

# City Council Meeting

**May 23, 2016**  
**5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, May 23, 2016 – 5:30 p.m.**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes: a) May 9, 2016; b) Special City Council Meeting Minutes May 4, 2016.
2. Correspondence / Proclamations: a) FISH Food Bank – Recognition of Volunteers.
3. Liquor License Action: a) Renewals: Target, Puerto Vallarta, Round Table Pizza, Taste of Peru, 76 Station, and Julep Nail Parlor; b) Special Occasion Liquor License – St. Nicholas School.
4. Receive and File: a) Parks Commission Minutes Feb. 3, 2016; b) Public Works Committee Minutes Apr. 11, 2016; c) Planning Commission Minutes Apr. 7, 2016; d) Employee Safety Committee Minutes May 4, 2016; e) Finance / Safety Committee Minutes March 21, 2016.
5. Harbor Hill Drive Extension Design – Professional Services Contract Amendment / David Evans & Associates, Inc.
6. Ancich Waterfront Park – Legal Descriptions and Exhibits for Boundary Line Adjustment Application.
7. Second Reading of Ordinance No. 1336 – Establishing New Franchise Agreement – Astound Broadband.
8. Second Reading of Ordinance NO. 1337 – Extension of an Existing Franchise Agreement – CenturyLink.
9. Impact Fee Deferral – Professional Services Contract / Transportation Systems, Inc.
10. Low Impact Development (LID) Gap Analysis – Professional Services Contract Amendment / AHBL.
11. Well No. 11 Final Design – Amendment No. 3 to Professional Services Contract with Carollo Engineers, Inc.
12. Approval of Payment of Bills May 25, 2016: Checks #81265 through #81373 in the amount of \$886,181.01.

**PRESENTATIONS:**

1. Recognition of State Legislators – Securing 2.5M deferral for tolls on The Narrows Bridge.
2. Puget Sound Regional Council – Growth in the Puget Sound Region, Paul Inghram.

**OLD BUSINESS:**

1. Ancich Waterfront Park Concepts.
  - a. Staff Report.
  - b. Public Comment.

**NEW BUSINESS:**

1. Resolution No. 1037 - 2017 Annual Comprehensive Plan Update – Initial Work Plan.

**PUBLIC COMMENT:**

**CITY ADMINISTRATOR / STAFF REPORT:**

Budget Work Study Sessions, Ron Williams

**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Civic Center closed for Memorial Day: Mon. May 30th.
2. Public Works Committee: Mon. June 13th at 4:00 p.m.

**EXECUTIVE SESSION:** For approximately twenty minutes for the purpose of discussing potential litigation per RCW 42.30.110(1).

**ADJOURN:**















**MINUTES FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, May 9, 2016 – 5:30 p.m.**

**CALL TO ORDER / ROLL CALL:**

Mayor Pro Tem Ekberg, Councilmembers Malich, Arbenz, Perrow, Lovrovich, and Kadzik. Mayor Guernsey and Councilmember Payne were absent.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes Apr 25, 2016.  
2. Correspondence / Proclamations: a) Historic Preservation Month.  
3. Liquor License Action: a) Special Occasion License Skansie Netshed.  
4. Copier Lease Agreement.  
5. 2016 ADA Ramp Improvements – Professional Services Contract / Exeltech.  
6. Summer Sounds Concerts Contracts.  
7. Client Assistance Memos – Consultant Services Contract Amendment – Sound Municipal Consultants.  
8. Approval of Payment of Bills May 9, 2016: Checks #81137 through #81264 in the amount of \$2,039,004.63 and ACH payments in the amount of \$131,953.60.
9. Approval of Payroll for the month of April: Checks #7661 through #7672 and direct deposits in the amount of \$600,996.6.

MOTION: Move to adopt the Consent Agenda as presented.  
Kadzik / Lovrovich – unanimously approved.

**PRESENTATIONS:**

1. [Gigging Up the Harbor, Downtown Waterfront Alliance](#). Mike Henery explained that this is the second year for this effort to spruce up the downtown. This year's event is Saturday, May 21<sup>st</sup>.

**OLD BUSINESS:** None.

**NEW BUSINESS:**

1. [Coordinated Permitting Professional Services Contract - Latimore Group](#).  

City Administrator Ron Williams presented a brief background for this proposal to review and make the city's permitting process more efficient. He addressed Council questions.




MOTION: Move to approve and authorize the Mayor to execute the Consultant Services Contract with Kurt Latimore in an amount not to exceed \$45,000.  
Kadzik / Perrow – four voted yes. Councilmember Malich voted no.

2. [First Reading of Ordinance – Establishing a New Franchise Agreement - Astound Broadband](#).  

Public Works Director Jeff Langhelm presented the background for this agreement to provide telecommunications services to the Pierce County Library System in gig Harbor.

[Chris Mantle](#), Construction Lead for Wave Broadband, described the relationship with Pierce County Libraries to provide internet connection. He answered Council questions.

This will return for a second reading on the Consent Agenda.

3. [First Reading of Ordinance Extension of an Existing Franchise Agreement – CenturyLink.](#)    Public Works Director Jeff Langhelm shared information for this extension of the existing CenturyLink Franchise Agreement for telecommunications infrastructure in the city right of way to April, 2017.

This will return for a second reading on the Consent Agenda.

**CITY ADMINISTRATOR / STAFF REPORT:**

1. [Official City Newspaper – Change in Distribution Date.](#) Planning Director Jennifer Kester explained that the Gateway has announced that they would publish on Thursday and what that change might mean in relationship to SEPA Review projects and potential delays.

City Clerk Molly Towslee explained she would research the current contract with the Gateway to determine whether this change is a breach of their agreement. She asked for direction from Council on whether they wished to go back out to bid now, in January, or to wait until the regular open bid process in January 2018.

Councilmembers discussed the concerns and recommended that we review the contract and let them know whether the contract specifies a Wednesday delivery date. It was suggested that we give it a six month trial then re-evaluate in January.

2. [Ancich Waterfront Park Update.](#) Katrina Knutson, Parks Project Administrator, presented an update to Council and the public on recent steps taken on the Ancich Park upland improvements. She addressed Council comments and questions.

**PUBLIC COMMENT:**

[Holm Schmidt – 8115 43<sup>rd</sup> Street NW.](#) Mr. Schmidt, Head Coach of Gig Harbor Canoe and Kayak Team voiced appreciation for the transparency and communication the I last few weeks. He discussed the importance of the sport, the emotions, and the physical portion. He explained that there won't be hundreds of events disrupting the harbor; this will be a quiet training place. He said they support design number one due to the size of the boats. He finalized by saying they need a home; these boats are expensive and exposed to vandalism at Jerisich Dock.

[Rylee Price – 4015 Ray Nash Drive NW.](#) Ms. Price, an athlete on the Gig Harbor Canoe and Kayak Racing Team, further emphasized the need for a home for the team and that would fit our boats in order to move their program forward. She talked about how members are making life-changing decisions and her training to Hungary in September. The program is struggling to retain and bring in new kids because we don't have a home. In order to keep it here and growing, we need a boathouse to keep boats safe and move forward.

[Kenny Kasperbauer – 4217 70<sup>th</sup> Ave. Ct. NW.](#) Mr. Kasperbauer said he has been a team member five years and represented US 6 times. The addition of a boathouse would support members of the community and the athletes now and for many generations to come.

[Jennifer Crocker – 7127 30<sup>th</sup> St. NW.](#) Ms. Crocker thanked the city for all the work on this project. She explained that her daughter is one of those kids who made serious decisions about her future so she can train for the 2020 Olympics. She said we need Plan 1 to facilitate the number of boats. She spoke of their love of the city and love of training here. She gave an overview of her daughter's competitions and voiced appreciation for the opportunity to train here for the future of the sport.

[Kathy Guinaw – 3664 Edwards Drive.](#) Ms. Guinaw explained that she volunteers for the FISH Food Bank and brought attention to the upcoming 40<sup>th</sup> birthday party for the food bank on Tues. May 17<sup>th</sup> at the Peninsula Lutheran Church, noon to 1:30 p.m. to celebrate the volunteers. She gave an overview of the

support that has been given to the community over the past year. She asked the City of Gig Harbor be represented at the celebration.

Councilmember Kadzik requested a proclamation from the city.

[Jack Bujacich – 3607 Ross Avenue.](#) Mr. Bujacich voiced concern in the way administration is operating. He referenced the numbers contained in the grants chart presented at the last meeting as something that should be investigated. He then talked about the lack of noticing and representation on the ad hoc committee for the neighbors. He said there is no additional parking shown for a 3,200 s.f. building to store kayaks. He added that the kayakers are a great organization but he doesn't think the taxpayers should be responsible to build them something. He commented he will need someone to police his driveway and that we spent millions to buy property to enjoy the view, but our own city is trying to destroy that. He voiced opposition to a 3,200 s.f. building and the danger it creates with kayak trailers parked on the street, and the kayaks on the public picnic tables at Jerisich.

[Louise Teeman – 7789 Beardsley Ave. NW.](#) Ms. Teeman said she represents the effort to build the boathouse and the GH Paddle and Sail Center. She voiced appreciation for the city team, the engineering and architect team, and the ad hoc committee. She said the project balances the need for our maritime community to provide for additional recreational space for fishing boat moorage and community paddle sport's needs. The project recognizes the contribution of youth sports in the community who are now a part of the maritime history of Gig Harbor. This not merely a boathouse for the team, but is intended to have community storage space and public access to the water. The committee cares deeply about traffic, safety, and view lines; these topics are discussed frequently at each meeting. She voiced support for Design No. 1 which balances and compromises for the different needs of the broader community. It is also fundable through the city grant, foundation grants, and a commitment by all the people of the paddle and sail center to raise money for the bigger design. She finalized by saying this is a long, worthy process that will result in a fabulous asset for this community.

[Lynette Field - 3033 SE Chicory Lane, Olalla.](#) Ms. Field has been part of the Gig Harbor Canoe and Kayak Team for nine years; her 19 year old son has continued to train, and her 16 year old who trained in international competitions. She talked about the successes of the team, and how the city is known around the world. The members are disciplined, hard-working kids with a goal. She provided a brief background of her teaching career, and stressed the importance of having strong youth in the community to be a good influence to others. She said she cares deeply about our youth, about our entire community as a whole. She agreed it might be tough for the neighbors to adjust to a different site line, but it is really going to be long-term beneficial for the community.

[Jim Franich - 3702 Harborview Drive.](#) Mr. Franich reminded Council that Councilmember Malich ran on a platform to conserve the character of Gig Harbor. The discussion on Ancich Park should not be on the merits of the kayak club, but on the appropriate level of use at that site. Mr. Bujacich pointed out that he didn't receive any public notice; and neither did he. He asked Council to take this seriously, as the cart is so far down the road and they need to do a better job of reaching out to the general public for input. He said he didn't know this was on agenda tonight and that others had a meeting with staff today on this subject. Staff said notice would go out to public during the Design Review Board process. That's after a decision has been made. It needs to go out way before it gets to that level. The May 23<sup>rd</sup> deadline for a preferred design is too soon to make an informed decision.

[Bill Gregory – 8115 43<sup>rd</sup> St. NW](#) Mr. Gregory emphasized the importance of Site Plan 1 which more appropriately handles the changing room and storage of the boats. The team boats are confined in a well-organized space that needs to be of a certain size. If the objective is to have interior storage you need to consider Site Plan 1 as the more viable design.

[Lita Dawn Stanton – 3105 Harborview Drive Property](#) Ms. Stanton stressed there are many unanswered questions: private use of a public park, how much space would be dedicated to the different clubs and

public, no on-site parking, and how will this work with the neighborhood? The race to design and hire a consultant without answers to these questions is short sighted. The neighborhood pays the price. She asked that the council slow down the process to allow sufficient scrutiny.

[Payton Shoal - 2625 79<sup>th</sup> Ave NW](#) Mr. Shoal spoke to some of the concerns about use of the Anich property. He said that the team is only at the park 2-3 hours a day, which is not a serious disruption. They are athletes and so parking further away and walking is not a problem. That wouldn't distract from the use.

[Mayor Pro Tem Ekberg closed the public comment portion of the meeting.](#) He asked that the public meetings for the Ancich Park Property be put back up on the screen, commenting that there would be future opportunity for public comment on the project.

### **MAYOR'S REPORT / COUNCIL COMMENTS:**

[Councilmember Arbenz](#) said he was troubled by recent remarks criticizing one of our citizen volunteers, alleging a conflict of interest. He said the comments suggest criminal behavior which he was shocked to see. This is not what we need in Gig Harbor. Dissent is fine, and as Councilmembers, we have all grown thick skinned to outrageous remarks, but to have our citizen volunteers are treated to and talked to that way it is disgusting. This Council needs to make a statement of how we value our citizen volunteers and he can't think of anything more important than volunteering for your community or nothing lower than picking on those people for political or personal gain.

[Councilmember Malich](#) said he is trying to listen to all people and glad they continue to speak on the Ancich Property. He referred to the B.I.G. grant, asking legal counsel that once something is brought before the Council, if the Mayor has the right to pull and item without Council having an opportunity to consider it. The response will be deferred until City Attorney Angela Summerfield has returned.

[Councilmember Kadzik](#) asked if the city could post colorful graphics and the public meeting schedules on the Ancich Property to show the community what a project might look like. Katrina Knutson responded that we are committed to put up public notices and she will talk to Jeff Langhelm about adding the vision and meeting schedules.

[Councilmember Perrow](#) agreed, adding that a visual of the project would engage people. He then said that Councilmember Lovrovich and he attended the Chamber's Economic Development Committee meeting to follow up on Boating Infrastructure Grant process and the focus from here. The bigger issue is how to bring groups together and not divide the community on important issues. Both he and Councilmember Lovrovich have been involved with the Ancich Property and he credited her for shepherding this through the different groups. They will continue to work with the Chamber Economic Committee to do the same. He then said he too was disappointed to see our volunteers attacked. Most of the Councilmembers started as volunteers; it takes a lot of time an energy. To then be accused of criminal activity is ridiculous. If someone really believes there is criminal activity then they need to take it to the appropriate authorities; don't just "float it out there." It's very clear that Mr. Gagliano is not involved in criminal activity; he's an upstanding, honorable guy who serves on not only the Planning Commission but the Design Review Board. For someone to attend all those meetings, he is a warrior. Councilmember Perrow publically thanked Mr. Gagliano, for everything he does for our community.

### **ANNOUNCEMENT OF OTHER MEETINGS:**

1. Ancich Park Ad Hoc Committee: Thu. May 12th at 2:30 p.m.
2. Ancich Waterfront Park Public Information Session: Sat. May 14 from 9:00 a.m. to 11:00 a.m.
3. Joint City Council and Parks Commission Worksession: Mon. May 16 at 5:30 p.m.

**EXECUTIVE SESSION:** For approximately twenty minutes for the purpose of discussing labor negotiations per RCW 42.30.140(4) and for consideration of a lease per RCW 42.30.110(i).

MOTION: Move to go into Executive Session at 6:49 p.m. for approximately twenty minutes for the purpose of discussing labor negotiations per RCW 42.30.140(4) and for consideration of a lease per RCW 42.30.110(i).  
Kadzik / Perrow – unanimously approved.

MOTION: Move to return to regular session and adjourn at 7:10 p.m.  
Malich / Perrow – unanimously approved.

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Mayor Jill Guernsey

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Molly Towslee, City Clerk

**SPECIAL GIG HARBOR CITY COUNCIL MEETING**  
May 4, 2016 - 5:30 p.m.  
**Community Rooms A&B**

Mayor Pro Tem Ekberg  
Councilmember Lovrovich  
Councilmember Kadzik  
Councilmember Malich

**CALL TO ORDER**

Mayor Pro-Tem Ekberg called the meeting to order at 5:30 pm.

**NEW BUSINESS:**

1. Consideration of a Special Fireworks Display – Paul Rice presented the fireworks display application and explained the information met all state and local codes. He said he supports the approval of the fireworks display for the Gig Harbor Little League Jubilee in memory of Masen Lopes.

MOTION: Move to approve the fireworks application.  
Kadzik / Malich - unanimous approval

**ADJOURN** – The meeting adjourned at 5:35pm.

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Mayor Pro Tem Ekberg

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Shawna Wise, Assistant City Clerk



## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*Whereas, the Gig Harbor Peninsula FISH Food Bank was started in 1976 and incorporated in 1985 and is run by over 200 volunteers; and*

*Whereas, Gig Harbor Peninsula FISH believes that poverty is a result of circumstances and every person in our community is our neighbor; and*

*Whereas, Gig Harbor Peninsula FISH stands behind their motto of "Neighbor Helping Neighbor"; and*

*Whereas, through generous community donations Gig Harbor FISH not only provides food but provides financial assistance, urgent transportation to medical appointments, student education support, school supplies for children, Christmas food baskets and new toys; and*

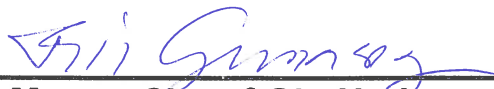
*Whereas, in 2015 Gig Harbor Peninsula FISH provided food to over 3,000 families, 175 Christmas food baskets, new toys to 270 children and distributed nearly \$100,000 in financial assistance; and*

*Whereas, the City of Gig Harbor recognizes the efforts of Gig Harbor Peninsula FISH and all its' volunteers to help our community in times of need.*

**NOW THEREFORE, BE IT RESOLVED, THAT, I, Jill Guernsey, Mayor of the City of Gig Harbor, do hereby proclaim **May 17, 2016**, as**

### **Gig Harbor Peninsula FISH Food Bank Awareness Day**

*in the City of Gig Harbor and I urge all citizens to recognize and applaud the invaluable service of Gig Harbor Peninsula FISH and all the volunteers. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 17<sup>th</sup> day of May, 2016.*

  
\_\_\_\_\_  
**Mayor, City of Gig Harbor**

*5-17-16*  
\_\_\_\_\_  
**Date**

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 05/06/2016  
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20160831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TARGET CORPORATION	TARGET STORE T-1205 11400 51ST AVE NW GIG HARBOR WA 98332 7891	087016	GROCERY STORE - BEER/WINE SPIRITS RETAILER
2. ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3. WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE
4. TASTE OF PERU, LLC	TASTE OF PERU 5500 OLYMPIC DR NW STE D101 GIG HARBOR WA 98335 1488	411943	BEER/WINE REST - BEER/WINE BEER/WINE REST - BEER/WINE
5. EMMANUEL GOLDEN GIVEN INC	76 GIG HARBOR 4803 POINT FOSDICK DR NW GIG HARBOR WA 98335 1710	418517	GROCERY STORE - BEER/WINE
6. JULEP NAIL PARLOR COMPANY	JULEP NAIL PARLOR 4751 POINT FOSDICK DR NW #200 GIG HARBOR WA 98335 2320	404132	SNACK BAR

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES  
3000 Pacific Ave SE - P O Box 43075  
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

May 13, 2016

SPECIAL OCCASION #: 092844

ST. NICHOLAS CATHOLIC SCHOOL  
3555 EDWARDS DR  
GIG HARBOR WA 98335

DATE: OCTOBER 15, 2016

TIME: 6:30 PM TO 10 PM

PLACE: THE CLUB AT THE BOATYARD - 3117 HARBORVIEW DR, GIG HARBOR

CONTACT: ELIZABETH CIZIN (DOB 5.11.70) 253-851-6450

SPECIAL OCCASION LICENSES

- \*  Licenses to sell beer on a specified date for consumption at a specific place.
- \*  License to sell wine on a specific date for consumption at a specific place.
- \*  Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- \*  Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Do you approve of applicant?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.


DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

**MINUTES**  
**GIG HARBOR PARKS COMMISSION**  
**Wednesday, February 3, 2016 – 5:30 p.m.**  
**Community Rooms A/B**

**CALL TO ORDER / ROLL CALL:**

[Parks Commissioner - John Skansi: Absent \(excused\)](#)  
[Parks Commissioner - Christine Hewitson: Present](#)  
[Parks Commissioner - Sara McDaniel: Present](#)  
[Parks Commissioner - Nicole Hicks: Present](#)  
[Parks Commissioner - Gregg Vermillion: Present](#)  
[Parks Commissioner - Rick Offner: Absent \(excused\)](#)  
[Parks Commissioner - Robyn Denson: Present](#)  
[Staff - Terri Reed: Present](#)  
[Staff - Jeff Langhelm: Present](#)  
[Staff - Greg Foote: Present](#)

**APPROVAL OF MINUTES:**

Approval of January 6, 2016 Minutes 



**MOTION TO APPROVE:** Denson / Hewitson – unanimously approved.

**OLD BUSINESS:**


**NEW BUSINESS:**

1. [Parks Commission Terms Expiring](#) - Staff reminded the Parks Commissioners with terms expiring to turn in their applications by February 17<sup>th</sup>, if they are interested in re-applying for another term.
2. [Eagle Scout Project Presentation](#) – Jared Van Komen presented his proposal for a trail kiosk on Cushman Trail, near the Borgen trailhead.

**MOTION:** Move to support the trail kiosk project as presented to move forward in the City's approval process. Next step: Public Works Committee.  
Vermillion / Denson – unanimously approved.

3. [Parks Appreciation Day](#) – Saturday, April 23, 2016   Commission Chairperson McDaniel discussed details for the 2016 Parks Appreciation Day event. A list from City parks' staff detailing tasks for several parks was reviewed. The Commission decided to try and limit the total number of parks based on volunteer numbers. The top priorities are 1) Donkey Creek Park, 2) Crescent Creek Park/Sand Volleyball Courts, 3) and KLM Veterans Park. Wilkinson Farm Park and Harbor Hill park

property can be added if volunteer groups commit to doing the work at those locations.

**PARK UPDATES:**  Public Works Director Langhelm gave updates on the following projects:

1. **Lift Station #4B/Welcome Plaza Update** – Draft plans were reviewed.
2. **PROS Plan Update** – A request for extension time will be sent by staff to RCO. The draft plan is currently going through the SEPA and Growth Management Act (Department of Commerce) processes. When those appeal periods are complete, the plan will be presented to City Council for adoption at their March 28 and April 11 meetings.
3. **Totem Pole Update** – City Council approved the staff recommended location for the totem pole adjacent to the east entrance of the Civic Center. The proposed text for the plaque was distributed.
4. **Peace Pole** – City Council approved the location of the Peace Pole at the rear entrance of the Civic Center green.
5. **Eddon Boat Park** – The tree in the middle of the back deck of the brick house is scheduled to be removed by staff, due to major cracks that have developed causing safety concerns.

**PUBLIC COMMENT:**

**ADJOURN:**

**MOTION:** Move to adjourn at 6:46 p.m.

**MINUTES  
CITY OF GIG HARBOR  
PUBLIC WORKS COMMITTEE  
Monday, April 11, 2016 – 4:00 p.m.  
Public Works Conference Room**

**CALL TO ORDER / ROLL CALL:**

Council Member – Steven Ekberg: Excused  
Council Member – Tim Payne: Present  
Council Member – Ken Malich: Present  
Mayor Jill Guernsey: Present  
City Administrator – Ron Williams: Present  
Public Works Director – Jeff Langhelm: Present  
Public Works Superintendent – Greg Foote: Present  
Senior Engineer – Emily Appleton: Present  
Senior Engineer – Trent Ward: Present  
Parks Project Administrator: Katrina Knutson: Present  
Executive Assistant – Maureen Whitaker: Present

**Members of the public in attendance:**

Rahna Lovrovich – Unofficial/Citizen  
Wage Perrow - Citizen

**APPROVAL OF MINUTES:** The Minutes of March 14, 2016 were approved.  

**OLD BUSINESS:**

1. [Maritime Pier Artwork Location Update – Jeff Langhelm.](#)

Mr. Langhelm discussed the recent Parks Commission meeting's recommendation to relocate slightly the commissioned art piece closer to the entry of the Maritime Pier. The Parks Commission decided that it would be better to relocate the art work from the landscaping planter to the corner area behind the curb against the railings which is very accessible to the public. He further stated that in order to have a piece of art that the public can walk around, the landscaping would need to be removed and replanted. Councilmember Payne suggested moving the art piece where the Parks Commission has suggested, then move and reform the curb and readjust the planting area close to the entry of the Pier and move and expand the planting area. Councilmember Payne relayed that Councilmember Perrow said that this is a good opportunity to enhance the overall landscaping there. Councilmember Payne stated that the landscaping at this location is pathetic and he is okay with removing it only if we are going to enhance the landscaping. Both Councilmembers Malich and Payne were in agreement with the proposed relocation of the art work and re-landscape this area.

## NEW BUSINESS:

1. [Cushman Trail Phase 5 Planning Study Grant Application – Emily Appleton.](#)

Ms. Appleton stated that the City will lead a planning study and coordinate with Pierce County, Kitsap County, WSDOT, Tacoma Public Utilities, PenMet Parks, and Key Pen Parks (aka stakeholders) to evaluate trail alignments with the goal to identify a preferred alternative for the next phase of Cushman Trail from Borgen Boulevard to Purdy. An initial stakeholders meeting was held on March 31st to garner support and feedback. At that meeting, the group discussed and identified a large area for the planning study. This information is a necessary component for the Puget Sound Regional Council (PSRC) Congestion Mitigation and Air Quality Improvement Program (CMAQ) grant application due on April 29th. The grant proposal request is \$200,000 - \$250,000 with a \$30,000 - \$35,000 match. Ms. Appleton stated that the Cushman Trail Phase 5 Planning Study is identified in the City's adopted 2015-16 Budget. Ms. Appleton discussed with the Public Works Committee some alignment possibilities that were discussed at the stakeholders meeting. The Committee was in favor of moving forward with the grant application.

2. [50<sup>th</sup> Street and Point Fosdick Sidewalk Grant Agreements – Emily Appleton.](#)

Ms. Appleton provided background on the 50<sup>th</sup> Street and Point Fosdick sidewalk grant awards, funded by the Dept. of Ecology in the amount of \$250,000 each for design only. She said that the next step is present the grant agreements to Council for approval, start the design work and then look for future construction grants.

3. [Boating Infrastructure Grant \(BIG\) Application – Emily Appleton.](#)

Ms. Appleton said the proposed grant is for the design and construction of additional recreational moorage at the Jerisich Dock and Maritime Pier. She discussed that the initial grant application is due on May 2<sup>nd</sup> and can be modified with a revised application due date of July 2016. The grant proposal will increase public moorage from 26 full time berths to 60 berths as follows:

**Jerisich Dock** will increase from 26 permanent berths to 32 year-round and 18 seasonal.

**Maritime Pier** will increase from zero permanent berths to 10 year-round berths.

If grant funding is awarded, the award will be confirmed in spring 2017. The total project cost is estimated at \$1.46 million. The City will request \$860,000 in grant funds, \$110,000 is anticipated from project sponsors and the City will budget \$490,000 towards the project. A discussion ensued about additional berths, dimensions, and limitations associated with the previous RCO funding requirements. Ms. Appleton said that a Public Open House is scheduled for April 25<sup>th</sup> at 3:30 p.m. The Committee said they look forward to hearing more discussion on this matter at the 5:30 p.m. Council meeting held that evening.

4. [Astound Broadband Franchise Agreement – Jeff Langhelm.](#)    

Mr. Langhelm provided background on the request from Astound Broadband for a franchise agreement proposing the installation of a new telecommunications system through the City to provide telecommunications service to the Pierce County Library. He stated that this franchise agreement is similar to our other franchise agreements in the area. The draft franchise agreement will be presented to City Council at an upcoming meeting. There was a brief question and answer period. The Committee did not express opposition to the franchise agreement.

5. [Harborview Drive Sidewalk Improvements.](#)

This agenda item was added by Councilmember Payne concerning questions about the width of the sidewalk. Mr. Langhelm went through a step by step process on the interim sidewalk improvements proposed from the corner of Harborview/North Harborview Drive to north of the driveway at the Puerto Vallarta restaurant. The project is funded by a Transportation Improvement Board (TIB) Sidewalk Program grant to improve pedestrian safety and enhance pedestrian mobility. He said that the intent of this sidewalk gap project is to mirror the sidewalk improvements at Austin St. The proposed sidewalk width is 5.5-ft. with a 6-in. curb and drop. Mr. Langhelm discussed the potential of a future roundabout at Austin St. which would allow the City to keep the sidewalk and remove the curb but keep the swale. City Administrator Ron Williams said that this would make this area next to Donkey Creek Park significantly safer for pedestrians and is ADA compliant. There was discussion about the ramifications of widening the sidewalk that included jeopardizing the grant funding, removal of the box culvert, shifting of the roadway and building retaining walls, and increasing the footprint on the shoreline that would require re-permitting and going back to the Hearing Examiner and the Dept. of Ecology for approval.

6. [Permitting Process Update – Kurt Latimore.](#)

Mr. Latimore said that approximately ten years ago he assisted the City with improving its permitting process and the current Interlocking permitting software was implemented. He discussed the old process and gave the example of how the Design Review Board was at the end of the process whereby now the DRB review is at the front end of the process. The impacts of growth have increased the turnaround times for permits and thereby increased public frustration. Mr. Latimore's contract proposes establishing a current baseline and developing and piloting a new option. He explained that he would contact some previous applicants to find out how their process was for them and what could have made the process easier. He would also like to sit in on some meetings with the City and applicant(s), collecting feedback on improving timelines and collaboration between the City and applicants. Mr. Latimore said that the City could capitalize by improving timelines, increasing capacity and an improved level of service standard. There is also a cost savings to the City by cutting down on staff hours spent on each application during the permitting process. There was a brief question and answer period. The Committee did not express any opposition to Mr. Latimore's proposed contract.

[PUBLIC COMMENT:](#)

Mr. Wade Perrow, 9109 N. Harborview Drive spoke of his concerns about the proposed sidewalk improvements. He stated that this roadway is a minor arterial and has heavier traffic



than residential. He said that there is a need for bike lanes and a shoulder, and the City should follow the design guidelines that were adopted by Council. He said that the City should not move forward with this project if it is not done right. He requested a design charrette and referenced the past collaborative solutions from the Donkey Creek project. Mr. Perrow further stated that the Haub project bothered him and there was a brief discussion about a latecomer's agreement. In summary, Mr. Perrow pleaded to the Committee to do this right and said that the councilmembers have a liability for doing something safe. He said that maybe the best thing is not to do the project and talk to Haub about their frontage improvements.

Councilmember Payne stated that he would like to discuss this at a greater length.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**ADJOURN:** Meeting adjourned at 5:17 p.m.



**Minutes**  
**City of Gig Harbor Planning Commission**  
**Work Study Session**  
**Gig Harbor Civic Center – Community Rooms A&B**  
**April 7, 2016**

**5:00 p.m. - Call to order, roll call**

**Present:** Pamela Peterson, Meridith Hatch, Spencer Hutchins, Craig Baldwin, Rick Gagliano, Bill Coughlin

**Staff:** Leah Johnson, Lindsey Sehmel, Jennifer Kester

**Approval of Minutes:** March 17, 2016 Coughlin/Peterson Motion carried.

**Work Study Session – Community Rooms A&B**

- 1. Zones and Uses in The Harbor:** (Formally called Harbor Element - Phase I Implementation.) Staff will introduce the materials from the ten public outreach listening sessions that occurred from December to February. Additionally there will be presentation on the project scope, expected work products, and timeline to complete a final recommendation. Materials to be provided include the Gig Harbor Municipal Code Use Matrix (GHMC 17.14.020) and a copy of The Harbor Zoning Districts Map.

Planning Commission will take action (Motion) on identifying the precise topics (from the listening session summary) to be included in the Zones and Uses amendment package.

Staff reviewed meeting materials and walked commissioners through each document. They then highlighted zones that apply to the harbor and identified top priorities based off the public comments provided.

5 Minutes break was taken so staff could summarize commissioners chosen priorities.

Staff and Commissioners reviewed top six priorities and went over commissioner's homework for the May 5<sup>th</sup> meeting.

**Final Six Priorities:**

1. **Nodes/Community Corners/Neighborhoods** – Analyze “The Harbor” and identify where these are.
2. **Waterfront/Marine Services** – Review allowed and desired uses in the context of The Harbor Goals and Policies and received public comments.
3. **Downtown Business – Concentrated Core Area** – Review the zone boundaries and allowed uses in the context of The Harbor Goals and Policies and received public comments.
4. **Mixed Uses/Vertical zoning** – Consider where these uses could be applicable.
5. **Residential Options (Types and affordability)** – Consider types and zones where these uses could be applicable.
6. **Heritage/Historical context** – Double check of your work to see if the recommendations you have identified in 1 through 5 above continue to meet “The Harbor” heritage and historical context.

**Note- The following items were noted as significant but to be considered for the later more applicable phases.**

- How streets work to split zones
- Scale issue
- Transportation issues (non-motorized) as well as Parking/traffic

**Other Business**

- **The next meeting is May 5<sup>th</sup> 2016 at 5PM**

**Adjournment 6:58PM**



## *City of Gig Harbor Safety Committee Minutes*

**April 20, 2016 – 2:00 p.m.  
Executive Conference Room**

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**Call to Order:** Meeting called to order at 2:04 p.m.

**Roll Call:**

Present: Chuck Roy – Wastewater Treatment Plant; Mary Ann McCool, Human Resources; Kelly Busey, Chief of Police, Dave McCurdy – Planning/Building; and Molly Towslee Admin/Finance and Risk Manager. Jim Stattin – Operations was absent.

**Old Business:**

1. Respirator Fit Upgrade. Mary Ann McCool explained that these are ready to be scheduled. Greg Foote will coordinate with Chuck to evaluation the WWTP employees.

**New Business:**

1. Review / Approval of Minutes of January 20, 2016 meeting. Approved as presented.

2. Safety Audits – RMSA. Molly Towslee explained that RMSA Retro has contacted us about coming to do an audit of the city's program and workplaces. This audit will serve two purposes: 1) help the city to be in compliance with the insurance pool requirements; and 2) to help us be prepared for DOSH inspections. Molly will schedule the audit with RMSA and send out the invitation to the appropriate staff representatives to meet with the inspectors. There is a preparation document that will be distributed to the department to be completed before the audit.

3. DOSH Inspections – Be Prepared. Molly further explained that the Department of Social Health Services has been going to each city for inspections. The RMSA Retro Safety Audit will help us to be prepared for this inspection.

4. Retro Safety Academy Trainings. Mary Ann explained that she and several employees are registered for these trainings. There are a total of 12 sessions in order to be certified. These certifications will result in lower Workers Comp rates.

5. Evaluation of Employee Accidents / Safety Concerns. Mary Ann McCool gave an overview of employee accidents since the last meeting. There are no outstanding concerns.

**Other items discussed:**

Dave McCurdy talked about updates that would be required for the Accident Prevention and Safety Policy to address overhead cranes and scaffolding at the Heron's Key project. He will contact RMSA to see if they have sample language. When he gets it put together he will forward to MaryAnn to add to the policy and obtain approval from Council.

**Adjourn:** 2:43 p.m.

**Next Meeting Date:** July 20, 2016



## City of Gig Harbor Finance & Safety Committee Minutes

*Council Committee Arbenz, Ekberg, and Perrow*

**March 21, 2016 – 4:00 p.m.  
Executive Conference Room**

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**Call to Order:** 4:02 p.m.

**Roll Call:**

Present: Councilmembers Arbenz, Ekberg and Perrow, City Administrator Ron Williams, Chief of Police Kelly Busey, Mary Ann McCool Human Resource Director, Dave Rodenbach Finance Director, and Finance Technician Michael Williams.

**New Business:**

1. 5 Year Projection of the Budget. Dave Rodenbach presented a graph showing Total Revenues, Total Expenditures, and Ending Fund Balance. The graph did not include Building and Fire Department and Utilities. Mr. Rodenbach then discussed the assumptions and growth factor. Using historical growth and trend function to compare the projected numbers with historical numbers to produce the projections. Discussion of individual items in the revenue sections. The total expenses were discussed separating salaries, benefits, insurance and other expenses. Discussion of the Fund Balance was presented as a change as to previous projection as to this one has a positive amount as to previous projections presented a negative fund balance.

