the Gales Addition neighborhood, as relevant to the proposal:
 - The Gales Addition neighborhood is bounded by the city limits to the west, Lee's Creek to the east, Highway 101 to the south and the Strait to the north. [CCC 31.04.320(2).]
 - Urban moderate density land use shall be established in the area between the urban neighborhood commercial designation and an east-west extension of 7th Avenue. This designation would allow redevelopment of moderate density dwellings within walking distance of public transit on Highway 101 and provide affordable housing opportunities for area residents. [CCC 31.04.320(3)(b).]
 - The area north of an east-west extension of 7th Avenue shall be designated urban low density residential which allows up to nine units per acre and is usually a mix of single-family and duplex units. This designation supports the current single-family residential character of this portion of the neighborhood. [CCC 31.04.320(3)(c).]
 - Water service is provided in this portion of the urban growth area by the PUD and the City. Further land divisions should be permitted only when

*Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001*

PUD or City water is extended pursuant to a UGA Urban Services and Development Agreement or upon annexation. [CCC 31.04.320(7)(a).]

- Sewer service is not available in this portion of the urban growth area. There are areas of poor soils with limitations for on-site sewage disposal systems. The City of Port Angeles should provide sewer service to new land divisions in Gales Addition under utility extension agreements or upon annexation. [CCC 31.04.320(7)(b).]

Exhibit 1, Staff Report, page 11.

11. The property is zoned Urban Moderate Density (MD). The purpose of the MD zone is to “provide areas of moderately high density urban development within urban growth areas.” CCC 33.13.060. Single-family dwellings, duplexes, and multi-family dwellings are allowed uses in the MD zone. CCC 33.13.060(1). The County code does not specifically list townhouses as a permitted use. County staff determined, however, that each proposed two-unit townhome would fall under the definition of a *duplex*, which is defined under the code as “two dwelling units having a common roof,” and would therefore be allowed in the MD zone. CCC 33.03.010(33). The MD zone provides for a minimum residential density of 4 dwelling units per acre and a maximum density of 15 dwelling units per acre. The proposal to subdivide the approximately 1.9-acre parcel for development of 37 dwelling units would exceed the maximum density allowed in the MD zone. County staff determined, however, that the density allotted for the parcel as part of the previously approved Eklund Heights subdivision should apply and, therefore, the proposal to maintain the 37 dwelling units approved for parcel as part of that previous subdivision would be consistent with the density requirements for the MD zone. The MD zone requires minimum lot sizes of 4,840 square feet. CCC 33.13.060(5). The smallest proposed lot would measure 4,860 square feet, in accord with this requirement. The County would review the proposed development for compliance with applicable setback requirements at the building permitting stage. CCC 33.13.060(6). As noted above and discussed in detail later in this decision, the Applicant requests a variance from the side setback requirement to allow the townhome structures to be located on property lines to accommodate individual unit ownership. Land divisions within the MD zone are generally required to connect to public sewer and water. CCC 33.13.060(7)(b)-(c). County staff determined that this requirement would be met. *Exhibit 1, Staff Report, pages 1, 2, and 13; Exhibit 3; Exhibit 10.*
12. Surrounding land uses consists of residential development at various densities and housing types, with surrounding properties ranging from 0.17-acre to half-acre lots. Adjacent properties to the east, south, and west, are within the MD zoning district, and adjacent properties to the north are zoned Urban Low Density and consist of the previous approved Eklund Heights subdivision development. *Exhibit 1, Staff Report, page 2; Exhibit 3.*

Critical Areas

13. 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. 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 proposed development would connect to public water and sewer systems, and County staff determined, therefore, that a hydrologic study would not be required and that there are no concerns about the proposed development affecting the CARA. No other critical areas were identified on the property. *Exhibit 1, Staff Report, pages 2, 9, 13, 14, and 16.*
14. Westech Company prepared a Hazardous Materials Site Assessment Phase I (HMSAP) for the Applicant, dated November 2021. Westech reviewed agency files, as well as an Environmental Data Resources Geo-Check report, and identified 16 hazardous facilities located within 0.25 to 1 mile of the site and 13 hazardous facilities located within 0.25 miles of the site. Westech determined that none of these sites posed an excessive or significant risk to the site. The HMSAP recommended, however, that the Applicant check on the progress of hazardous facilities undergoing clean-up. *Exhibit 8.*