Mr. Rodenbach asked for questions and reiterated that he is available if questions arise at a later date.

2. School Resource Officer Chief Kelly presented a proposal for applying for a grant through Cops Hiring Program (CHP) for a School Resource Officer. The grant would pay for 75% of the annual cost of the Officer's salary and benefits and the school district would pay the other 25% for three years and the school district would be required to pay 100% of the fourth year. Discussion on cost and benefit for the City of Gig Harbor, included the requirement to supply a fully equipped patrol car and uniforms. The benefit that the officer would be available for regular patrol during school breaks such as summer, winter and spring breaks. Discussion of duties of the officer was discussed.

Chief Busey asked if he should pursue the grant at this time. More discussion on staffing and duties, with end of grant options. Recommended to pursue the grant with the knowledge that as information is provided the grant may or may not be accepted.

3. LiveScan Machine Chief Busey presented information on a LiveScan machine for fingerprinting and identification services. Description of fingerprinting services that are currently being done was presented. A grant is available for 90% of the cost of a LiveScan machine. The machines abilities were discussed and time savings presented. Possibility of using it for service to outside services were discussed. The cost would be in the \$1,600.00 range for the 10% not covered by the grant and could be covered under the current budget.

Chief Busey asked if he should pursue the grant at this time. Recommended to pursue the grant.

4. Body Cameras Chief Busey presented information and a bid on camera system for patrol cars and body cameras for officers. Previous dash cameras have reached the end of useful lives, there are currently no body cameras in use by officers. A new law comes into effect June 1, 2016 that would give the City a better buffer from harassing public disclosure requests if the City has a system in place by June 8, 2016. So Chief Busey believes now is the time to upgrade dash cameras and provide body cameras. Chief Busey presented a quote for three units of the Veretos system along with a short video showing some of the highlights of the system. The data provided can be used in various ways to protect the officer and also support training and discipline of an officer if needed. The equipment stores data on the cloud and not on a local server. Questions on integration to current systems, performance, out of view of dash cameras, and cost.

Recommendation to pursue and to find out more about the June 8, 2016 date in the new law.

**Adjourn:** 4:48 p.m.

**Next Meeting Date:** June 20, 2016



## Business of the City Council City of Gig Harbor, WA

**Subject:** Harbor Hill Drive Extension –  
Contract Amendment No. 4

**Proposed Council Action:** Authorize the Mayor to execute Consultant Services Contract Amendment No. 4 with David Evans and Associates, Inc. in an amount not-to-exceed \$527,613.32.

**Dept. Origin:** Public Works

**Prepared by:** Stephen Misiurak, PE  
City Engineer

**For Agenda of:** May 23, 2016

**Exhibits:** WSDOT Local Agency Standard  
Consultant Supplemental  
Agreement No. 4 with  
Exhibit A – Fees Schedule  
Exhibit B – Scope of Services

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Dir:**

**Approved by City Engineer:**

*SM* 5/16/16  
*Pon W* 5/16/16  
*Per email dated 5/12/16*  
*FD* 5/16/16  
*APD* 5/16/16  
*S-M* 5-12-16

<b>Expenditure Required</b>	\$527,613.32	<b>Amount Budgeted</b>	\$ 750,000.00	<b>Appropriation Required</b>	\$ 0
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### INFORMATION/BACKGROUND

On March 11, 2013 the City authorized a contract with David Evans and Associates (DEA) to provide an alternative analysis and identify the most preferred roadway alignment for Harbor Hill Drive Extension. Since that time DEA has, through the process of elimination and with the assistance of City staff along with the support of the Sportsman Club, developed a preferred alignment route, and has provided to the City a thirty percent design and estimate package that runs along the west side of the Sportsman’s Club and terminates at Burnham Drive.

At the July 14, 2014 Public Works Committee meeting, staff shared this alignment with the committee members along with two intersection configuration options at the new intersection of Harbor Hill and Burnham Drive. The two configurations presented were a roundabout and the other a typical tee intersection. All of the committee members were in favor of the roundabout configuration at this intersection as well as a roundabout configuration at the north end of the project limits where the new Harbor Hill Drive will intersect the existing Harbor Hill Drive adjacent to the undeveloped City park location.

There were three previous contract supplements as follows:

- Contract Supplement No. 1 extended the project completion date to December 31, 2014.
- Contract Supplement No. 2 provided for the development of a 60 percent design level for



the roundabout option and extended the project completion to March 1, 2016.

- Contract Supplement No. 3 extended the project completion date from March 1, 2017;

This contract amendment No. 4 provides for the final design, permitting, and preparation of bid ready construction documents for competitive bidding along with the completion of the right of way acquisition for the roadway right of way from the Sportsman Club as well as the adjoining property owner, Northwest Commons LLC, where this parcel will be utilized for a new roadway storm water detention pond.

### **FISCAL CONSIDERATION**

Funding for the proposed contract is provided in the 2015-16 Biennial Budget Street Capital Fund.

2015-16 Biennial Budget for Harbor Hill Drive Extension	\$ 750,000.00
Anticipated 2016 Expenses:	
David Evans & Associates, Inc. 30% Design Contract	\$(392,587.45)
David Evans & Associates, Inc. Contract Amendment No. 2	\$(76,218.87)
David Evans & Associates, Inc. Contract Amendment No. 4	\$(527,613.32)
<b>Remaining 2015-16 Budget =</b>	<b>\$ (246,419.64)**</b>

\*\*Note: The 2015-16 budget for this project will be exceeded; however, since there are savings within the Street Capital Fund due to other projects not being completed this biennium, there are sufficient funds available to cover this overrun.

The City has earned an \$8,000,000 Transportation Improvement Board (TIB) grant to be utilized towards the construction of this new roadway. The current construction cost estimate delivered with the 30 percent design documents is at \$14,000,000.

### **BOARD OR COMMITTEE RECOMMENDATION**

N/A

### **RECOMMENDATION/MOTION**

Authorize the Mayor to execute Consultant Services Contract Amendment No. 4 with David Evans and Associates, Inc. in an amount not-to-exceed \$527,613.32.



<b>Supplemental Agreement Number 4</b>		Organization and Address David Evans and Associates, Inc. 3700 Pacific Highway East Fife, WA 98424	
Original Agreement Number		Phone: (253) 922-9780	
Project Number	Execution Date	Completion Date 3/1/2017	
Project Title Harbor Hill Drive Extension	New Maximum Amount Payable <b>\$ 1,185,232.19</b>		
Description of Work This Supplement #4 provides for preparation of Plans, Specifications and Estimate, preparation of right-of-way exhibits, bid support and related services for Harbor Hill Drive Extension.			

The Local Agency of City of Gig Harbor  
desires to supplement the agreement entered into with David Evans and Associates, Inc.  
and executed on 03/12/2013 and identified as Agreement No. \_\_\_\_\_  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit B

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date remains March 1, 2017.

III

Section V, PAYMENT, shall be amended as follows:

The maximum amount payable is increased by \$527,613.32 for a new Maximum Amount Payable of \$1,185,232.19 which includes an additional fixed fee of \$38,954.76 for a total fixed fee of \$80,688.03.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: DAVID EVANS & ASSOCIATES

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

  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date





## **EXHIBIT B**

### **Scope of Services**

#### **PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE AND RELATED WORK**

**FOR THE**

#### **CITY OF GIG HARBOR HARBOR HILL DRIVE EXTENSION PROJECT CSP 1214**

Prepared by:

**DAVID EVANS AND ASSOCIATES, INC.**  
3700 Pacific Highway East, Suite 311  
Fife, WA 98424

Contact Person:  
Al Tebaldi, P.E.

5/12/2016

## **INTRODUCTION**

The project will involve the construction of approximately 2,245 lineal feet of a new arterial street, complete with curb, gutter, sidewalk, street trees, storm drainage and street illumination. This includes the construction of roundabouts at both ends of the new roadway. The limits of the work extend from the current terminus of Harbor Hill Drive, located at the northeast end of the project, to Burnham Drive, located at the southwest end of the project.

## **PROJECT DESCRIPTION**

Harbor Hill Drive will be extended approximately 2,245 feet from its current terminus to an intersection with Burnham Drive. In order to minimize the project footprint and impacts to adjacent parcels, the proposed roadway will consist of one 12-foot lane in each direction, a 10 foot wide multi-use path on the west side and a 5.5 foot wide sidewalk on the east side. The multi-use path and sidewalk will each be separated from the roadway by a curb and 6-foot landscape strip. Retaining walls will be utilized to reduce improvement impacts to the adjacent parcels. Energy efficient light emitting diode (LED) illumination will be installed along the entire alignment for vehicular, bicyclist and pedestrian enhanced visibility. To ensure continuous traffic flow, improve function and minimize operating and maintenance costs, the intersections of Harbor Hill Drive/Sentinel Drive and Harbor Hill Drive/Burnham Drive will each be single lane roundabouts. Water, sewer and power/telecommunication utilities will be constructed within the new right-of-way.

## **PROJECT DESIGN CRITERIA AND BASIS OF WORK**

The project's road work is being designed in accordance with the City of Gig Harbor's PW Standards, American Association of State and Highway Transportation Officials (AASHTO) green book, WSDOT Standard Plans (most current version) and the 2016 Standard Specifications for Road, Bridge, and Municipal Construction. The project Design Report (pending) outlines design assumptions for this project.

## **PROJECT ASSUMPTIONS**

Final project design work will be prepared by DEA based on the following assumptions:

1. The budget for the Scope of Services is based on a project schedule of nine (9) calendar months.
2. DEA and the CITY will hold one hour long progress and coordination meetings every two weeks for the project duration.
3. Previously developed project plans that have been completed to the 30% completion stage by DEA.
4. The project will follow SEPA guidelines.
5. Poor soils will not allow infiltration, so the storm drainage design will be a conventional collection, treatment and detention design. A storm drainage pond will be located adjacent to Burnham Drive on the north side of Harbor Hill Drive. Sidewalks will be impervious concrete, but

will drain to the planting strip where drainage will infiltrate and/or flow to the street storm drainage collection system.

6. No further horizontal or vertical alignment revisions will be necessary.
7. All services will be provided based on the standard of care consistent with similar professionals providing similar services under similar conditions.

### **TASK 1 - PROJECT MANAGEMENT**

For this project task, DEA will:

- Attend up to 12 two-hour project meetings that will be held approximately every two weeks to discuss project issues and obtain project decisions from the City;
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project;
- Provide project management, administration, and engineering supervision for the project to assure that the work is being done in conformance with the project's Design Report and applicable design standards;
- DEA staff will utilize up to 30 hours making site visits as necessary to evaluate whether design concepts can be practically implemented in the field;
- Provide QA/QC review throughout the design process; and
- DEA will act as an extension of City staff and be available to represent the City Engineer as requested.

### **TASK 2 – PERMITTING SUPPORT**

DEA will assist the City with environmental permits required to advertise the project. DEA provided support to the City during preliminary design to prepare the SEPA checklist. This scope of work assumes the SEPA process will be completed by the City without any further support required from DEA. The following environmental permitting support will be provided by DEA:

- Assist the City with preparation of the EZ-1 form for submittal to DAHP. The City will submit the form and follow up with DAHP regarding 05-05 consultation requirements. This task assumes that no further work will be required from Cultural Resource Consultants (CRC) since the DAHP has reviewed the cultural resources report and did not have any comments. If the report requires amendment, CRC will be added through a contract supplement;
- Assist the City with preparation of the NOI for a Construction Stormwater Permit. This task assumes that the SWPP and the Spill Prevention Plan will be prepared by the Contractor and the responsibility for compliance with all permit conditions will be borne by the Contractor.

- Assist the City with preparation of Major Site Plan Review Application and Design Review Application for work within slope easement and temporary construction permit areas. This work includes
  - Filling out the applications;
  - Preparing supporting documentation (vicinity map, site plan, landscape plan, tree protection plan, and cultural resource supplement if necessary); and
  - Conventional survey to locate significant trees impacted by the project. This task will locate trees within 1-foot accuracy to allow for the heavy brush conditions and difficulty reaching some trees. This task does not include tagging trees.
  - Preparation of irrigation plans.

### **TASK 3 – SURVEYING AND RIGHT-OF-WAY EXHIBITS**

DEA will develop legal descriptions and right-of-way exhibits for right-of-way and easement acquisition. This task assumes preparation of fourteen (14) exhibits and legal descriptions for five (5) parcels. It is expected that four (4) dedications for right-of-way, three (3) temporary construction easements (TCE's), one (1) permanent soil-nail wall easement and six (6) permanent slope easements will be needed.

The City shall provide current title reports for each parcel upon which a dedication or acquisition is occurring. The title report shall be utilized for the parcel's deed description and to verify parcel boundaries.

The draft legal description and exhibit map shall be provided for review one-time and appropriate revisions shall be made by DEA.

DEA will develop a project survey control plan for construction staking by the Contractor.

- Develop an exhibit and legal description (1 Dedication, 1 Perm Slope) for parcel 0222313024 – Northwest Commons Group LLC;
- Develop an exhibit and legal description (1 Dedication, 2 Perm Slope, 2 TCE, 1 Perm Soil Nail) for parcel 0222313044 – Gig Harbor Sportsman's Club;
- Develop an exhibit and legal description (1 Dedication, 1 Perm Slope) for parcel 0222314016 – Gig Harbor Sportsman's Club;
- Develop an exhibit and legal description (1 Dedication, 1 Perm Slope) for parcel 4002470030 – City of Gig Harbor;
- Develop an exhibit and legal description (1 Perm Slope, 1 TCE) for parcel 4003100830 –Harbor Hills;
- Develop project survey control plan with benchmark and monumentation information.

DEA will complete a digital topographic survey of the portion of the NW Commons parcel required for the storm drainage pond, in order to provide accurate survey data for design of the pond and associated slope. DEA will use the data collected in this survey effort to update existing topographic mapping files for this project's design. A surface will be created to generate 2-foot contours. Individual trees will not be surveyed. The survey will terminate at the fog line of Burnham Drive.



#### **TASK 4 – PROJECT ROADWAY AND UTILITY PLANS**

DEA will develop plans for the project and submit them to the City for review at the 60%, 90% and bid-ready plan stage of completion. At the 60% and 90% completion stage and after City review, DEA will meet with the City and participate in a roundtable review coordination meeting to respond to City questions and comments. For this project task, DEA will develop the following noted plans sheets. Plans sheets for other work tasks will be listed with that specific work task.

For this project task, DEA will:

- Develop cover sheet, sheet index, legend, vicinity and location maps and project survey control maps (approximately 4 sheets)
- Develop summary of quantities sheet (approximately 1 sheet);
- Develop roadway cross sections at 25-foot intervals (approximately 6 sheets);
- Develop typical roadway sections with stationing and roadway details (approximately 8 sheets);
- Develop site preparation and demolition plans (approximately 8 sheets);
- Develop roundabout layout, grading, striping and signage plans and details (approximately 6 sheets)
- Develop roadway plan and profile sheets (approximately 10 sheets);
- Develop driveway plan, profiles and details for approximately 2 road approaches (approximately 3 sheets);
- Develop City-owned utility plans to include water and sewer plan and profile notes and details (approximately 10 sheets);
- Incorporate franchise utility furnished designs into the project plans (approximately 10 sheets);
- Revise the project plans in response to City comments at the 60% development stage; Revise the project plans in response to City comments at the 90% development stage. Prepare ready-for-bid plans and specifications; and
- Prepare a cost estimate at 60% and 90% and an Engineer's Estimate with ready-for-bid deliverable.

For this work task DEA will prepare approximately 70 plan sheets. For 60% and 90%, DEA shall provide one set of full-sized (22"x34") prints and four (4) sets of half-sized (11"x17") prints and a pdf copy. For the ready-for-bid plans set, DEA shall provide the City with electronic Autocad dwg files including base map topography as well as one set of hard copy full-sized, signed plans and a pdf copy.

#### **TASK 5 --- CHANNELIZATION AND SIGNING PLANS**

Channelization and signing design will be developed for the project corridor including City standard RRFB assemblies at four pedestrian crossing locations.

For this project task, DEA will:

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- Develop channelization, signing and RRFB plans and details for the project (approximately 8 sheets).

For this work task DEA will prepare approximately 8 plan sheets.

#### **TASK 6---ILLUMINATION PLANS**

For this project task, DEA will:

- Calculate light levels per City standards and provide calculations to the City;
- Develop designs for luminaire foundations and foundation details;
- Develop illumination plans and details for the project; and
- Work with Peninsula Light for location and design of illumination service.

For this work task DEA will prepare approximately 16 plan sheets.

#### **TASK 7---UTILITIES COORDINATION FOR PLANS, SPECIFICATIONS AND COST ESTIMATE**

This work task provides for utility coordination and correspondence to incorporate their project plans into the overall project plans and specifications. The following assumptions are made by DEA in the development of this scope of services and cost estimate:

- The utilities will cooperate and coordinate their work with DEA. It assumes that the utilities will respond to all DEA questions and issues within five working days;
- The utilities will provide all plan information to DEA in AutoCAD format;
- The utilities will provide all specifications to DEA in Word format;
- The utilities will provide current quantity and cost information to DEA in Excel format; and
- Utilities have coordinated their work with each other and their designs are compatible with one another.

This work task also includes utility conflict analysis between existing utilities and proposed improvements, pothole requests and pothole data review and notifying utilities of conflicts requiring utility relocations.

For this project task, DEA will:

- Send utility companies design information electronically two times;
- Meet two times with utility company representative to review project plans, specifications and details and coordinate their work with the overall project utility plans; and
- Coordinate utility relocation work with project design. Incorporate utility work into the project specifications and Contract working days.

For this work task DEA will incorporate approximately 20 plan sheets prepared by the

various utility companies into the project's overall plan set and up to four separate set of specifications that have been prepared by the utility companies into the project's overall project specifications.

This work task does not include work associated with the undergrounding of electrical supply systems to structures within the project limits.

### **TASK 8---STORM DRAINAGE TESTING, REPORT, DESIGN AND PLANS**

Poor soils will not allow infiltration, so the storm drainage design will be a conventional collection, treatment and detention design. Sidewalks will be impervious concrete, but will drain to the planting strip where drainage will infiltrate and/or flow to the street storm drainage collection system.. A storm drainage pond will be located adjacent to Burnham Drive on the north side of Harbor Hill Drive. An additional stormwater facility (pond or tanks) may be required for portions of Burnham Drive not served by the main storm pond.

For this project task, DEA will:

- Calculate required storm pond and additional pond/tank sizes;
- Prepare drainage plans, profiles and details;
- Prepare drainage plans, profiles and details for the Gig Harbor Sportsman's Club private driveway;
- Prepare a project drainage report.

### **TASK 9---TESC PLAN**

For this project task, DEA will:

- Develop temporary erosion and sedimentation control plans (approximately 9 sheets); and
- Develop TESC details for the project (approximately 1 sheet).

For this work task DEA will prepare approximately 10 plan sheets.

### **TASK 10---RETAINING WALLS AND RELATED INFRASTRUCTURE**

The location and height of retaining walls will be developed for this project. DEA will use the services and recommendations of a professional geotechnical and structural engineer for each wall design and make modifications to the design if necessary. It is assumed that the wall adjacent to the Gig Harbor Sportsman's Club caretaker building will be a soil nail wall, that the wall adjacent to the pistol/rifle range will be a soldier pile wall sufficient to support a 10-foot concrete ballistic wall on top of the berm, and the wall adjacent to the Burnham Drive roundabout will be a cast-in-place concrete retaining wall with integral single slope barrier. A gravity-block fill wall will be used to avoid impacts to McCormick Creek parcels. This work task assumes that no architectural treatment will be provided to the face of the retaining walls that requires extra design work on the part of DEA.

DEA has created City approved wall details for a previous City project. Those details will be utilized where appropriate to minimize the effort necessary to create new details.

For this project task, DEA will:

- Prepare wall calculations;
- Design the vertical and horizontal location of retaining walls for the project;
- Develop retaining wall plans, wall details, and structural note sheets (approximately 10 sheets);
- Develop sub-grade drainage systems for the retaining walls;
- Develop design details; and
- Develop design details for the installation of a chain link fence into the retaining wall where wall heights exceed City of Gig Harbor standards.

#### **TASK 11----LANDSCAPE AND IRRIGATION PLAN**

A landscape plan and irrigation system will be developed by DEA for the planter strips on each side of the roadway and in the center of both roundabouts. The planter strip will consist of hydroseed grass and street trees spaced similar to the existing Harbor Hill Drive, with root barrier. The planter strips and roundabout landscaping will be irrigated. The design will also include permanent slope treatment for cut and fill slopes.

For this project task, DEA will:

- Develop a landscape plan for the project's planter strips and roundabouts;
- Address disturbed cut and fill slopes and replanting of those slopes;
- Develop an irrigation system design for the planter strips and roundabouts;
- Prepare landscape plans (18 Sheets);
- Prepare roundabout planting enlargement plans (2 Sheets);
- Prepare landscape schedule and details (1 Sheet);
- Prepare irrigation plan (8 Sheets);
- Prepare irrigation notes and details (2 Sheets);
- Prepare specifications; and
- Prepare a landscape and irrigation cost estimate.

#### **TASK 12---PROJECT SPECIFICATIONS**

Project specifications and special provisions will be developed for the project. The 2016 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction and WSDOT Standard Plans will be used for the project. The project specifications will be prepared using the City's Specifications Template, incorporating all applicable GSP's and current spec updates.

For this project task, DEA will:

- Develop project specifications for the project at the 60%, 90% and ready-for-bid plan stage.

### **TASK 13---QUANTITIES AND CONSTRUCTION ESTIMATE**

Project quantities and construction cost estimates will be prepared for the 60%, 90% and bid ready (Engineer's Estimate) plans. Estimates will be developed using the best available unit cost information from similar projects.

For this project task, DEA will:

- Calculate construction cost estimates at 60%, 90%, and ready-for-bid plan stage.

### **TASK 14 – BID SUPPORT**

This phase of work includes assistance with advertisement of the project for the public bidding process and issues related to the project prior to bid opening. DEA will provide the City with assistance for the advertisement and bidding process. DEA will prepare up to three responses to inquiries about the project from contractors or subcontractors prior to bid opening, prepare up to four addendums to the contract documents prior to bid opening, assist the City with the bid acceptance process and assist the City with evaluating the award of the project to a qualified bidder.

It is understood that the City will advertise the project and post the bid documents to a plan center. The City will also send out addendums and all other applicable correspondence to potential bidders and maintain a record of all distributions to potential bidders.

For this project task, DEA will:

- Provide the City with advertisement and bidding assistance;
- Assist the City by preparing up to three responses to inquiries from contractors or others about the project prior to bid;
- Prepare up to four contract addenda; and
- Assist the City with the bid acceptance process, evaluating bid submittals, preparing bid tabulations and awarding the project.

### **TASK 15 – GHSC Range Improvements (Optional)**

Work on this task will only begin upon receipt of written notice from the City that the range improvements are to be included as part of the Harbor Hill Drive project. For this project task, DEA will provide the following design items:

Ballistic Wall:

- Concrete fascia on the east side of the soldier pile wall adjacent to the pistol/rifle range. Fascia will be ballistic surface attached to the soldier piles extending 10-feet above the berm. This work is supplementary to the soldier pile design identified in Task 10.

Steel baffles:

- Steel baffles to be located next to the existing timber baffles on the gun range
- A total of eleven (11) steel baffles to be supported on steel tube posts and concrete foundation
- Height and width of the steel baffles to match existing timber baffles
- Steel baffles to be coated for corrosion protection

Steel roof structure:

- Stand-alone steel structure adjacent to the existing gun range shelter to serve as an extension of the existing structure
- Steel structure consists of steel plate roofing supported on steel tube posts and concrete foundation. Gutter system for steel plate roofing will not be included
- Height, width and length of the steel structure to match existing gun range shelter
- Steel structure to be coated for corrosion protection
- This work assumes that architectural rendering, concepts or details will not be developed for the steel baffles and the steel structure.

Bullet trap:

- Granular rubber bullet trap at 25 yard and 100 yard points

The designs provided in this task will meet applicable codes, including building codes, and will include structural calculations. The design documents will be stamped by a professional structural engineer licensed in the State of Washington.

### **ADDITIONAL SCOPE OF WORK OPTIONS**

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City, on a time and material basis.

### **SUBCONSULTANT SERVICES**

DEA will continue to utilize the services of HWA Geosciences as our geotechnical consultant for the project. Information provided by HWA will include final pavement design parameters, and design parameters for retaining walls and footing design information for luminaires. Geotechnical work may include the review of previously completed geotechnical reports to summarize their findings and make final recommendations to DEA and the City. The geotechnical consultant's Scope of Work and fee schedule is included as an exhibit.

DEA intends to utilize the services of Washington Forestry Consultants, Inc (WFCI) for tree assessments. Their Scope of Work and fee proposal is included as an exhibit.

DEA intends to utilize the services of TRS Range Services as a technical expert for optional Task 15. Their Scope of Work and fee proposal is included as an exhibit.

### **EXCLUSIONS**

The following work tasks are not included in this Scope of Services:

1. Other than preparation of right-of-way exhibits, right-of-way acquisition was completed as part of preliminary design. Therefore, this scope of work does not include obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey.
2. Negotiations with impacted utilities for utility replacement work or related work tasks.
3. Preparation or development of additional environmental checklists, permits, or other environmental or permitting work or additional studies or reports such as air pollution data or similar information.
4. Restoration or landscape plans for private property adjacent to the project, except as described herein.

### **SERVICES PROVIDED BY THE CITY**

The City will:

- Obtain permission to access onto adjoining private properties and obtain all property rights needed for the project. It is understood that the City will compensate property owners for damages rather than including property owner restoration or similar work in the contract plans and specifications.
- Provide all available maps, plans, deeds, and other documents not readily available from other sources to DEA.
- Provide all City of Gig Harbor standards details needed for the project in electronic format compatible with AutoCAD.
- Provide DEA with applicable utility permit and franchise information as needed to facilitate this project.
- Review all submittals made to the City within 10 working days.
- Handle all transactions and communications with regulatory agencies and other local agencies.
- Negotiate with the applicable utility to provide power for the project's illumination system; and
- Provide water meter connection information for the project's irrigation system.

### **REIMBURSABLES**

- Fees for reprographics, postage, and express mailing.
- Mileage and bridge tolls.

### **PROJECT COMPLETION**

DEA is available to begin work on project and will deliver plans at the 60% stage of completion within 50 working days after receipt of a written notice to proceed from the City. DEA will deliver plans at the 90% stage of completion 40 working days after receiving review comments from the City. DEA will deliver ready-to-bid plans 15 working days after receiving review comments from the City. These time frames are based on the assumption that additional work tasks will not be added or changes to this scope of services have not been made.





## HWA GEOSCIENCES INC.

*Geotechnical & Pavement Engineering • Hydrogeology • Geoenvironmental • Inspection & Testing*

May 11, 2016  
HWA Project No. 2013-021-21

David Evans and Associates, Inc.  
3700 Pacific Highway East, Suite 311  
Tacoma, Washington 98424

Attention: Alan Tebaldi, PE

Subject: **PROPOSED SCOPE OF GEOTECHNICAL SERVICES FOR FINAL DESIGN  
Harbor Hill Drive Extension Project  
Gig Harbor, Washington**

Dear Al:

As requested, HWA GeoSciences Inc. (HWA) prepared this proposed scope of geotechnical engineering design support services for final design of the above project. We appreciate and thank you for the opportunity to provide services to David Evans and Associates on this project.

### **PROJECT UNDERSTANDING**

The City of Gig Harbor plans to extend Harbor Hill Drive southward to Burnham Drive NW from its current termination location. The previous phase of the project evaluated several alternatives for the roadway alignment. Now that the alignment has been selected, the City is ready to proceed with final design. This includes the design of four retaining walls along the alignment. The walls as currently proposed include:

Wall 1:

- Barrier wall adjacent to the Burnham Drive roundabout
- Cast-in-place concrete retaining wall with integral single slope barrier
- 3 ft. max. height
- Approximately 250 ft. long

Wall 2:

- Adjacent to the Gig Harbor Sportsman's Club caretaker building
- Soil Nail Wall
- 25 ft. max height
- Approximately 490 ft. long

21312 30th Drive SE  
Suite 110  
Bothell, WA 98021.7010

Tel: 425.774.0106  
Fax: 425.774.2714

[www.hwageo.com](http://www.hwageo.com)

May 11, 2016  
HWA Project No. 2013-021-21

Wall 3:

- Adjacent to the pistol/rifle range
- Soldier Pile Wall
- 10 ft. max. height
- Approximately 400 ft. long
- Designed to support a 10 ft. tall ballistic wall (by others) on top of the existing berm

Wall 4:

- Located on the opposite side of Harbor Hill Drive from Wall 3.
- Gravity Block Wall
- 10 ft. max. height
- Approximately 270 ft. long

For final design, HWA will perform analyses and provide geotechnical recommendations and design parameters to be utilized in wall design for each of the four walls identified above. Our recommendations will be incorporated into draft and final Geotechnical Reports. HWA will also review the 60%, 90%, and 100% design submittals.

#### PROPOSED SCOPE OF WORK

Based on your request for a proposal, we propose the following scope of work and cost estimate for this project.

- 1) **Review Plans and Profiles for Walls** – HWA will review the plans and profiles for each of the walls that will be designed for the project.
- 2) **Develop Subsurface Profiles and Assign Soil Strength Parameters** – For each of the walls, HWA will develop a profile of the subsurface materials expected along the alignment. Soil strength parameters will be assigned, as appropriate and required, for the analysis and design of each wall type.
- 3) **Geotechnical Engineering Design** – HWA will conduct geotechnical engineering evaluations for each of the four retaining walls, including:
  - a) **Wall 1 – Provide Bearing Capacities and Lateral Loadings** – HWA will provide bearing capacities and equivalent fluid pressures for the short cast-in-place concrete retaining wall.
  - b) **Wall 2 – Perform Wall Stability Analyses** – HWA will perform global stability analyses for design of the soil nail wall. Design will include estimating bond strength between the nails and the native soil and providing the length of the no bond zone.

May 11, 2016  
HWA Project No. 2013-021-21

- c) **Wall 2 – Provide Soil Nail Lengths and Layout** – Based on the analyses performed in the previous task, an appropriate nail layout will be provided to DEA to be included on the Project Plans, along with the required soil nail lengths.
  - d) **Wall 3 – Compute Lateral Earth Pressures for Soldier Pile Design** – HWA will perform analyses to evaluate lateral earth pressures for use in design of the proposed soldier pile wall. This will include evaluation of both the static and the seismic loading conditions.
  - e) **Wall 3 – Develop Lateral Earth Pressure Diagrams** – HWA will develop lateral earth pressure diagrams for the static and seismic loading conditions based on the results of our analyses of the lateral earth pressures in conformance with City standards.
  - f) **Wall 3 - Perform LPILE Analyses** – HWA will perform LPILE analyses to estimate shears, moments and deflections in soldier piles and assess the deflections and structural-soil interaction of the pile loads and the corresponding soil resistance.
  - g) **Wall 4 – Design of Gravity Block Wall for External and Internal Stability** – Design gravity block wall for internal and external stability of the wall including, global stability, bearing capacity, sliding, and overturning. The block geometry that satisfies these design criteria will be provided to DEA to be incorporated into the Project Plans.
  - h) **Wall 4 - Assist with Incorporating Block Wall Design into Project Plans** - We will provide notes to include on the gravity block wall plans. We assume the City will be using Ultra-block Lock-Blocks™ for this wall.
- 4) **Draft Geotechnical Design Report** – Prepare a geotechnical design report which summarizes and supports the wall designs, standards used, and construction considerations, for inclusion with the project contract documents. Graphical depictions of each wall type will be provided.
- 5) **Review Geotechnical Aspects of 60% Design Documents** – HWA will review the 60 percent design plans and provide input on geotechnical aspects of the project special provisions and/or specifications.
- 6) **Final Geotechnical Design Report** – HWA will finalize and stamp the draft geotechnical report once review comments are received, for inclusion with the project contract documents.
- 7) **Review Geotechnical Aspects of 90% Design Documents** – HWA will review the 90 percent design plans and provide input on geotechnical aspects of the project special provisions and/or specifications.
- 8) **Review Geotechnical Aspects of 100% Design Documents** – HWA will review the 100 percent design plans and provide input on geotechnical aspects of the project special provisions and/or specifications.

May 11, 2016  
HWA Project No. 2013-021-21

- 9) **Attend Design Meetings** – The project geotechnical engineer will participate in two (2) project coordination meetings at City Hall in Gig Harbor, Washington.
- 10) **Project Management** – With regard to general project management and administration we will correspond with the design team regarding project issues, deadlines, invoices, deliverables, etc. We will prepare progress reports with each monthly invoice, if requested.

**ASSUMPTIONS:**

- 1) All labor hours and expense items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager. The HWA project manager may also transfer funds allocated for direct costs to professional/technical hours or vice versa, to satisfy project requirements.
- 2) We assume that sufficient field exploration data exists to complete this work. If additional borings or test pits are determined to be necessary to complete the design, they will be considered additional services.
- 3) DEA will develop wall plans and wall details.

**COST ESTIMATE**

Based on our understanding of the project and our current knowledge of site conditions, we propose to provide the above services on a time and expense basis using the rates indicated on the attached spreadsheet. We are proposing to perform this work for an estimated cost not to exceed **\$33,880**. However, if during the evaluation unexpected conditions are revealed, or you request analyses and evaluations which require a level of effort beyond this work scope and budget, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate.

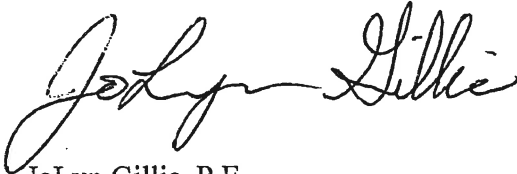


May 11, 2016  
HWA Project No. 2013-021-21

We appreciate the opportunity to provide this proposal for geotechnical engineering services. If you have any questions regarding this proposal, or require additional services, please contact the undersigned at your convenience.

Sincerely,

HWA GEOSCIENCES INC.

A handwritten signature in black ink that reads "JoLyn Gillie". The signature is written in a cursive, flowing style.

JoLyn Gillie, P.E.  
Geotechnical Engineer

Encl. Project Cost Estimate

HWA Ref: 2013-021  
Date: 18-Jan-16  
Revised: 11-May-16  
Prepared By: JLG/RNB



Project Cost Estimate  
Harbor Hill Drive Extension Project - Final Design  
Gig Harbor, Washington  
Prepared for Al Tebaldi, DEA

Refer to Scope of Work Letter Dated May 11, 2016

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	2016 DIRECT SALARY COST										TOTAL HOURS	TOTAL AMOUNT	
	Principal	Engr VI	Engr IV	Engr I	Geologist	CAD	Admin						
1) Review Walls Plan and Profile	\$82,93	\$52,88	\$43,75	\$30,05	\$32,69	\$22,60	\$21,25					6	\$208
2) Develop Subsurface Profiles and Assign Soil Strength Parameters			2	4								14	\$459
3) Geotechnical Engineering Design													
3a) Wall 1 - Provide Bearing Capacity and Lateral Loading			2	4								6	\$208
3b) Wall 2 - Perform Wall Stability Analyses			7	20								27	\$907
3c) Wall 2 - Provide Soil Nail Lengths and Layout	2		4	10								16	\$641
3d) Wall 3 - Compute Lateral Earth Pressures for Soldier Pile Design			5	16								21	\$700
3e) Wall 3 - Develop Lateral Earth Pressure Diagrams			4	10								14	\$476
3f) Wall 3 - Perform LPILE Analyses			10	10								20	\$738
3g) Wall 4 - Design of Gravity Block Wall for External and Internal Stability	2		10	30								42	\$1,505
3h) Wall 4 - Assist with Incorporating Block Wall Design into Project Plans			8	8	2	4						8	\$350
4) Draft Geotechnical Design Report	4	2	8	14								34	\$1,364
5) Review Geotechnical Aspects of 60% Design Documents	2		4	4								6	\$341
6) Final Geotechnical Design Report	2	2	4	10		2	4					24	\$877
7) Review Geotechnical Aspects of 90% Design	1		4	4								5	\$258
8) Review Geotechnical Aspects of 100% Design	1		4	4								5	\$258
9) Attend two (2) Design Meetings			8	8								8	\$350
10) Project Management			20	20								20	\$875
<b>TOTAL DIRECT SALARY COST</b>	14	4	106	136	6	6	4					276	\$10,514

**ESTIMATED DIRECT EXPENSES:**

Mileage @ 0.54/mi + Bridge Toll	\$110
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$110</b>

**PROJECT TOTALS AND SUMMARY:**

Direct Salary Cost (DSC)	\$10,514
Overhead Cost (1.9120 x DSC)	\$20,102
Fixed Fee (30% x DSC)	\$3,154
Direct Expenses	\$110
<b>GRAND TOTAL:</b>	<b>\$33,880</b>

**Assumed Conditions:**

- All hours and items are estimated, and may be increased or decreased within the limits of HWA's total budget at the discretion of HWA's project manager.
- We assume that sufficient field exploration data exists to complete this work. If additional borings or test pits are determined to be necessary to complete the design, they will be considered additional services.
- DEA will develop wall plans and wall details.