Subdivision Requirements

Traffic, Access, and Parking

15. The Applicant's environmental checklist states that the proposal would generate an additional 30 roundtrips per day. The property would be accessed from East 7th Avenue, a county road constructed as part of the previously approved Eklund Heights subdivision. East 7th Avenue contains sidewalks all the way to North Gales Street, which also contains a sidewalk that was constructed as part of the previous Eklund Heights subdivision. Each residential lot would accommodate two on-site parking spaces. The proposed apartment building would accommodate 26 parking spaces. On-street parking along the south side of East 7th Avenue is allowed but would be reduced due to project driveways accessing East 7th Avenue. County staff reviewed the proposal and determined that it would comply with minimum access requirements and applicable street standards, and that adequate parking would be provided to serve the development. *Exhibit 1, Staff Report, page 1; Exhibit 3; Exhibit 5; Exhibit 10; Exhibit 12.*

Stormwater

16. Zenovic & Associates, Inc. (Z&A), prepared a stormwater recommendation for the proposal, dated December 8, 2021. Z&A reviewed the proposed subdivision layout and the Phase 1 Environmental Site Assessment and determined that the site would be well-suited for infiltration of stormwater runoff through the use of subsurface drainage systems. Stormwater runoff would be addressed by drywells for the single-family homes

Findings, Conclusions, and Decision

Clallam County Hearing Examiner

Peninsula Housing Authority Preliminary Subdivision and Variance

Nos. LDV2022-00017; VAR2022-00001

and two-unit townhomes. The apartment building would also be addressed via drywells as designed by an engineer. Quadra Engineering prepared a drainage report addendum concerning site testing on May 22, 2008, which showed that the soils have a much higher infiltration rate than indicated by the USDA Soil Survey of Clallam County Area, Washington and that these rates would allow each parcel to have a smaller drywell than originally designed. Groundwater would be diverted around buildings via foundation drains that run to the stormwater drywells. The Applicant would be required to submit a revision to the existing stormwater management plan prior to final plat approval. All drainage and erosion control improvements would be required to be installed prior to final plat approval. The common drainage facilities would be maintained by the Applicant, a designee approved by the County, or a lot owners' association. *Exhibit 1, Staff Report, pages 8, 13, and 14; Exhibit 7; Exhibit 9; Exhibit 12.*

Utilities and Services

17. The Applicant proposes to connect the lots to an existing PUD group water system. Water availability would be required to be approved by County Environmental Health, and a distribution system would be required to be provided to all lots within the subdivision, prior to final plat approval. The Applicant proposes to utilize the City of Port Angeles public sewer system. Sewer distribution lines were installed for the development north of East 7th Avenue as part of the previous Eklund Heights subdivision development, and the Applicant would install distribution lines to each proposed lot to connect to the public sewer system. Prior to final plat approval, underground utilities would be installed to each lot. RCW 58.17.110(2) requires that appropriate provisions are made for the public health, safety, and general welfare, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school. The County did not provide information regarding the location of local schools. East 7th Avenue, however, contains sidewalks all the way to North Gales Street, which also contains a sidewalk that was constructed as part of the previous development phases. Accordingly, County staff determined that safe walking conditions exist for any students residing within the proposed development. *Exhibit 1, Staff Report, pages 1, 8, and 18; Exhibit 3; Exhibit 5; Exhibit 10.*

Landscaping

18. CCC 33.53.030(3) provides that new multifamily residential dwellings containing more than four dwelling units shall provide a five-foot visual buffer along all street frontages. A landscaping plan showing a five-foot landscaping buffer along both North Gales Street and East 7th Avenue would be required during the development of the apartment building to ensure that this requirement would be met. *Exhibit 1, Staff Report, page 13.*

Variance Request

19. As noted above, the Applicant requests a variance from the eight-foot side setback requirement of CCC 33.13.060(6)(b) to allow the three proposed two-unit townhome

structures to be built on property lines in order to accommodate individual unit and lot ownership. The Applicant submitted a project narrative with its application materials addressing the criteria for a variance under CCC 33.30.030, which asserts:

- The reduced setback variance is justified due to the higher residential zoning and lot size standards. These standards do not create a special circumstance but do allow for flexibility in meeting the density requirements given the critical situation of affordable housing in the county. Townhouses are generally less expensive to construct, accommodating a greater range of incomes in homeownership.
- Granting the requested variance would not be materially detrimental to public health because the building code has special provisions for the construction of zero-lot-line structures (townhouses), which are designed to protect both residents of the zero-lot-lines structures and adjacent neighbors by prescribing minimum fire rating standards for shared walls along property lines.
- Granting the variance would not materially compromise the goals and policies of the Comprehensive Plan because the “purpose of the Urban Moderate Density zoning district is [to] provide areas of moderately high density urban development within urban growth areas.” The MD zone allows single-family residences, duplexes, and multiple-family residential development that is free from encroachment of commercial and industrial activities. Allowing for this form of construction would accommodate appropriate densities while ensuring for public safety through application of the building code, would accommodate a greater cross section of landowners, and would establish a residential character of buffer between the detached single-family dwellings on the north side of East 7th Avenue and apartment buildings that are greater in mass, scale, and density. East 7th Avenue is in the urban growth area, is currently served by city sewer and PUD water, and connects to roads and sidewalks providing quality affordable living close to jobs, shopping, and a main thoroughfare with public transit.
- Granting the variance would not offer special privileges. As townhouses become more prevalent in the region, it is expected that the zoning code will allow this form of construction outright. The size of the proposed lots and dwelling units would be comparable to other lots and dwelling units in the area.