May 9, 2016

Al Tebaldi  
David Evans & Associates  
3700 Pacific Hwy. East, Suite 311  
Fife, WA 98424

Delivered via email to: [amte@deainc.com](mailto:amte@deainc.com)

**Re: Range Improvement Design Assistance, Gig Harbor Sportsman's Club**  
**Proposal #: QR16011**

Dear Mr. Tebaldi,

**TRS Range Services (TRS)** is pleased to provide the following cost proposal as an optional service, if requested by the city, to assist with the preparation of design documents for range improvements at Gig Harbor Sportsman's Club. **TRS** will work as a sub-consultant to David Evans & Associates who will be responsible for final designs in accordance with City standards and formats. Based on the report and safety recommendations prepared by **TRS** in May of 2015, site improvements would include:

- Ballistic concrete wall on west side of rifle range (next to proposed road re-alignment) for safety and noise attenuation.
- A vegetation plan for the range focused on trees to provide safety and noise attenuation.
- Steel reinforcement of overhead safety baffles on the rifle range.
- Steel reinforcement of existing eyebrow baffle at the rifle range.
- Granular rubber bullet traps installed at two locations on the rifle range (25 & 100 yards).
- Armored safety ceiling at firing line (rifle and pistol ranges).
- Steel reinforcement at the pistol range bullet trap.

**TRS** will provide design assistance to David Evans & Associates on the above range related construction items by:

- Providing designs and specifications for granular rubber bullet traps and armored safety ceilings
- Providing preliminary design ideas for steel reinforcement of overhead baffles, eyebrow baffle and pistol range bullet trap.
- Review design documents from engineering team to insure safety and proper implementation of concepts.

### Cost

**TRS** will complete the above listed scope of work for design items on a time and materials basis with a total fee not to exceed **\$6,500.00**.

No site visits are anticipated for this Contract.

**TRS RANGE SERVICES, LLC**  
1117 N. Eagle Road Eagle, Idaho 83616 • 208-938-2891 • 208-938-2892 fax  
3575 Maybank Hwy, St D Box 280 Johns Island, South Carolina 29455 • 843-795-3860 • 843-795-2144 fax  
[www.trsrangeservices.com](http://www.trsrangeservices.com)

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### **Exclusions & Assumptions**

- All design information provided will be preliminary and not stamped or signed by a registered Washington State Engineer. It is our intent to support the design professionals in the proper implementation of range safety measures.
- The Granular Rubber Bullet Trap and Ballistic concrete walls that will be recommended for this project are proprietary **TRS** designs and products. Disclosure of details of these products will be limited to information needed to prepare the site for installation (i.e. grading and site prep details). Information that would reveal product trade secrets will be withheld.
- Permitting and permitting fees are not included in this proposal.

We look forward to working with you on this project. Please feel free to contact me with any questions at 208 938-2891 or on my cell at 208 949-4244.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandt Elwell", written in a cursive style.

Brandt Elwell  
**TRS RANGE SERVICES**  
O: 208 938-2891  
M: 208 949-4244  
belwelltrs@gmail.com

#### **Business Confidential and Proprietary**

This proposal includes data that shall not be disclosed and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to **TRS** as a result of—or in connection with—the submission of this data, the Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.





**WASHINGTON FORESTRY CONSULTANTS, INC.**  
FORESTRY AND VEGETATION MANAGEMENT SPECIALISTS

**W F C I**

360/943-1723  
FAX 360/943-4128

1919 Yelm Hwy SE, Suite C  
Olympia, WA 98501

May 9, 2016

Al Tebaldi, PE, Senior Associate  
David Evans and Associates, Inc.  
Transportation/Roads and Highways  
3700 Pacific Highway East, Suite 311  
Fife, WA 98424

RE: Revised Tree Evaluation - Proposal – Harbor Hill Drive in Gig Harbor

Dear Mr. Tebaldi:

I am pleased to have the opportunity to provide a proposal to assist you with an evaluation of new 'edge' trees on the Harbor Hill Drive Project in Gig Harbor, WA. I propose to provide my services to you on an hourly basis with a 'Cost Not to Exceed'. This will insure that we can provide you the necessary field review and report for the least cost.

The following items will be completed:

1. Evaluate the health, long-term survival potential, and risk assessment for all trees along the perimeter of the new road project, including trees within a tree length of the rights-of-way edge, and make recommendations for retention, protection, removal, and necessary cultural care. The evaluation will include an assessment of:
  - a. Species and size
  - b. Presence of minor and major twig dieback
  - c. Insect and disease problems
  - d. Tree structure
  - e. Stem and root collar condition
  - f. Overall tree health and potential tree hazards (risk rating)

Harbor Hill Drive Project – Proposal for Tree Evaluation

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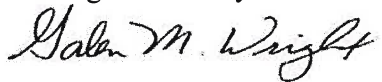
2. Create an Excel spreadsheet of all trees that require work along with a summary report detailing the existing tree conditions, necessary management of selected trees, and tree protection during construction recommendations to be in accordance with City of Gig Harbor Planning Department requirements in Title 17.
3. The '**Cost Not to Exceed**' is **\$3,200**.
4. We can begin this project within 4 working days of your notice to proceed and be complete within 8 working days. If you need it sooner, let me know.

All work would be completed at our attached hourly rates. You will only be billed for the actual time. Any work items outside of the above described assessment would be at our regular hourly rates, or a previously negotiated and agreed upon lump sum amount.

Please give me a call if you have questions.

Respectfully submitted,

Washington Forestry Consultants, Inc.



Galen M. Wright, ACF, ASCA  
ISA Board Certified Master Arborist No. PN-0129BU  
Certified Forester No. 44  
ISA Tree Risk Assessor Qualified

attachment: rate sheet

Harbor Hill Drive Project – Proposal for Tree Evaluation

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**WASHINGTON FORESTRY CONSULTANTS, Inc.**

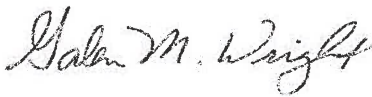
**Rate Schedule**

**Client: Harbor Hill Drive Project**

<u>Professional Classification</u>	<u>Rate</u>
Galen Wright –Board Certified Master Arborist/Certified Forester or Staff Forester	\$ 125.00/hr.
Clerical Support	\$ 38.00/hr.
Trimble Nomad Data GPS Handheld	\$ 60.00/day

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*\* Travel time to be billed one-way only. Mileage rate is billed @ \$0.66/mile for round-trip mileage. Miscellaneous expenses (e.g. parking, overnight expenses, and meals) are billed at actual cost. Other items e.g. soil testing, tree marking paint, or plant tissue analysis at cost plus 10%. Payment is due upon receipt of invoice. Interest will be charged on all past due accounts at rate of 1.5% per month or 18% per annum. Purchaser is to pay reasonable attorney's fee and costs in the event WFCI is required to employ an attorney for collection or legal action to enforce the terms of payment as specified herein.*



Title: President  
Washington Forestry Consultants, Inc.

Date: May 9, 2016



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Ancich Waterfront Park – Legal Descriptions and Exhibits for Boundary Line Adjustment Application

**Proposed Council Action:** Authorize the Mayor to execute a Professional Services Contract with Baseline Engineering, Inc., in an amount not exceed \$600.00.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Emily Appleton Senior Engineer *EA 5.16.16*

**For Agenda of:** May 23, 2016

**Exhibits:** Professional Services Contract and Exhibits

	Initial & Date
Concurred by Mayor:	<i>5/15 5.19.16</i>
Approved by City Administrator:	<i>Pow 5/16/16</i>
Approved as to form by City Atty:	<i>via email 5.13.16</i>
Approved by Finance Director:	<i>DR 5/16/16</i>
Approved by Public Works Director:	<i>[Signature] 5/16/16</i>
Approved by City Engineer:	<i>[Signature] 5-16-16</i>

<b>Expenditure Required</b>	\$600.00	<b>Amount Budgeted</b>	\$1,700,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The Ancich Upland Park project is currently under development by the City. The park property consists of three separate parcels that need to be combined into a single parcel prior to approval of City-issued project permits, due to internal property line setback requirements. In order to proceed with project permitting, the City needs professional services assistance to prepare legal descriptions and exhibits required for inclusion in the Boundary Line Adjustment application submittal. Baseline Engineering, Inc., has done survey work on the site previously. Because of this, the firm has background information that makes the work under this contract consistent and streamlined.

**FISCAL CONSIDERATION**

This project is included in the City of Gig Harbor 2015/2016 Budget and is currently under development. The budget includes sufficient funds to award this contract.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute a Professional Services Contract with Baseline Engineering, Inc., in an amount not exceed \$600.00

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
BASELINE ENGINEERING, INC.**

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THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Baseline Engineering, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in a Legal Description of Ancich Park Parcels and desires that the Consultant perform services necessary to provide the following consultation services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work including any addenda thereto as of the effective date of this Agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

1. **Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Six Hundred Dollars and Zero Cents (\$600.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2017; provided however, that additional time shall be granted by the City for excusable days or extra work.

4. **Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

5. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

6. **Independent Status of Consultant.** The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorneys fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees or volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## 8. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

E. Under this Agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30 days in advance of any cancellation, suspension or material change in the Consultant's coverage.

9. **Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

10. **City's Right of Inspection.** Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.



12. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. **Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Director of Operations determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

15. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:  
Baseline Engineering, Inc.  
ATTN: Gary Allen, PLS  
1910 64<sup>th</sup> Ave W  
Fircrest, WA 98466

City of Gig Harbor  
ATTN: Stephen Misiurak  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

16. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. If applicable, any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

17. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: Gary Allen  
Its: PRES.

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# **BASELINE** ENGINEERING, INCORPORATED

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*Land Development Professional Services*

## **Exhibit A**

### **SCOPE OF WORK**

The Consultant shall prepare and provide to the City "before" and "after" legal descriptions for parcels 5970000243, 5970000251, and 5970000252 of the proposed lot combination. This will include 2 ea. 8.5" x 11" exhibits depicting lot information only. No field surveying is anticipated as part of this effort. The City of Gig Harbor will provide the current title reports for the three parcels. Work will be completed within 3 days after receipt of the title reports.

## Exhibit B

### **BASELINE Engineering, Inc.** **Standard Hourly Rate Schedule** As of January 1, 2016

	Billing Rate
<i>Professional Land Surveyor</i>	\$155
<i>Project Surveyor</i>	\$118
<i>Survey CADD Technician</i>	\$100
<i>Expert Witness Testimony (4 Hr. Min)</i>	1.5x Billing Rate

Overtime invoiced at 1.3 times regular rate shown above

#### **MATERIALS**

Large Format Copies	\$6/each
B/W Copies (8.5x11)	\$1.00/page
Color Copies (8.5x11)	\$1.50/page
CD files	\$5.00/CD
Mileage	\$1.00/mile

**OTHER SERVICES AND SUPPLIES:** Charges for services, equipment and facilities not furnished directly by **BASELINE Engineering, Inc.** and any unusual items of expense not customarily incurred in our normal operations, are charged at cost *plus 15 percent*. This includes shipping charges, subsistence, transportation (including ferry fares and tolls), outside printing and reproduction, miscellaneous supplies and rentals, drilling equipment, construction equipment, water craft, aircraft and special insurance which may be required.

**BASELINE** will periodically submit invoices on or about the fifth day of the month for unbilled portion of services. **CLIENT** agrees to pay the invoiced amounts within 15 days from the date of the invoice. Any payment that is not received by **BASELINE** within said 15 days shall be considered delinquent, and the amounts due **BASELINE** shall include a charge at the rate of 1.5% per month for each month since the services were performed.

In case of suit, or if this account is placed in attorney's hand for collection, **CLIENT** shall pay all costs of suit and of collection, including any and all attorney's fees actually incurred by the Engineer to the particular attorneys involved at such attorneys' then normal hourly rates.



## Business of the City Council City of Gig Harbor, WA

**Subject:** Second Reading of Ordinance  
Establishing a New Franchise Agreement –  
Astound Broadband

**Proposed Council Action:** Adopt Ordinance  
No. **1336**, establishing a new Franchise  
Agreement with Astound Broadband.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE *JL*  
Public Works Director

**For Agenda of:** May 23, 2016

**Exhibits:** Final Ordinance

	Initial & Date <i>JG 5-18-16</i> <i>POW 5/18/16</i> <i>VIA EMAIL 5/18/16</i> <i>AP 5/18/16</i> <i>JL 5/18/16</i>
<b>Concurred by Mayor:</b>	
<b>Approved by City Administrator:</b>	
<b>Approved as to form by City Atty:</b>	
<b>Approved by Finance Director:</b>	
<b>Approved by Department Head:</b>	

<b>Expenditure Required</b>	See Fiscal Consideration	<b>Amount Budgeted</b>	\$ 0	<b>Appropriation Required</b>	\$ 0
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### INFORMATION/BACKGROUND

The City is authorized through state and federal statutes to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems. The City's authority to grant franchises for the use of its streets and other public properties is contained within Chapter 12.18 GHMC. These franchises, including franchises for telecommunications services, allow the City to regulate services within the City boundaries through its authority over its public rights-of-way and by other City powers and authority.

Astound Broadband, LLC, is a Kirkland-based broadband provider, and is doing business in this area as Wave Broadband. Astound desires to provide telecommunications services and to construct, operate and maintain a telecommunications system within city limits and therefore the City requires a non-exclusive telecommunications franchise agreement. Specifically, and for the initial build-out Astound is providing telecommunications services to the Pierce County Library System and therefore is solely connecting to the Gig Harbor Library. City Staff has worked with the City Attorney's office to prepare the attached ordinance and franchise agreement for consideration by the City Council. If this franchise is approved, Astound will still be required to obtain all appropriate permits and approvals prior to commencing construction and/or installing their facilities in the right-of-way.

Franchise ordinances must go through two readings for adoption. Today is the second reading.

### **FISCAL CONSIDERATION**

Astound Broadband is reimbursing the City for costs associated with the City Attorneys' office preparing the franchise. Additionally, Astound Broadband will pay all fees for any necessary permits and Astound customers will pay the City's standard utility taxes.

### **BOARD OR COMMITTEE RECOMMENDATION**

The final draft of this franchise agreement was presented to the Public Works Committee at their April 11, 2016 meeting. There was no opposition to bringing the franchise agreement forward to the full council.

### **RECOMMENDATION/MOTION**

Adopt Ordinance No. **1336** establishing a new Franchise Agreement with Astound Broadband.

**ORDINANCE NO. 1336**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, ESTABLISHING A NEW FRANCHISE AGREEMENT BETWEEN ASTOUND BROADBAND, LLC AND THE CITY OF GIG HARBOR AND PROVIDING FOR AN EFFECTIVE DATE.**

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WHEREAS, the City is authorized to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems and otherwise regulate telecommunications services within the City boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority; and

WHEREAS, Astound Broadband, LLC d/b/a Wave ("Franchisee"), desires to provide telecommunications services and to construct, operate and maintain a telecommunications system within the City; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the City Council has determined that the terms of the Franchise are consistent with their desired objectives and serves the interest of the community and its citizens.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do hereby agree as follows:

Section 1. Franchise Granted.

1.1 Pursuant to RCW 35A.47.040, the city of Gig Harbor, a Washington municipal corporation (the "City"), grants to Franchisee, its successors, legal representatives and assigns, subject to the terms and conditions set forth below, a franchise ("Franchise") for a period of ten (10) years, beginning on the effective date of this ordinance, set forth in Section 41.

1.2 This Franchise grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease, and use all necessary Facilities for a telecommunications network in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City, including such additional areas as may be subsequently included in the corporate limits of the City during the term of this Franchise (the "Franchise Area"), as approved pursuant to City permits issued pursuant to Section 8.2. The phrase "Rights-of-Way" (singular "Right-of-Way") as used in this Franchise, means land or an easement acquired or dedicated for public roads and streets, but does not include state highways and other ways, land dedicated for roads, streets and highways not opened and not improved for motor vehicle use by the public, structures including poles and conduits, located within the right-of-way, federally granted trust lands or forest board trust lands, lands owned or managed by the state parks and recreation commission, or federally granted railroad rights-of-way acquired under 43 U.S.C. Section 912 and related provisions of federal law that are not open for motor vehicle use. To the extent that easements are designated for only certain functions or do not permit such Facilities, such easements will not be considered part of the Rights-of-Way. "Facilities" as used in this Franchise means one or more elements of Franchisee's telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that new utility poles for overhead wires or cabling are specifically excluded. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from "Facilities," to the extent such equipment is located in zoned residential areas of the City.

Section 2. Authority Limited to Occupation of Public Rights-of-Way.