Exhibit 2.

20. County staff also reviewed the proposal for consistency with the requirements for a variance and determined:

- The request is to allow a zero side yard setback in order to allow townhouse development. Townhouses are generally less expensive to construct and allow people with less income the ability to afford home ownership. The Peninsula Housing Authority’s mission is to help a variety of people to be housed and to have the opportunity to own homes in the community. Strict application of the side setback requirements for the MD zone would preclude townhouse

development. Duplexes are an allowed use, and the only difference between a two-unit townhome and a duplex is the placement of the property line between the two units that would allow individuals to own each half of the building and the associated surrounding property. This special circumstance would allow the Peninsula Housing Authority the flexibility to reduce the costs of development and provide different clientele the ability to own homes.

- Provisions of the building code would require the construction of the townhomes to meet fire prevention standards. The townhome structures would be constructed similar to duplexes, which are building types allowed outright in the MD zone and in various other residential zones throughout the city. Placement of the property line in a manner separating the two units would not be detrimental or injurious and would help members of the public obtain home ownership who would otherwise not be able to afford it.
- The Comprehensive Plan encourages development of affordable housing opportunities in urban areas and states that zoning and subdivision provisions should broaden the range of affordable housing choices, listing as appropriate townhouses, condominiums, and clustered units around common green space. The Comprehensive Plan specifically states that the County should ensure development standards do not discourage provision of affordable housing. CCC 31.04.125(14). The current zoning regulations do not accommodate the individual ownership of townhouse units, which appears to be in direct conflict with the Comprehensive Plan. Accordingly, approval of the variance would meet the spirit of the Comprehensive Plan and would provide the Housing Authority the opportunity to reduce the cost of construction so that people with variety of income levels can become homeowners.
- The requested variance would not constitute a grant of special privilege. There are zoning regulations in various zones in the County that allow zero lot setbacks, especially in urban areas. Duplexes can be built in various residential zones, including the MD zone, and the two-unit townhome building type would differ from a duplex only in that it would provide an ability to individually own the property rather than providing only a rental opportunity. The reduction in the setback would also provide for lower cost in the construction of the structure, while ensuring safety through the application of building codes.

Exhibit 1, Staff Report, pages 14 and 15.

Testimony

21. County Principal Planner Donella Clark testified generally about the application and how it would be consistent with the Comprehensive Plan and would meet the criteria for a preliminary subdivision and for a zoning variance. She provided an overview of the proposal, noting that it involves only the request for a preliminary subdivision and for a zoning variance from side setback requirements, with detailed review of the planned development for the platted lots to occur during the building permit process. Ms. Clark

*Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001*

described the history of the site, noting that the subject property was created as part of the previously approved Eklund Heights subdivision. She explained that the subject property was originally intended to house a 37-unit apartment building but that the Applicant decided that a mix of single-family residences, townhomes, and a smaller, 25-unit apartment building would be a better use of the property. Ms. Clark noted that the proposed density of 37 dwelling units on the approximately 1.9-acre property would be allowed through the prior subdivision permitting 37 units on the lot, stressing that the Applicant is deviating from the prior approved project only by changing the housing types for the 37 dwelling units.

Ms. Clark explained that the municipal code does not recognize townhomes as a defined use but that the proposed structures would meet the definition of duplexes, which are allowed outright in the MD zone. Ms. Clark explained that a zoning variance is necessary to allow the townhome units to be individually owned rather than rented. She noted that there is already a comprehensive drainage plan in place as part of the Eklund Heights subdivision development, which would need to be modified to account for revised development proposal. Ms. Clark stated that all of the infrastructure required for the subdivision has been completed as part of the previous Eklund Heights development apart from public water and sewer connections to the proposed lots, which would be required prior to final plat approval. She stressed that the proposed setback variance would allow for townhome unit ownership, which she stated would further goals and policies of the Comprehensive Plan encouraging the provision of affordable housing opportunities. *Testimony of Ms. Clark.*

22. Applicant Representative Annie O'Rourke testified that the Applicant received preliminary plat approval in 2007 to subdivide an approximately 5-acre property into 11 lots, completed development of the northern portion of the property with nine single-family residences in 2009, and completed development of a 13-unit apartment building at the northwest corner of the property in 2015. She explained that the Applicant originally proposed to develop the southern portion of the property (Lot 11) with a 37-unit apartment complex but has since determined that the current proposal to develop the property with a mix of housing types would be more desirable in light of public funding issues and the need to quickly construct more affordable housing units in the area. Ms. O'Rourke explained how the proposal would provide adequate off-street parking spaces, noting that the existing 13-unit apartment building to the northwest provides only 17 parking spaces and often has vacant spaces within the parking lot. She explained that the Applicant does not intend to create a homeowners' association, noting that maintenance of common elements of the townhome structures would likely be addressed through covenants, conditions, and restrictions and/or maintenance agreements. *Testimony of Ms. O'Rourke.*

23. Paul Stigen testified that he lives on nearby property, and he inquired about whether the proposal would include development of a play area. *Testimony of Mr. Stigen.*
24. Mark McCann testified that he has concerns about the amount of off-street parking spaces proposed for the 25-unit apartment building. He also inquired about whether the proposed development would include a children's play area. *Testimony of Mr. McCann.*
25. Miranda Wilson testified that she lives on nearby property and has concerns about the existing road and sidewalk conditions. She inquired about whether the proposed development would be required to construct road and sidewalk improvements. *Testimony of Ms. Wilson.*
26. Ms. O'Rourke testified in response to the inquiries and concerns raised by members of the public at the hearing. She stated that she understands concerns about providing only 26 off-street parking spaces for the proposed 25-unit apartment building but noted that the parking demands associated with affordable housing are less than those associated with market-rate housing, explaining that the Applicant has found that approximately 75 percent of families utilizing their housing program own one vehicle, with the remaining 25 percent not owning any vehicles. Ms. O'Rourke further explained that the proposed apartment units would be studio or one-bedroom units that would likely have only one tenant. She stated that a play area would not be included with the development, explaining that the yards associated with the proposed single-family residences and townhomes would have adequate room for play areas and that the studio and one-bedroom apartment units would likely house only a single tenant without children. Ms. O'Rourke noted that required road improvements were completed with the previous Eklund Heights subdivision development, which included sidewalk installation along all public rights-of-way bordering the parcel. *Testimony of Ms. O'Rourke.*
27. Ms. Clark similarly testified that all required road improvements were completed as part of the previous development, including required sidewalk installation. She suggested that any issues with existing road conditions be brought to the attention of the County Road Department. *Testimony of Ms. Clark.*

Staff Recommendation

28. Ms. Clark testified that County staff recommends approval of the preliminary subdivision and zoning variance with conditions designed to ensure the proposal complies with municipal code requirements and mitigates project impacts. Ms. O'Rourke testified that the Applicant understands and would comply with County staff's recommended conditions. *Exhibit 1, Staff Report, pages 16 through 19; Testimony of Ms. Clark; Testimony of Ms. O'Rourke.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has jurisdiction to hear and decide subdivision applications. CCC 26.04.060; CCC 29.13.200. The Hearing Examiner has jurisdiction to hear and decide variance applications. The Hearing Examiner may approve, approve with conditions, or deny a variance application based on the decision criteria, staff report, public comments, and discussion of the issues. CCC 33.30.030.

Criteria for Review

Preliminary Subdivision Criteria

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;
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).

Variance Criteria

Under CCC 33.30.030, the Hearing Examiner may approve a variance from the provisions of the County's zoning ordinances when all of the following are shown:

- (1) That because of special circumstances applicable to subject property including size, shape, topography and location, the strict application of this regulation would deprive subject property owner of rights and

Findings, Conclusions, and Decision

Clallam County Hearing Examiner

Peninsula Housing Authority Preliminary Subdivision and Variance

Nos. LDV2022-00017; VAR2022-00001

privileges enjoyed by other property owners in the vicinity and within the same zone as set forth in the official zoning map;

- (2) That the granting of the variances will not be materially detrimental to the public health or injurious to property or improvements thereon;
- (3) That the granting of the variance will not materially compromise the goals and policies of the Comprehensive Plan or the spirit of this regulation; and
- (4) That approval of the variance will not constitute a grant of special privilege.

. . . [T]he Hearing Examiner may attach such conditions, including, but not limited to, those specified in CCC 33.27.040(2) to its approval as will assure that the development will conform to the spirit and intent of this regulation and the County Comprehensive Plan and be compatible with adjacent land uses.