2.1 The authority granted by this Franchise is a limited, non-exclusive authorization to occupy and use the City's Rights-of-Way. Such use must be in compliance with the Gig Harbor Municipal Code provisions, including and not limited to Chapter 12.18. Franchisee represents that it expects to provide the following services within the City: telecommunications services, private line, internet access services, dark fiber services and lit fiber services (the "Services"). Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Franchisee other than for the purpose of providing the Services. A more detailed description of Franchisee's telecommunications system and Services is described in Exhibit A. If Franchisee desires to expand the Services provided within the City, it



shall provide written notification of the addition of such services prior to the addition of the service; provided, however, that Franchisee may not offer Cable Services pursuant to Section 2.3.

2.2 As described in Section 8, construction is not authorized without the appropriate permits, leases, easements, or approvals. This Franchise does not and shall not convey any right to Franchisee to install its Facilities on, under, over, across, or to otherwise use City owned or leased properties of any kind outside of the incorporated area of the City or to install Facilities on, under, over, across, or otherwise use any City owned or leased property other than the City's Rights-of-Way. This Franchise does not convey any right to Franchisee to install its Facilities on, under, over, or across any facility or structure owned by a third-party without such written approval of the third-party. Further this Franchise does not convey any right to continue in any streets, avenues, alleys, roads or public places which are eliminated from the City limits by reason of subsequent disincorporation or reduction of City limits. No substantive expansions, additions to, or modifications or relocation of any of the Facilities shall be permitted without first having received appropriate permits from the City pursuant to Section 8.2. As of the effective date of this Franchise, Franchisee has no owned Facilities located in the City's Rights-of-Way.

2.3 Under this Franchise, the Facilities shall not be used for Cable Services as that term is defined in 47 U.S.C. § 522(6).

2.4 Franchisee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive control over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise.

Section 3. Non-Exclusive Franchise Grant. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below, or across any Rights-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Rights-of-Way or affect its jurisdiction over any Rights-of-Way or any part of Right-of-Way, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of Right-of-Way as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares, and other public properties of every type and description.

Location of Telecommunications Facilities. Franchisee is maintaining a telecommunications network consisting of Facilities within the City. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City's Design and Construction Standards, the Gig Harbor Municipal Code, and subject to the City's applicable permit requirements. Franchisee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area.

Section 5. Relocation of Facilities.

5.1 Pursuant to Gig Harbor Municipal Code section 12.18.220, Franchisee is on notice with respect to the existence of the City's transportation improvement plan. Franchisee has an obligation to comply with the provisions outlined in Gig Harbor Municipal Code section 12.18.220. Should the City follow the procedures outlined in Gig Harbor Municipal Code section 12.8.220, sections 5.4 and 5.5 of this Franchise and the notice provisions contained therein are inapplicable. The procedure outlined in Gig Harbor Municipal Code 12.18.220 shall take precedence over this Franchise.

5.2 Franchisee agrees and covenants to protect, support, temporarily disconnect, relocate, or remove from any Rights-of-Way any of its Facilities when reasonably required by the City by reason of traffic conditions or public safety, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and/or improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity, provided that Franchisee shall in all such cases have the privilege to temporarily bypass in the authorized portion of the same Rights-of-Way upon approval by the City, which approval shall not unreasonably be withheld or delayed, any Facilities required to be

temporarily disconnected or removed. Except as otherwise provided by law, the costs and expenses associated with relocations ordered pursuant to this Section 5.2 shall be borne by Franchisee. Nothing contained within this Franchise shall limit Franchisee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060 and Gig Harbor Municipal Code Chapter 12.18.250.

5.3 Upon request of the City and in order to facilitate the design of City street and Right-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the City's improvements shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.

5.4 If the City determines that the project necessitates the relocation of Franchisee's existing Facilities, the City shall:

(a) At least forty five (45) days prior to commencing the project, provide Franchisee with written notice requiring such relocation; provided, however, that in the event of an emergency situation, defined for purposes of this Franchise as a condition posing an imminent threat to property, life, health, or safety of any person or entity, the City shall give Franchisee written notice as soon as practicable; and

(b) At least forty five (45) days prior to commencing the project, provide Franchisee with copies of pertinent portions of the plans and specifications for the improvement project and a proposed location for Franchisee's Facilities so that Franchisee may relocate its Facilities in other City Rights-of-Way in order to accommodate such improvement project; and

(c) After receipt of such notice and such plans and specifications, Franchisee shall complete relocation of its Facilities at least ten (10) days prior to commencement of the City's project at no charge or expense to the City, except as otherwise provided by law. Relocation shall be accomplished in such a manner as to accommodate the City's project.

5.5 Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. Such alternatives must be submitted to the City at least thirty (30) days prior to commencement of the project. The City shall evaluate the alternatives and advise Franchisee in writing if one or more of the alternatives are suitable to accommodate the work that would otherwise necessitate relocation of the Facilities. If so requested by the City, Franchisee shall submit at its sole cost and expense additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Franchisee full and fair consideration. In the event the City ultimately determines that there is no other reasonable or feasible alternative, Franchisee shall relocate its Facilities as otherwise provided in this Section 5.

5.6 The provisions of this Section 5 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

5.7 Franchisee will indemnify, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 18, against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities in a timely manner; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

5.8 Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon thirty (30) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

5.9 If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.2 through Section 5.5 the City

may perform such work or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 16.3 and Section 16.4.

5.10 The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6. Undergrounding of Facilities.

6.1 Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles. Additionally, Franchisee shall not be permitted to run or suspend wires, cables, or other facilities on existing poles, but shall lay wires, cables, or other facilities underground in the manner required by the City, except that in areas where other telecommunications service providers run or suspend wires, cables, or other facilities on existing poles, Franchisee shall be permitted to run or suspend wires, cables, or other facilities on existing poles. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of a permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense at such time as the City requires all other utilities, except electrical utilities, with aerial facilities in the area to convert them to underground installation. Unless otherwise permitted by the City, Franchisee shall underground its Facilities according to the City's Public Works Standards which apply to all new developments and subdivisions as well as City capital projects. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions where other utilities are to be constructed underground and any development or subdivision where utilities are currently underground. In all circumstances, Franchisee must comply with the provisions included in Gig Harbor Municipal Code Chapters 12.06 and 12.16.

6.2 Franchisee is obligated to comply with the requirements of Gig Harbor Municipal Code Section 12.18.090 describing when any street or sidewalk may be broken, cut, or otherwise compromised.

6.3 Whenever the City may require the undergrounding of the aerial utilities in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of all of the other affected utilities. The location of any relocated and underground utilities shall be approved by the City. Where other utilities are present

and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number of conduits of Franchisee's Facilities being undergrounded in comparison to the total number of conduits of all other utility facilities being undergrounded. This Section 6.3 shall only apply to the extent Franchisee has existing aerial utilities in the City or is specifically authorized to build aerial utilities by the City.

6.4 Within forty-eight (48) hours (excluding weekends and City-recognized holidays) following a request from the City, Franchisee shall locate underground Facilities by marking the location on the ground. The location of the underground Facilities shall be identified using orange spray paint, unless otherwise specified by the City, and within two (2) feet of the actual location.

6.5 Franchisee shall be entitled to reasonable access to open utility trenches unless those trenches include water/sewer/stormwater infrastructure, provided that such access does not interfere with the City's placement of utilities or increase the City's costs. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs of access to an open trench and any costs associated with the delay of the completion of a public works project.

6.6 Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 6.6. Franchisee may remove any underground cable from the Right-of-Way that has been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 5. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. If Franchisee ceases to use all or a portion of the underground cable and conduit in the Right-of-Way for a period of twelve consecutive months

or more, and such cable or conduit is not removed, then it shall be deemed abandoned and title thereto shall vest in the City at no cost to the City. Franchisee must apply and receive a permit, pursuant to Section 8.2, prior to any such removal of underground cable or conduit from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

6.7 The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of Franchisee's Facilities.

#### Section 7. Maps and Records.

7.1 After construction is complete, Franchisee shall provide the City with accurate copies of as-built plans and maps. These plans and maps shall be provided at no cost to the City, and shall include hard copies and digital files in GIS format that are acceptable to the City and delivered electronically. Franchisee shall provide such maps within ten (10) days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps and as-builts provided to the City. Franchisee shall provide the City with updated as-builts and maps at the conclusion of any material maintenance or modification of existing Facilities.

7.2 Within thirty (30) days of a written request from the City, Franchisee shall furnish the City with information sufficient to demonstrate: 1) that Franchisee has complied with all applicable requirements of this Franchise; and 2) that all taxes, including but not limited to sales, utility and/or telecommunications taxes due the City in connection with Franchisee's Services and Facilities have been properly collected and paid by Franchisee.

7.3 All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section 7.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise prohibited by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit

or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests. Nothing in this Section 7.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

#### Section 8. Work in the Rights-of-Way.

8.1 During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so as to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the Gig Harbor Municipal Code or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems. Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair, and in a manner suitable to the City. Additionally, Franchisee shall keep its Facilities free of debris and anything of



a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or any interference with City services. The provisions of this Section 8 shall survive the expiration of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

8.2 Whenever Franchisee shall commence work in any public Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its cable or equipment, it shall apply to the City for a permit to do so and shall comply with the requirements of the Gig Harbor Municipal Code Chapters 12.02, 12.08 and 12.18 along with the requirements listed in the City's Shoreline Master Program which was adopted through Ordinance 1278 and available from the City's website. In addition, Franchisee shall give the City at least one working day prior written notice of its intent to commence work in the Rights-of-Way. During the progress of the work, Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by Franchisee in the area shall be performed in accordance with applicable City standards and specifications and warranted for a period of two (2) years. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise or in the Gig Harbor Municipal Code.

8.3 If either the City or Franchisee shall at any time plan to make excavations in any area covered by this Franchise and as described in this Section 8.3, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use shall not unreasonably delay the work of the party causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties and in accordance with the applicable codes, rules and regulations; and

(c) To the extent reasonably possible, the Franchisee shall, at the direction of the city, cooperate with the City and provide other franchisees with the opportunity to utilize joint or shared excavations in order to minimize disruption and damage to the right-of-way as well as to minimize traffic related impacts.

(d) Either party may deny such request for safety reasons.

8.4 Except for emergency situations, Franchisee shall give at least seven (7) days' prior notice of intended construction to residents in the affected area. Such notice shall contain the dates, contact number, nature and location of the work to be performed. At least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property, Franchisee shall physically post a notice on the property indicating the nature and location of the work to be performed. Door hangers are permissible methods of notifications to residents. Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Following performance of the work, Franchisee shall restore the private property as nearly as possible to its condition prior to construction, except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

8.5 Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 8.5 shall only apply to the extent necessary to protect above ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming, except in emergency situations, is to be done after the explicit prior written notification of the City and at the expense of Franchisee. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not owned by the City. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by

trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, unless otherwise approved by the Public Works Director or his/her designee.

8.6 Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated as ordered by the City to minimize public inconvenience, disruption, or damages.

8.7 Franchisee acknowledges that it, and not the City, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC") with respect to Franchisee's Facilities, if applicable. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may, upon at least forty-eight (48) hours' prior written notice to Franchisee, either terminate this Franchise immediately if the equipment is not brought into compliance by the expiration of such notice period or may proceed to cure the conditions of noncompliance at Franchisee's expense, and collect all reasonable costs from Franchisee in accordance with the provisions of Section 16.3 and Section 16.4.

8.8 The granting of this Franchise shall not preclude the City, its accredited agents or its contractors, from blasting, grading or doing other necessary road work contiguous to the Franchisee's improvements. The City shall provide Franchisee with twenty-four (24) hours written notice of any blasting, grading, excavating or doing other necessary road work contiguous to Franchisee's improvement.

Section 9. One Call Locator Service. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities nor for interruptions in service to Franchisee's customers that are a direct result of

Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 10. Safety Requirements.

10.1 Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, which shall include Gig Harbor Municipal Code Chapter 12.18 and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

10.2 If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 16.3 and Section 16.4.

10.3 Additional safety standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

10.4 Unsafe Conditions and Nuisances in the Rights-of-Way. Franchisee shall comply with any order issued by the Public Works Director or his/her designee regarding the correction or discontinuance of an unsafe, nonconforming or unauthorized condition within the Rights-of-Way and any stop work orders.

Section 11. Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall: Be in writing;

- (b) Be given to the person doing the work or posted on the work site;
- (c) Be sent to Franchisee by overnight delivery;
- (d) Indicate the nature of the alleged violation or unsafe condition; and
- (e) Establish conditions under which work may be resumed.

Section 12. Work of Contractors and Subcontractors. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 13. City Conduit. Except in emergency situations, Franchisee shall inform the Public Works Director with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit, and related structures necessary to access the conduit pursuant to and subject to RCW 35.99.070. Such notification shall be in addition to the requirement to apply for and obtain permits pursuant to Section 8.2 and Gig Harbor Municipal Code Section 12.18.290.

Section 14. Restoration after Construction.

14.1 Franchisee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 20, at Franchisee's own cost and expense, promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to a condition "as good as" or "better" than the condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee. All trees, landscaping and grounds removed, damaged or disturbed as a result of the installation, construction, relocation, maintenance or repair, shall be replaced or restored, at Franchisee's cost and expense, in "as good as" or "better" than the condition the Rights-of-Way were in immediately prior to any such work. The Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (Chapter 332-120 WAC), and local standards and specifications. Any excavation work performed by Franchisee shall comply with the requirements of Gig Harbor Municipal Code chapter 12.08.

14.2 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the permits issued by the City, should any be required. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards and warranted for a period of two (2) years and for undiscovered defects as is standard and customary for this type of work.

14.3 If conditions (e.g. weather) make the complete restoration required under Section 14 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

14.4 In the event Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time agreed to by the Public Works Director, or his/her designee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an itemized invoice to Franchisee in accordance with the provisions of Section 16.3 and Section 16.4. In addition, and pursuant to Section 16.3 and Section 16.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work.

14.5 The provisions of this Section 14 shall survive the expiration or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the City's standards.

#### Section 15. Emergencies.

15.1 In the event of any emergency in which any of Franchisee's Facilities located in or under any street endangers the property, life, health, or safety of any person, entity or the City, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any person, entity or the City, Franchisee shall immediately take the proper emergency measures to repair its Facilities and to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of any person, entity or the City, without first applying for and obtaining a permit as required by this Franchise. Franchisee shall notify the City, verbally or in writing, as soon as practicable following the onset of the emergency. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than forty-eight hours after beginning emergency work in the Rights-of Way. The City retains the right and privilege to cut or move any Facilities located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If the City becomes aware of an emergency before the Franchisee, then the City shall notify Franchisee by

telephone promptly upon learning of the emergency and shall exercise reasonable efforts to avoid an interruption of Franchisee's operations.

15.2 Whenever the construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, an adjoining public place, street utilities, City property, Rights-of-Way, or private property (collectively "Endangered Property") or endangers the public, the Public Works Director or his/her designee, may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the Endangered Property or the public, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if an emergency situation exists that requires immediate action before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the Endangered Property and take such reasonable actions as are necessary to protect the Endangered Property or the public. Franchisee shall be liable to the City for the costs of any such repairs in accordance with the provisions of Sections 16.3 and 16.4.

15.3 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by the gross negligence or willful acts of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 15 except to the extent caused by the gross negligence or willful acts of the City, its employees, contractors, or agents.

#### Section 16. Recovery of Costs.

16.1 Franchisee shall pay a grant fee in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500) for the City's legal costs incurred in drafting and processing this Franchise and all work related thereto. No construction permits shall be issued for the installation of Facilities authorized until such time as the City has received payment of the grant fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses



for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 16.3.

16.2 In addition to Section 16.1, Franchisee shall promptly reimburse the City in accordance with the provisions of Sections 16.3 and 16.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

16.3 Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Rights-of-Way as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.

16.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 17. Franchise Fees and Utility Taxes.

17.1 Franchisee represents that its Services, as authorized under this Franchise, are a telephone business as defined in RCW 82.16.010, or that it is a service provider as used in RCW 35.21.860 and defined in RCW 35.99.010. As a result, the City will not impose franchise fees under the terms of this Franchise. The City reserves its right to impose a franchise fee on Franchisee if Franchisee's Services as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or if statutory prohibitions on the imposition of such fees are otherwise removed. The City also reserves its right to require that Franchisee obtain a separate franchise for a change in use, which franchise may include provisions intended to regulate Franchisee's operations as allowed under applicable law. Nothing contained within this Franchise shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

17.2 Franchisee acknowledges that its operation with the City constitutes a telephone business subject to the tax imposed pursuant to the Gig Harbor City Code Section 3.16.060. Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telecommunication business and that Franchisee shall pay to the City the rate applicable to such taxable services under Gig Harbor City Code Chapter 3.16, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Gig Harbor City Code Chapter 3.16 as may be permitted by law.

Section 18. Indemnification.

18.1 Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise.

18.2 Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any

of its obligations under this Section 18. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

18.3 The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 18.3. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

18.4 The parties acknowledge that this Franchise is subject to RCW 4.24.115. Accordingly, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, its

officers, officials, employees, and volunteers, Franchisee's liability shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

18.5 Notwithstanding any other provisions of this Section 18, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any grossly negligent, willful, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

18.6 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise.

#### Section 19. Insurance.

19.1 Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Franchisee, its agents, representatives or employees. Franchisee shall require that every subcontractor maintain insurance coverage and policy limits consistent with this Section 19. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement

to the City for its inspection at the time of or prior to acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits no less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage.

(b) Commercial General Liability insurance, written on an occurrence basis with limits no less than \$3,000,000 combined single limit per occurrence and \$5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; premises; operations; independent contractors; stop gap liability; personal injury; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

(c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. No deductible is presently required for this insurance; and

(d) Umbrella liability policy with limits not less than \$10,000,000 per occurrence and in the aggregate.

19.2 Any deductibles or self-insured retentions must be declared to and approved by the City. Such approval shall not be unreasonably withheld or delayed. The City acknowledges that Franchisee's current deductibles are subject to change based on business needs and the commercial insurance market. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Additionally, Franchisee shall pay all premiums for the insurance on a timely basis. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 19. Franchisee's umbrella liability insurance policy provides "follow form" coverage over its primary liability insurance policies.