CCC 33.30.030.

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

Preliminary Plat

1. **With conditions, the preliminary subdivision would be consistent with the criteria of approval established under Chapter 29.10 CCC.** The Comprehensive Plan designates the property as within the Gales Addition neighborhood of the Port Angeles UGA. The proposal to subdivide the property to accommodate development of affordable housing that would include six single-family residences, six townhome units, and a 25-unit apartment complex would be consistent with goals and policies of the Comprehensive Plan promoting affordable housing opportunities in residential urban areas at appropriate densities and through various building types. The property is zoned Urban Moderate Density (MD), which is intended to “provide areas of moderately high density urban development within urban growth areas.” *CCC 33.13.060.* Single-family dwellings, duplexes, and multi-family dwellings are allowed uses in the MD zone. Although the County code does not address townhomes, County staff determined that the proposed townhome structures fall under the definition of duplexes, which are allowed outright in the MD zone. As discussed in further detail in Conclusion 3, the proposal meets the criteria for a variance to allow for zero lot lines for the proposed townhomes, which would allow for individual townhome unit ownership. With the approved variance, the

*Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001*

proposed development would comply with dimensional requirements for the MD zone, including requirements related to minimum lot sizes. The County would review the proposed development for compliance with applicable setback requirements at the building permitting stage.

The approximately 1.9-acre property was created as part of the previously approved Eklund Heights subdivision and is the only remaining undeveloped lot within the approved subdivision. As part of the previous preliminary subdivision approval, the Applicant had proposed to develop the approximately 1.9-acre lot with a 37-unit apartment complex. County staff determined that the current proposal to maintain the 37 dwelling units on the property, but through the provision of different building types, would comply with the density requirements for the MD zone. Previously completed development associated with the Eklund Heights subdivision included the construction of East 7th Avenue, which would provide access to the proposed lots from North Gales Street to the east, and included street frontage improvements along North Gales Street. These improvements included the installation of sidewalks, which would ensure safe walking conditions for students residing in the subdivision. The Applicant proposes to provide two off-street parking spaces for each residential lot and 26 off-street parking spaces for the 25-unit apartment building. In addition, on-street parking is available along East 7th Avenue. County staff reviewed the proposal and determined that it would comply with minimum access requirements and applicable street standards.

Water service would be provided by an existing PUD group water system, and sewer service would be provided by the City of Port Angeles. The Applicant would be required to extend public water and sewer utilities to each lot. The County would verify that adequate water and sewer would be available to the proposed lots prior to final plat approval. The Applicant would be required to submit and receive approval of a landscaping plan demonstrating that a five-foot visual landscaping buffer would be provided along North Gales Street and East 7th Avenue for the proposed apartment building. Stormwater management for the site was previously designed as part of the Eklund Heights subdivision, and the Applicant would be required to submit and receive approval of a revised drainage plan addressing the newly proposed development prior to final plat approval. The property is located within a CARA. County staff reviewed the proposal and determined that the proposed development would not affect the CARA. No other critical areas were identified on the property.

Conditions, as detailed below, are necessary to ensure that that the Applicant properly records the plat; ensures consistency with submitted plans; provides certificates of water and sewer availability; ensures all utilities are properly installed and common facilities are maintained; 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, 2, 6 – 28.*

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 written comments on the proposal from members of the public in response to its notice materials. Members of the public, however, testified at the hearing and raised concerns about existing street and sidewalk conditions and about whether adequate off-street parking would be provided for the proposed 25-unit apartment building. As discussed above in Conclusion 1, all required street and sidewalk improvements were constructed as part of the previous Eklund Heights subdivision development and County staff determined that the proposal would comply with minimum access requirements and applicable street standards. County staff also determined that the proposed off-street parking spaces for the entire development proposal would be adequate. In addition, Applicant Representative Annie O'Rourke explained at the hearing that parking demands associated with affordable housing are less than those associated with market-rate housing. She further explained that the proposed apartment units would be studio or one-bedroom units that would not be anticipated to accommodate parking for multiple vehicles. Comments from reviewing departments and agencies were incorporated in County staff's recommended conditions for approval, which the Hearing Examiner adopts in this decision as conditions of preliminary subdivision approval.