19.3 The insurance policies, with the exception of Workers' Compensation obtained by Franchisee shall name the City, its officers, officials, employees, agents, and volunteers ("Additional Insureds"), as an additional insured with regard to activities performed by or on behalf of Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought,

except with respect to the limits of the insurer's liability. Franchisee shall provide to the City prior to or upon acceptance either (1) a true copy of the additional insured endorsement for each insurance policy required in this Section 19 and providing that such insurance shall apply as primary insurance on behalf of the Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's insurance shall be primary insurance with respect to the Additional Insureds, and the endorsement should specifically state that the insurance is the primary insurance. Any insurance maintained by the Additional Insureds shall be in excess of Franchisee's insurance and shall not contribute with it.

19.4 Franchisee is obligated to notify the City of any cancellation or intent not to renew any insurance policy, required pursuant to this Section 19, thirty (30) days prior to any such cancellation. Within five (5) days prior to said cancellation or intent not to renew, Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section 19. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this Section 19 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 22 below. Notwithstanding the cure period described in 22.1 and 22.2, the City may pursue its remedies immediately upon a failure to furnish replacement insurance.

19.5 Franchisee's maintenance of insurance as required by this Section 19 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

Section 20. Abandonment of Franchisee's Telecommunications Network. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within ninety (90) days of receiving written notice from the Public Works Director or his/her designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Notwithstanding the above, the City may permit Franchisee's improvements to be abandoned and placed in such a

manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City. Any Facilities that are not permitted to be abandoned in place and that are not removed within thirty (30) days of receipt of City's notice shall automatically become the property of the City. Provided, however, that nothing contained within this Section 20 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place. The provisions of this Section 20 shall survive the expiration, revocation, or termination of this Franchise.

### Section 21. Bonds.

21.1 Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety acceptable to the City equal to at least 125% of the estimated value of the work and the estimated cost to restore existing improvements as determined by the Public Works Director. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Warranty Bond as described in Section 21.2. Compliance with the performance deposit requirements described in the Gig Harbor Municipal Code Section 12.06.100 shall satisfy the provisions of this Section 21.1.

21.2 Franchisee shall furnish a two-year warranty bond ("Warranty Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on the Facilities within the Rights-of-Way. The Warranty Bond amount will be equal to fifteen percent (15%) of the actual construction costs. The Warranty Bond in this Section 21.2 must be in place prior to City's release of the Performance Bond required by Section 21.1. Compliance with the warranty deposit requirements described in the Gig Harbor Municipal Code Section 12.06.100 shall satisfy the provisions of this Section 21.2.

21.3 Franchisee shall provide City with a bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise, following written notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of Facilities. Franchisee specifically agrees that its failure to comply with the terms of this Section 21.3 shall constitute a material breach of this Franchise, subject to the notice and cure provisions of Section 22.2. Franchisee further agrees to replenish the Franchise Bond within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the Franchise Bond. The amount of the Franchise Bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 22. Remedies to Enforce Compliance.

22.1 In addition to any other remedy provided in this Franchise, the City reserves the right to pursue any remedy available at law or in equity to compel or require Franchisee and/or its successors and assigns to comply with the terms of this Franchise and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation for breach of the conditions. In addition to any other remedy provided in this Franchise, Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the City, its officers, employees, volunteers, contractors and other agents and representatives, to comply with the terms of this Franchise. Further, all rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to either the City or Franchisee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as provided by law, equity or otherwise, and nothing contained in this Franchise shall be deemed or construed to affect any such waiver. The parties reserve the right to seek and obtain injunctive relief with respect to this Franchise to the extent authorized by applicable law and that the execution of this Franchise shall



not constitute a waiver or relinquishment of such right. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

22.2 If either party violates or fails to comply with any of the provisions of this Franchise, or a permit issued as required by Section 8.2, or should it fail to heed or comply with any notice given to such party under the provisions of this Franchise (the "Defaulting Party"), the other Party (the "Non-defaulting Party") shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the Non-defaulting Party reasonably determines the breach cannot be cured within thirty (30) days, the Non-defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not comply with the specified conditions, the Non-defaulting Party may pursue any available remedy at law or in equity as provided in Section 22.1 above, or in the event Franchisee has failed to timely cure the breach, the City, at its sole discretion, may elect to (1) revoke this Franchise pursuant to Section 23, (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against Franchisee (and collect from the Franchise Bond if necessary), or (3) extend the time to cure the breach if under the circumstances additional time is reasonably required. Liquidated damages described in this Section 22.2 shall not be offset against any sums due to the City as a tax or reimbursement pursuant to Section 16. Nothing in this Franchise shall be construed as limiting any remedies that the City may have, at law or in equity, from enforcement of this Franchise.

#### Section 23. Revocation.

If Franchisee willfully violates or fails to comply with any material provisions of this Franchise, then at the election of the Gig Harbor City Council after at least thirty (30) days written notice to Franchisee specifying the alleged violation or failure, the City may revoke all rights conferred and this Franchise may be revoked by the Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within

thirty (30) days after the hearing, the Gig Harbor City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Gig Harbor City Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Gig Harbor City Council does not grant any additional period, the Gig Harbor City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 24. Non-Waiver. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such covenants, agreements, or option or any other covenants, agreements or option.

Section 25. Police Powers and City Regulations. Nothing within this Franchise shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise and the franchises of similarly-situated entities, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations, consistent with 47 U.S.C. § 253, the location, elevation, manner of construction, and maintenance of any Facilities by Franchisee and other similarly-situated franchisees, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. The City reserves the right to promulgate any additional regulations of general applicability as it may find necessary in the exercise of its lawful police powers consistent with 47 U.S.C. § 253. In the event of a conflict between the provisions of this Franchise and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over this Franchise.

Section 26. Cost of Publication. The cost of publication of this Franchise shall be borne by Franchisee.

Section 27. Acceptance. This Franchise may be accepted by Franchisee by its filing with the City Clerk of an unconditional written acceptance, within thirty (30) days from the City's

execution of this Franchise, in the form attached as Exhibit B. Failure of Franchisee to so accept this Franchise shall be deemed a rejection by Franchisee and the rights and privileges granted shall cease. In addition, Franchisee shall file the certificate of insurance and the additional insured endorsements obtained pursuant to Section 19, any Performance Bonds, if applicable, pursuant to Section 21.1, and the Franchise Bond required pursuant to Section 21.3, and the costs described in Section 16.1.

Section 28. Survival. All of the provisions, conditions, and requirements of Section 5, Section 6, Section 7, Section 8, Section 14, Section 15, Section 17, Section 18, Section 19, Section 20, Section 21, and Section 29 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive this Franchise, and any renewals or extensions, to the extent provided for in those sections. All of the provisions, conditions, regulations, and requirements contained in this Franchise shall further be binding upon the successors, executors, administrators, legal representatives, and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its successors and assigns equally as if they were specifically mentioned where Franchisee is named.

Section 29. Changes of Ownership or Control.

29.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless approved in writing by the City, which approval shall not be unreasonably withheld, conditioned or delayed. The above notwithstanding, Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 29.2 below, or for collateral security purposes. Franchisee shall provide prompt, written notice to the City of any such assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 29, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

29.2 Any transactions that singularly or collectively result in a change of more than fifty percent (50%) of the: ultimate ownership or working control of Franchisee, ownership or working control of the Facilities, ownership or working control of affiliated entities having ownership or working control of Franchisee or of the Facilities, or of control of the capacity or bandwidth of Franchisee's Facilities, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval if there is a change in control as described in the preceding sentence. Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. The City shall approve or deny such request for an assignment or transfer requiring City's consent within one-hundred twenty (120) days of a completed application from Franchisee, unless a longer period of time is mutually agreed to by the parties or when a delay in the action taken by the City is due to the schedule of the City Council and action cannot reasonably be obtained within the one hundred twenty (120) day period. In the event that the City adopts a resolution denying its consent and such change, transfer, or acquisition of control has been affected, the City may revoke this Franchise, following the revocation procedure described in Section 23 above. The assignee or transferee must have the legal, technical, financial, and other requisite qualifications to own, hold, and operate Franchisee's Services. Franchisee shall reimburse the City for all direct and indirect costs and expenses reasonably incurred by the City in considering a request to transfer or assign this Franchise, in accordance with the provisions of Section 16.3 and Section 16.4, and shall pay the applicable application fee.

29.3 Franchisee may, without prior consent from the City: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user interest in the Facilities, or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise, and Franchisee shall furnish, upon request from the City, a copy of any such lease or agreement, provided that Franchisee may redact the name, street address (except for City and zip code), Social Security Numbers, Employer Identification Numbers or similar identifying information, and other information considered confidential under applicable laws provided in such lease or agreement, and the lessee complies, to the extent applicable, with the requirements of this Franchise and applicable City codes. Franchisee's obligation to remain fully responsible for compliance with the terms under

this Section 29.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

Section 30. Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter within this Franchise and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 31. Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of Franchisee's Facilities for the fair market value. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 32. Vacation. If at any time the City, by ordinance and in accordance with applicable laws, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The City shall use reasonable efforts to reserve an appurtenant easement for public utilities within the vacated portion of the Rights-of-Way within which Franchisee may continue to operate existing Facilities under the terms of this Franchise for the remaining period of the term set forth in Section 1.1. Notwithstanding the preceding sentence, the City shall incur no liability for failing to reserve such easement. The City shall notify Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area. The City may, after sixty (60) days' written notice to Franchisee, terminate this Franchise with respect to such vacated area.

Section 33. Notice. Any notice or information required or permitted to be given to the parties under this Franchise shall be sent to the following addresses unless otherwise specified by personal delivery, overnight mail by a nationally recognized courier, or by U.S. certified mail, return receipt requested and shall be effective upon receipt or refusal of delivery:

CITY OF GIG HARBOR  
Attn: City Clerk  
3510 Grandview Street  
Gig Harbor WA 98335  
Telephone: 253-851-8136

Astound Broadband, LLC  
401 Kirkland Parkplace, Suite 500  
Kirkland, WA 98033  
Attn: Steve Weed, CEO and  
Byron Springer, EVP  
Telephone: 425-896-1891

Section 34. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 35. Compliance with all Applicable Laws. Each party agrees to comply with all applicable present and future federal, state, and local laws, ordinances, rules, and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. The City reserves the right at any time to amend this Franchise to conform to any enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation, when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws, but only upon providing Franchisee with thirty (30) days' written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations regarding the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 36. Attorney Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, each party shall pay all its legal costs and attorney fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this section shall be construed to limit the City's right to indemnification under Section 18 of this Franchise.

Section 37. Hazardous Substances. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors, or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, costs, and

liabilities including reasonable attorney fees and costs, arising out of or in connection with the cleanup or restoration of the property to the extent caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage, or disposal of such substances by Franchisee's agents, contractors, or other persons acting under Franchisee's control, whether or not intentional.

Section 38. Licenses, Fees and Taxes. Prior to constructing any Facilities or providing Services within the City, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay all applicable taxes on personal property and Facilities owned or placed by Franchisee in the Rights-of-Way and shall pay all applicable license fees, permit fees, and any applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees properly imposed by the City under this Franchise.

Section 39. Miscellaneous.

39.1 The City and Franchisee respectively represent that their respective signatories are duly authorized and have full right, power, and authority to execute this Franchise on such party's behalf.

39.2 This Franchise shall be construed in accordance with the laws of the State of Washington. The United States District Court for the Western District of Washington, and Pierce County Superior Court have proper venue for any dispute related to this Franchise.

39.3 Section captions and headings are intended solely to facilitate the reading of this Franchise. Such captions and headings shall not affect the meaning or interpretation of the text within this Franchise.

39.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

39.5 Franchisee shall be responsible for obtaining all other required approvals, authorizations, and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty, or covenant whether any of the foregoing approvals, authorizations, or agreements are required or have been obtained by Franchisee.

39.6 This Franchise is subject to all applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations.

39.7 There are no third party beneficiaries to this Franchise.

39.8 This Franchise may be enforced at both law and in equity.

Section 40. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; ordinance, section or subsection numbering; or references to other local, state or federal laws, codes, rules, or regulations.

Section 41. Effective Date. This ordinance shall take effect and be in force five (5) days from and after its passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR THIS 23<sup>rd</sup> DAY OF MAY, 2016;  
AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 23<sup>rd</sup> DAY OF MAY, 2016.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela G. Summerfield

FILED WITH THE CITY CLERK: 05/04/16  
PASSED BY THE CITY COUNCIL: 05/23/16  
PUBLISHED: 05/26/16  
EFFECTIVE DATE: 05/31/16  
ORDINANCE NO: 1336



## EXHIBIT A

Services: Telecommunications services, private line, internet access services, dark fiber services and lit fiber services.





EXHIBIT B

STATEMENT OF ACCEPTANCE

Astound Broadband, LLC d/b/a Wave ("Astound") for itself, its successors and assigns, accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached and incorporated by this reference. Astound declares that it has carefully read the terms and conditions of this Franchise and unconditionally accepts all of the terms and conditions of the Franchise and agrees to abide by such terms and conditions. Astound has relied upon its own investigation of all relevant facts and it has not been induced to accept this Franchise and it accepts all reasonable risks related to the interpretation of this Franchise.

Astound Broadband, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

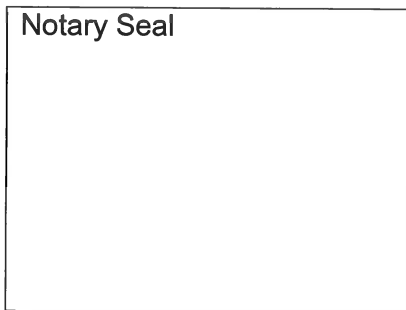
Date: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WASHINGTON                    )  
  )SS.  
COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of  
Washington  
My appointment expires: \_\_\_\_\_



## Business of the City Council City of Gig Harbor, WA

**Subject:** Second Reading of Ordinance  
Extending Franchise Agreement – CenturyLink.

**Proposed Council Action:** Adopt Ordinance  
No. **1337** extending the existing Franchise  
Agreement with CenturyLink.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm, PE  
Public Works Director *ADX*

**For Agenda of:** May 23, 2016

**Exhibits:** Final Ordinance

Initial &  
Date

**Concurred by Mayor:** *JG 5-18-16*  
**Approved by City Administrator:** *RON W 5/18/16*  
**Approved as to form by City Atty:** *VIA EMAIL 5/18/16*  
**Approved by Finance Director:** *DR 5/18/16*  
**Approved by Department Head:** *ADX 5/18/16*

<b>Expenditure Required</b>	See Fiscal Consideration	<b>Amount Budgeted</b>	\$ 0	<b>Appropriation Required</b>	\$ 0
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### INFORMATION/BACKGROUND

The City is authorized through state and federal statutes to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems. The City's authority to grant franchises for the use of its streets and other public properties is contained within Chapter 12.18 GHMC. These franchises, including franchises for telecommunications services, allow the City to regulate services within the City boundaries through its authority over its public rights-of-way and by other City powers and authority.

CenturyTel of Washington, Inc. d/b/a CenturyLink operates telecommunications facilities in the City of Gig Harbor under a Franchise that was first signed in March of 1992 for the purposes of providing telephone and Internet services in and through the City of Gig Harbor. Both CenturyLink and City staff desire to negotiate a new franchise and do not wish to interrupt service to the City. This extension will provide the parties the time necessary to negotiate the franchise extension without interrupting service. The

If this franchise extension is approved, CenturyLink will still be required to obtain all appropriate permits and approvals prior to any construction, modification or installation of facilities in the right-of-way.

Franchise ordinances must go through two readings for adoption. Today is the second reading.

### FISCAL CONSIDERATION

Consistent with RCW 35.21.860, the City will request recovery of actual administrative expenses associated with approving the franchise. CenturyLink will pay all fees for any necessary permits and CenturyLink customers will pay the City's standard utility taxes.

**BOARD OR COMMITTEE RECOMMENDATION**

None at this time.

**RECOMMENDATION/MOTION**

Adopt Ordinance No. 1337 extending the existing Franchise Agreement with CenturyLink.

**ORDINANCE NO. 1337**

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, GRANTING A TELECOMMUNICATIONS  
FRANCHISE EXTENSION TO CENTURYTEL OF  
WASHINGTON, INC. d/b/a CENTURLINK, HEREAFTER  
“CENTURLINK,” AND FIXING AN EFFECTIVE DATE.**

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WHEREAS, the City of Gig Harbor (the “City”) granted a telecommunications franchise to Telephone Utilities of Washington, Inc. d/b/a PTI Communications Company, Inc. by way of Ordinance No. 620 in effective March, 2, 1992 (the “Franchise”); and

WHEREAS, Telephone Utilities of Washington, Inc. changed its name to CenturyTel of Washington, Inc. d/b/a CenturyLink on April 17, 1998; and

WHEREAS, CenturyTel of Washington, Inc. d/b/a CenturyLink operates the telecommunications facilities in the City of Gig Harbor under the Franchise for the purposes of providing telephone and Internet services in and through the City of Gig Harbor; and

WHEREAS, the Franchise granted by Ordinance No. 620 expired on March 31, 2016; and

WHEREAS, both the City and CenturyLink desire to negotiate a new franchise but do not desire to interrupt service in the City; and

WHEREAS, CenturyLink and the City find it mutually beneficial to extend the existing Franchise for a reasonable period of time in order to promote and facilitate an orderly franchise negotiation and renewal process; and

WHEREAS, neither party waives any right which it enjoys under law as a result of agreeing to this extension.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Franchise Extension. The term of the telecommunications franchise granted under Ordinance No. 620 (the “Franchise”) is hereby extended up to and through April 1, 2017, or until such time as the parties agree upon terms of a franchise that is enacted

by further ordinance and supersedes this Ordinance, whichever occurs sooner.