The County analyzed the environmental impacts of the proposal, as required by SEPA, determined that the proposal would not have a probable significant adverse impact on the environment, and issued a Determination of Nonsignificance. 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 – 28.*

Zoning Variance

3. **With conditions, the proposal would meet the specific criteria for a zoning variance under CCC 33.30.030.** The Applicant requests a variance from the eight-foot side setback requirement of CCC 33.13.060(6)(b) to allow the three proposed two-unit townhome structures to be built on property lines and therefore allow for each townhome unit and underlying lot to be individually owned. Although the County Comprehensive Plan specifically promotes the development of townhouses to create affordable housing opportunities, the current County code does not recognize this housing type. The County code does list the similar housing type of duplexes as permitted outright in the MD zone

but requires eight-foot side setbacks that would prevent individual unit ownership. Accordingly, a variance from the side setback requirement is necessary to allow for the development of townhome units consistent with the Applicant's mission to provide affordable housing options and with the intent of the Comprehensive Plan. Construction of the townhome structures would be required to comply with applicable building code requirements, including requirements related to fire safety, which would ensure that the structures would not be materially detrimental to the public health or injurious to property or improvements in the vicinity.

As noted above, duplexes are allowed outright in the MD zone, and the only difference between such duplex structures and the proposed two-unit townhomes would be the location of the property line along the shared wall, which would allow for individual unit ownership. The requested variance allowing for the zero lot line setback would not be a grant of special privilege. There are zoning regulations in various zones in the County that allow zero lot setbacks, particularly in urban areas, and the similar duplex building type is allowed outright in the MD zone. Conditions, as detailed below, are necessary to ensure that the proposed residential structures are constructed in conformance with submitted plans, that the Applicant obtains all necessary permits, and that the Applicant complies with all other local, state, and federal regulations. *Findings 1 -- 4, 6 -- 28.*

DECISION

Based on the preceding findings and conclusions, the request for a preliminary subdivision to create a 13-lot subdivision that would consist of six single-family residential lots, six townhouse unit lots, and a 25-unit apartment building lot and the associated request for a variance from the eight-foot side setback requirement of CCC 33.13.060(6)(b) to permit the three proposed two-unit townhome structures to be built on property lines, on an approximately 1.9-acre undeveloped parcel located southwest of the intersection of North Gales Street and East 7th Avenue is **APPROVED**, with the following conditions:²

1. The conditions developed for this application were based on information provided by the Applicant and other elements of the public record. The Applicant is proposing a 13-lot subdivision with six of the lots allowed to have zero side yard setback to accommodate construction of three townhouses. Potable water will be provided to each lot by the PUD#1 and sewage will be removed from the site through the City of Port Angeles Sewer. Access to the site will be provided by East 7th Avenue. This decision and conditions of approval are subject to change if information provided by the Applicant or their authorized representative proves inaccurate.

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

2. A final Mylar shall be submitted, approved, and finalized prior to construction of the residential homes and the multi-family complex in conformance with Chapter 29.20 CCC and shall include the location of all roads, sidewalks, utilities, and fire hydrants. The complete plat number and existing parcel numbers must appear at the top right corner of the final plat as follows:

Plat No. LDV2022-00017

Parcel No. 063012-690110

3. A note on the plat shall indicate that the purpose of the proposal is for residential and multi-family development.
4. The Applicant shall obtain building permits for the construction of each of the structures. A landscaping plan will be required to be submitted and approved with the multi-family complex in compliance with Chapter 33.53 CCC. Road approaches shall also be submitted and approved for each of the proposed development permits.
5. A revision to the existing stormwater plan shall be approved by the Road Department and implemented prior to final plat approval.
6. Prior to final plat approval, the Applicant shall provide Water Availability Verification (WAV) to the Environmental Health Division. The application shall be accompanied by a letter from the Clallam County PUD#1 stating that the distribution system has been installed in accordance with their requirements and specifications. Water mains must be installed to each lot.
7. The location of all hydrants shall be noted on the final plat and all distances verified by a surveyor. Hydrants shall be installed as specified in Table A of CCC 21.02.035. The Applicant should consult the Clallam County Fire Marshal for further information. Approval of the hydrant placement by the Fire Marshal shall be submitted prior to final plat approval.
8. Connection to the City of Port Angeles Sewer is required. The Applicant shall provide an "installed as design" letter from the Public Works Department following construction, inspection, and approval by the County prior to final plat approval.
9. 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 may be maintained and operated by the land divider, a lot owners' association, or 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

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001

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 bylaws 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 required by this Title.
- To allow amendments to the bylaws for improvements required by this Title require a land division alteration to be submitted, approved and finalized in accordance with this Title.

10. If a homeowners' association is formed, the final plat shall include a statement that requires indefinite existence of the association and automatic membership in the association upon assumption of ownership of a lot within the plat. The association bylaws shall be submitted and approved by the Administrator prior to final approval. The bylaws required for this section shall be separate from any bylaws or private covenants established by the subdivider. Any private covenants or restrictions proposed by the subdivider shall not be included with any required bylaws set forth by Title 29 of the Clallam County Code.
11. 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 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.
12. 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 ten (10) percent or more shall be in compliance with the most recent edition of the Uniform Building Code adopted by Clallam County, and shall 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.
13. 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).
 14. The Applicant shall submit a Certificate of Title dated no earlier than 30 days prior to submitting for final plat approval.
 15. 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.
 16. 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.
 17. Upon completion of all of the above requirements, the Applicant shall submit the certificate of title and three (3) copies of the proposed final plat and appropriate fees for review by the Administrator for final approval.
 18. All certification stamps and signatures shall be in permanent black ink.
 19. The Clallam County Auditor 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.

Findings, Conclusions, and Decision
Clallam County Hearing Examiner
Peninsula Housing Authority Preliminary Subdivision and Variance
Nos. LDV2022-00017; VAR2022-00001

20. As the legislative authority for Clallam County, the Board of Commissioners shall grant final approval upon finding that the Applicant has complied with all requirements and conditions consistent with this chapter. The Administrator shall forward a final subdivision along with a statement on whether or not all requirements have been met, including a recommendation to the Board for its action. The Board shall take action on final subdivisions at its next regularly scheduled meeting.
21. A final plat which meets all of the requirements of Title 29 of the CCC and of this decision shall be submitted to the Administrator for processing and approval within five (5) years of the date of this preliminary land division 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 6th day of July 2022.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center



SA

JUL 11 2023

AGENDA ITEM SUMMARY

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

Department: Public Works/Roads

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 07/11/2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

We had a request for the vacation of the end of Hermison Road and held a public hearing on 6/27/23. The property owners requesting the vacation have paid the required amount. We now ask that the resolution be approved and signed, as all conditions of the vacation 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?** ☐

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

We recommend that the Commissioners sign this resolution vacation this portion of Hermison Rd.

County Official signature & print name: Mary Peterson for Joe Donisi, Deputy Director

Name of Employee/Stakeholder attending meeting: Linda Capps, Kaia Moore

Relevant Departments: Roads

Date submitted: 07/03/2023

* 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)



CR RESOLUTION ____, 2023

VACATION OF A COUNTY RIGHT OF WAY-
A PORTION OF HERMISON ROAD

1. The Board of County Commissioners declared its intention to vacate and abandon the following described right of way:

HERMISON ROAD IN THE RELATION TO THE SOUTH LINE OF GOVERNMENT LOT 8 (SE ¼ SE ¼) OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 14 WEST, W.M., CLALLAM COUNTY, WASHINGTON, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED RECORDED RECORD OF SURVEY (EXHIBIT A) AFN# 2022-1441619.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAY, CONDITIONS, ENCUMBRANCES, AND RESTRICTION OF RECORDS, IF ANY.

2. The Board of County Commissioners directed the County Engineer to report upon such vacation and abandonment, which report has been received and considered.
3. A public hearing was held on June 27, 2023 as required by law, so that the public may be heard for or against said vacation and abandonment of the described county right of way.
4. The Board of County Commissioners finds that the public will benefit by the vacation of the right of way.

NOW THEREFORE BE IT RESOLVED, by the Board of Clallam County Commissioners, meeting in regular session, that the county right of way described below is hereby vacated, insofar as the County has any authority to vacate, EXCEPT that the County retains an easement for the construction, repair, and maintenance of such public utilities and facilities as are now authorized or physically located on the land being vacated. Private easement or other rights may still exist.

HERMISON ROAD IN THE RELATION TO THE SOUTH LINE OF GOVERNMENT LOT 8 (SE ¼ SE ¼) OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 14 WEST, W.M., CLALLAM COUNTY, WASHINGTON, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED RECORDED RECORD OF SURVEY (EXHIBIT A) AFN# 2022-1441619.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHT-OF-WAY, CONDITIONS, ENCUMBRANCES, AND RESTRICTION OF RECORDS, IF ANY.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French



AGENDA ITEM SUMMARY

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

LOA
JUL 11 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-10-23

REGULAR AGENDA ☒ Meeting Date: 7-11-23

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on July 25, 2023.

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

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on July 25, 2023 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

Sheriff – Jail - Contracted costs for Norpoint Services to provide courthouse security for the month of June 2023/\$19,773

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

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: July 11, 2023

Mark Ozias, Chair

Publish: July 15

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

JUN 29 2023



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 6/29/23 ✓

Budget Hearing/Meeting Date: 7/25/23 ✓

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

Budget Number xxxxxx.xxx.	00100.815 ✓	Budget Name	Sheriff – Jail ✓
---------------------------	-------------	-------------	------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	52360.10.0010 ✓	Regular Time	19,773 ✓
Total				19,773 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	52360.41.1030 ✓	Personnel Services	19,773 ✓
Total				19,773 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Contracted costs for Norpoint Services to provide Courthouse security for the month of June 2023 total \$19,773. These costs are not budgeted, so we need to transfer budget from our staff salary lines into the professional services line. The staff salary lines have extra budget based on open positions that we are currently in the process of filling.

County Official Approval: _____

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

[Handwritten signature]

89



66

AGENDA ITEM SUMMARY

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

JUL 11 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-10-23

REGULAR AGENDA ☒ Meeting Date: 7-11-23

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioners will consider adopting by Resolution the attached budget reduction on July 25, 2023.

Budget reductions – a reduction in revenues and/or expenditures.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget reductions.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



NOTICE OF BUDGET REDUCTION

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget reduction shown below on July 25, 2023 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

DCD-Long Range Planning – Unused funds from unfilled position in Long Range Planning will be used to upgrade and stabilize the Streamkeeper Database (1 of 2)/\$50,000

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

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: July 11, 2023

Mark Ozias, Chair

Publish: July 15, 2023

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

CLALLAM COUNTY BUDGET CHANGE FORM

JUN 28 2023



Date Submitted: 6-26-23

Budget Hearing/Meeting Date: 7-25-23

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

Budget Number xxxxx.xxx.	00100.334	Budget Name	DCD-Long Range Planning
---------------------------------	-----------	--------------------	-------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.334	DCD-Long Range Planning	55861.10.0010	Regular Time	50,000
Total				50,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Balance Reserves	50800.00.0000	Ending Fund Balance	50,000
Total				50,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reducing Long Range Planning due to open position still unfilled. Those funds will be used to upgrade the Streamkeeper Database. (1 OF 2) STABILIZE

County Official Approval:

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

[Signature]

[Signature]



60
JUL 11 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 7/10/23**

REGULAR AGENDA ☒ **Meeting Date: 7/11/23**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other - Notice |

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on July 25, 2023.
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on July 25, 2023 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Parks & Facilities Capital Projects – Received Tourism Sustainability Grant funds to complete trail improvements at Robin Hill Farm County Park/\$20,000

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

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: July 11, 2023

Mark Ozias, Chair

Publish: July 15
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM

JUN 12 2023



Date Submitted:

6/12/2023
6-8-2023

Budget Hearing/Meeting Date: 7.25.2023

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

Budget Number xxxxx.xxx.	30501.911 ✓	Budget Name	Parks & Facilities Capital Projects
--------------------------	-------------	-------------	-------------------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911 ✓	Parks & Facilities Capital Projects ✓	36991.00.0010 ✓	Other Misc. Revenue	20,000
Total				20,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911 ✓	Parks & Facilities Capital Projects ✓	59419.63.2240 ✓	Robin Hill Park Repairs / Improvements	20,000
Total				20,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Received Tourism Sustainability Grant check for \$20,000 to complete trail improvements at Robin Hill Farm County Park.

County Official Approval:

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

86



AGENDA ITEM SUMMARY

JUL 11 2023

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 7/10/23

REGULAR AGENDA ☒ Meeting Date: 7/11/23

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on July 25, 2023

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2023

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

DCD-Long Range Planning – Unused funds from unfilled position in Long Range Planning will be used to upgrade and stabilize the Streamkeeper Database (2 of 2)/\$50,000

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

1. A public hearing on the debatable emergencies listed above will be held July 25, 2023 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 11th day of July 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: July 15, 2023
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

JUN 28 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 6-26-23

Budget Hearing/Meeting Date: 7-25-23

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

Budget Number xxxxx.xxx.	00100.332 ✓	Budget Name	DCD-Environmental Quality ✓
--------------------------	-------------	-------------	-----------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserve ✓	50800.00.0000 ✓	Ending Fund Balance	50,000
Total				50,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.332 ✓	DCD-Environmental Quality ✓	55492.41.0020 ✓	Professional Services	50,000
Total				50,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The unused funds from the unfilled position in Long Range Planning will be used to upgrade the Streamkeeper Database. (2 or 3) STABILIZE

County Official Approval: Bruce W. Conway

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



BUDGET RESOLUTION _____, 2023

Document was submitted after the
agenda and packet were posted on
7-6-23

Item 16 + bcd
updated name

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

DCD-Environmental Quality – Unused funds from unfilled position in Long Range Planning will be used to upgrade and stabilize the Streamkeeper Database (2 of 2)/\$50,000

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

1. A public hearing on the debatable emergencies listed above will be held July 25, 2023 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 11th day of July 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: July 15, 2023

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)