Section 2. Compliance with Franchise Terms. As a condition of the extension granted by this Ordinance, CenturyLink shall provide its written and acknowledged acceptance and promise to continue complying with all provisions, terms and conditions of the Franchise during this extension period except to the extent the conditions of the Franchise conflict with existing federal or state law, including Chapter 35.99 of the Revised Code of Washington and/or the Communications Act of 1934, as amended by the Telecommunications Act of 1996, 47 U.S.C. § 151 *et seq* (collectively, "Applicable Law"). By the adoption of this Ordinance, the City agrees to continue complying with all provisions, terms and conditions of the Franchise during the extension period to the extent required by Applicable Law. All previous provisions in Ordinance No. 620 shall remain in effect throughout the duration of the Franchise extension as identified in this Ordinance, except for the provision for the duration of the Franchise which will be extended to April 1, 2017, and except for such terms as may be in conflict with Applicable Law. It is the intent of this extension to cover the period from March 31, 2016, the expiration date of the last extension, through and including April 1, 2017.

Section 3. Performance Bond and Insurance. The Performance Bond and insurance policies provided by CenturyLink pursuant to the Franchise shall remain in effect during the extension period.

Section 4. Acceptance. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by CenturyLink in the form of a written instrument, executed and sworn to by a duly-authorized representative of CenturyLink before a Notary Public, and filed with the City within sixty (60) days after the effective date of this Ordinance.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Effective Date. This ordinance shall take effect five (5) days after the passage and publication of an approved summary thereof consisting of the title. This extension is expressly conditioned upon the City's receipt of CenturyLink's written acceptance as described in Section 4.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor,



this 23rd day of May, 2016.

CITY OF GIG HARBOR

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Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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Angela G. Summerfield

FILED WITH THE CITY CLERK: 05/04/16  
PASSED BY THE CITY COUNCIL: 05/23/16  
PUBLISHED: 05/26/16  
EFFECTIVE DATE: 05/31/16  
ORDINANCE NO: 1337

## ACKNOWLEDGEMENT OF EXTENSION OF FRANCHISE

This Acknowledgement of Extension of Franchise is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between CenturyLink (formerly known as Telephone Utilities of Washington, Inc. and PTI Communications Company, Inc.) ("CenturyLink") and the City of Gig Harbor, Washington, a Washington municipal corporation (the "City").

Whereas, the City conferred a franchise on Telephone Utilities of Washington, Inc., d/b/a PTI Communications Company, Inc. in Ordinance No. 620 (the "Franchise"); and

Whereas, Telephone Utilities of Washington, Inc. changed its name to CenturyTel of Washington, Inc. d/b/a CenturyLink on April 17, 1998; and

Whereas, CenturyTel of Washington, Inc. d/b/a CenturyLink operates the telecommunications facilities in the City of Gig Harbor under the Franchise for the purposes of providing telephone and Internet services in and through the City of Gig Harbor; and

Whereas, the parties wish to agree to extend the franchise and acknowledge the continued effect of the franchise up to and through April 1, 2017;

Now, Therefore, CenturyLink and the City acknowledge and agree as follows:

1. Term. The Franchise is hereby acknowledged and agreed to be extended up to and through April 1, 2017 or until such time as the City has adopted a new franchise ordinance, whichever occurs sooner.

2. Ratification. All terms and conditions of the Franchise are hereby ratified and confirmed, except for the provision for the duration of the Franchise which is hereby extended to April 1, 2017, and except for such terms as may be in conflict with Applicable Law (as defined in the franchise extension, Ordinance \_\_\_\_). CenturyLink hereby accepts and promises to comply with all such provisions, terms and conditions of the Franchise during the extension period, and shall maintain during this extended term the Performance Bond and insurance policies as described in the Franchise.

CENTURYTEL OF WASHINGTON, INC. d/b/a CENTURYLINK

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name legibly printed or stamped)

(Seal or stamp)

Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.



Business of the City Council
City of Gig Harbor, WA

Subject: Impact Fee Deferral – Professional Services Contract Amendment No.1, Transportation Systems Inc.

Proposed Council Action:

Approve and authorize the Mayor to execute the First Amendment to Professional Services Contract with Transportation Systems, Inc., in an amount not to exceed \$9,850.00.

Dept. Origin: Public Works

Prepared by: Steve Misiurak, City Engineer

For Agenda of: May 23, 2016

Exhibits: Professional Services Contract Amendment Exhibits A & B

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Approved by City Engineer:

Initial & Date

Handwritten initials and dates: JB 5-18-16, RW 5/18/16, by email 5-18-16, CP 5/18/16, [Signature] 5/18/16, [Signature] 5-18-16

Table with 4 columns: Expenditure Required (\$9,850.00), Amount Budgeted (\$0), Appropriation Required, and \$0.

INFORMATION / BACKGROUND

In 2015, the state legislature enacted ESB 5923, which requires counties, cities, and towns to adopt a deferral system for the collection of impact fees for new single-family detached and attached residential construction. The deadline for most of the new law's provisions is September 1, 2016.

- 1. Final inspection;
2. Issuance of the certificate of occupancy or equivalent certification; and/or
3. The closing of the first sale of the property.

TSI was selected as the most qualified firm to assist the City in developing the impact fee deferral program required by the 2015 legislation as the current principal, Victor Salemann, was the principal author of the City's last traffic impact fee update implemented several years ago.

FISCAL CONSIDERATION

Sufficient funds exist with the City street operations fund to fund this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Approve and authorize the Mayor to execute the First Amendment to Professional Services Contract with Transportation Systems, Inc., in an amount not to exceed \$9,850.00.

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
TRANSPORTATION SYSTEMS, INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated June 23, 2014 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Transportation Systems, Inc., a Corporation organized under the laws of the State of Washington (hereafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing the City of Gig Harbor 2035 Model, Impact Fee, and Transportation Plan Update and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

**1. Scope of Work.** Section 1 of the Agreement is amended to add the work as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

**2. Payment.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Nine Thousand, Eight Hundred, Fifty Dollars and Zero Cents (\$9,850.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

**3. Duration of Work.** Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2017.

[Remainder of page intentionally left blank.]

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Scope of Work  
City of Gig Harbor  
Impact Fee Deferral System**

**General**

Counties, cities, and towns collecting impact fees must, by September 1, 2016, adopt and maintain a system for the deferred collection of impact fees for single-family detached and attached residential construction. The deferral system must include a process by which an applicant for a building permit for a single-family detached or attached residence may request a deferral of the full impact fee payment. The deferral system offered by a county, city, or town under this subsection (3) must include one or more of the following options:

- (A) Deferring collection of the impact fee payment until final inspection;
- (B) Deferring collection of the impact fee payment until certificate of occupancy or equivalent certification; or
- (C) Deferring collection of the impact fee payment until the time of closing of the first sale of the property occurring after the issuance of the applicable building permit.

**Services to be provided by TSI**

TSI will in conjunction with the City, develop a formal impact fee deferral system consistent with RCW 82.02.050 (3)(a)(i).

**Task 1 Project Management**

TSI will provide ongoing project management services for the duration of the agreement including:

- Project setup
- Project filing
- Monthly invoicing including hours worked by staff and direct expenses
- Monthly progress reports including progress to date, anticipated next tasks, challenges encountered, and potential out of scope or changed conditions
- Weekly coordination calls with City project manager
- Project close out and archiving

**Task 2 Public Works Committee Meeting 1 and Planning Commission Meeting Update**

TSI will meet and provide a presentation with the Committee members to discuss the requirements and available options associated with RCW 82.02.050 (3)(a)(i) and establish direction and steps forward for adoption of the Impact Fee Deferral System.

- PW Committee – June 13, 2016
- Planning Commission – June 16, 2016

**Task 3 Draft Impact Fee Deferral System**

TSI will draft the ordinance language necessary for an amendment to the City's Impact Fee Code and identify steps and procedures at the staff level to implement the Impact Fee Deferral program consistent with the Public Works Committee direction received in Task 2. The draft will be provide for review by City staff and legal Counsel. Comments will be addressed and the proposed language for presentation the Public Works Committee will be finalized.



**Task 4 Public Works Committee Meeting 2**

The proposed Impact Fee Deferral system will be presented to the Public Works Committee for review prior to attendance and presentation to the full City Council. Comments received will be addressed and the final language will be prepared for full City Council Adoption.

- PW Committee Special Meeting July 14
- Planning and Building Committee July 18

**Task 5 Presentation to City Council and Public Hearing**

The proposed Impact Fee Deferral system will be presented to the full City Council for review and hearing. Any changes required as a result of Council deliberation or public comments will be incorporated into the final version for adoption. TSI will be present at both the first and second reading of the Ordinance adopting this new deferral program.

- First Reading July 25, 2016
- Second Reading August 8, 2016

**Task 6 Additional Meetings (Optional)**

Meetings beyond those include in Task 1-5 will be considered extra work and billed on a Time and Materials basis, subject to prior authorization by the City.

**Task 7 SEPA checklist and intergovernmental coordination.**

Assist in completion of the SEPA checklist and responds to questions that may arise from the Dept. of Commerce Review.

Exhibit B

Transportation Solutions Inc.  
 Fee Estimate  
 City of Gig Harbor  
 Impact Fee Deferral System

Task(s)	Estimated Hours							Task Hours	Task Cost
	PIC \$225.00	PIC VLS \$235.00	Sr. Engr ALB \$180.00	Engr \$130.00	Tech \$ 95.00	Admin \$ 95.00	Acct \$ 95.00		
Task 1 Project Management		2				2	2	6	\$ 850.00
Task 2 PW Committee Meeting 1 and PC Meeting 1		6						6	\$ 1,410.00
Task 3 Draft Impact Fee Deferral System		12				2		14	\$ 3,010.00
Task 4 PW Committee Meeting 2 and PB Meeting 1		6						6	\$ 1,410.00
Task 5 Presentation to City Council 1st and 2nd Reading		8						8	\$ 1,880.00
Task 6 Additional Meetings (Optional)		4						4	\$ 940.00
<b>Totals</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>44</b>	<b>\$ 9,500.00</b>

Expenses  
 Traffic Counts \$ -  
 Ferries and Mileage at IRS rate \$ 350.00  
**Total \$ 9,850.00**



## Business of the City Council City of Gig Harbor, WA

**Subject:** Low Impact Development Code  
GAP Analysis – Amendment #1 Consultant  
Services Contract with AHBL, Inc.

**Proposed Council Action:** Authorize the  
Mayor to execute an Amendment to the  
Consultant Services Contract with AHBL Inc., in  
an amount not to exceed \$28,588.00.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Trent Ward, PE *TW*  
Senior Engineer

**For Agenda of:** May 23, 2016

**Exhibits:** Amendment to Consultant  
Services Contract with Scope  
and Fee

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Director:**

**Approved by City Engineer:**

*JG 5-18-16*  
*Ron W 5/13/16*  
*by email 5.16.16*  
*5/18/16*  
*5/18/16*  
*5-17-16*

<b>Expenditure Required</b>	\$ 28,588.00	<b>Amount Budgeted</b>	\$ 100,000.00	<b>Appropriation Required</b>	\$0
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### INFORMATION/BACKGROUND

In accordance with the 2015 Stormwater Operating Objective, the City contracted with AHBL, Inc. to provide a comprehensive review of the City's Municipal Code as it relates to the City's continuing efforts to comply with the State's mandate to integrate Stormwater Low Impact Development (LID) techniques into the City's planning documents, development regulations and Public Works standards, which become effective December 31, 2016.

The intent of the code revisions is to make LID the preferred and commonly used approach for civil site development. The Gap Analysis emphasis will identify opportunities to minimize impervious surfaces, native vegetation loss, and stormwater runoff in a way that can be harmonized with the City's Comprehensive Plan and vision for the City, and to develop a NPDES permit compliant Operation and Maintenance verification of private stormwater facilities and stormwater Illicit Discharge Detection and Elimination (IDDE) program.

Amendment #1 authorizes AHBL, Inc. to review and prepare amendments to the "Ecology-equivalent" 2015 Pierce County Stormwater Manual and Site Development Manual to create a replacement to the City of Gig Harbor's Stormwater Management and Site Development Manual (2010) in order that the City may comprehensively implement LID revisions for all development activities and maintain "Ecology-equivalent" stormwater and site development standards as required by the City's NPDES permit.

**FISCAL CONSIDERATION**

This project is included in the City of Gig Harbor 2015/2016 Budget with a budgeted amount of \$100,000 from the Storm Water Operating Fund. The budget summary for this item is provided in the table below:

Project Funding:	
2015/2016 Budget Storm Water Operating, Objective 8	\$ 100,000.00
Gap Analysis Expenses:	
Project Report – AHBL, Inc.	(\$ 54,390.00)
Amendment #1 – AHBL, Inc.	(\$ 28,588.00)
	Total Remaining Budget: \$ 17,022.00

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute an amendment to the Consultant Services Contract with AHBL, Inc. in an amount not to exceed \$28,588.00.

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
AHBL, INC.**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated August 11, 2015 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and AHBL, Inc., a Corporation organized under the laws of the State of Washington (hereafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing the review of the City's Municipal Code as it relates to the City's continuing efforts to integrate Stormwater Low Impact Development techniques into the City's planning documents and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

**1. Scope of Work.** Section 1 of the Agreement is amended to add the work as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

**2. Payment.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Twenty Eight Thousand, Five Hundred, Eighty Eight Dollars and Zero Cents (\$28,588.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

**3. Duration of Work.** Section 3 of the Agreement is amended to extend the duration of this Agreement to March 1, 2017.

[Remainder of page intentionally left blank.]

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF GIG HARBOR  
STORMWATER LID INTEGRATION PROJECT  
SCOPE OF WORK – ADDITIONAL TASK**

**Task 4: Local Amendments to the 2015 Pierce County Stormwater Manual**

Under this task, AHBL staff will review and prepare amendments to the 2015 Pierce County Stormwater Management and Site Development Manual (PCSMSDM) to create a replacement to the City of Gig Harbor's Stormwater Management and Site Development Manual (2010) (GHSMSDM). We expect that this process will be similar to the process City staff followed in 2009 to create the 2010 GHSMSDM.

The following is our scope of work:

4.1 Review 2015 PCSMSDM and Summarize Proposed Amendments. AHBL staff will review and summarize the amendments we expect to make in the "Ecology-equivalent" 2015 PCSMSDM in a memorandum for City staff review to confirm the local modifications City staff would like made to the 2015 PCSMSDM to address the City's unique drainage conditions.

We expect that the revisions will include the following global amendments to the 2015 PCSMSDM:

- All references to Pierce County codes and regulations will be updated to reference the appropriate City codes and regulations.
- Change all references to the Phase I NPDES Municipal Stormwater Permit to the Phase II NPDES Municipal Stormwater Permit. This includes substantive differences between the permis.

We expect that we will need review and make the amendments as necessary to the 2015 PCSMSDM to address these specific issues:

- Review 2015 PCSMSDM Volume I, Appendix I-A – Example Maintenance Checklists and 2015 PCSMSDM Attachments – Section G – Covenants, Right-of-Way-Bond- and Assignment Forms, but keep existing City Stormwater and Maintenance Agreements. Gig Harbor's recently updated forms will be used in place of Pierce County's forms wherever possible.
- Remove direct discharge to Gig Harbor except in limited cases. Review amendments that the City of Des Moines made to its SWM to address direct discharge.
- Prepare details for infiltration and detention chambers. The details will be based on professional judgement from the review of details provided by leading manufacturers.
- Update 2015 PCSMSDM Volume IV, Chapter 6, Section 6.1 – Pierce County Codes and Ordinances to reflect the appropriate City Codes and Ordinances.
- Update 2015 PCSMSDM Volume IV, Chapter 7 – Quick References Phone Numbers and Web Sites to reflect the appropriate City phone numbers and web sites.
- Make sure that the revisions to 2015 PCSMSDM Volume VI – Comprehensive Low Impact Development Site Designs do not conflict with the existing and proposed revisions to the Gig Harbor Municipal Code.

- Update Stormwater Standards and Details in 2015 PCSMSDM Attachments – Sections A – Quantity Design Details, B – Quality Design Details, and C – Erosion and Sediment Control Plan Details, as necessary; to address the integration of LID principles and Green Stormwater Infrastructure (GSI) BMPs into the City’s codes and standards as is required under the Phase II NPDES Municipal Stormwater Permit.

*Schedule:*

1. Prepare and transmit a memorandum summarizing our proposed changes to the Pierce County Stormwater Manual to City staff by June 3, 2016. Prepare for and participate in a meeting with City staff to discuss the memorandum the week of June 10, 2016.
- 4.2 Prepare Amendments and 2017 GHSMSDM. After a meeting with City staff to review the memorandum prepared as part of Task 4.1 and confirm the proposed amendments, AHBL staff will make the amendments to the 2015 PCSMSDM to create the 2017 GHSMSDM.

AHBL staff will meet with City staff to review and discuss staff comments on the drafts.

*Schedule:*

1. 50% Draft review – Complete for City staff review by June 24, 2016 with a meeting with City staff to discuss comments the week of July 4, 2016.
  2. 90% Draft review – Complete for City staff review by July 15, 2016 with a meeting with City staff to discuss comments the week of July 25, 2016.
  3. 100% Draft review – Complete City staff review by August 12, 2016 with a meeting with City staff to discuss comments the week of August 15, 2016.
- 4.3 Meetings and Coordination with City Staff. AHBL staff will meet with City staff during the process at the times identified in Tasks 4.1 and 4.2 of the scope.

*Task 4 Assumptions:*

1. City staff will take up to one week to review draft materials.
2. There will be one point of contact from the City staff (City Project Manager) to one point of contact for AHBL (AHBL Project Manager) for all communication. If there is additional communication between City staff and AHBL staff, the project managers for both the City and AHBL will be included in that communication.
3. The City will provide the Consultant with Microsoft Word files for Pierce County’s Stormwater Manual.

*Task 4 Deliverables:*

1. Task 4.1 Memorandum
2. 50% Draft
3. 90% Draft



4. 100% Draft

**Task 5: Adoption Phase Services**

- 5.1 Assembly of Draft Amendment Package. AHBL staff will assemble the amendment package prepared under Task 4 for City Staff to prepare SEPA environmental and Department of Commerce review, and for consideration by the City Council and its Public Works Committee and Planning and Building Committee.

*Schedule:*

1. The 100% Draft of the Amendment Package will be completed as part of Task 4.2 and is expected to be complete after staff review by August 23, 2016.

- 5.2 Public Open House. AHBL staff will work with City staff to prepare for and attend one public open house to explain draft GHMSDM and take feedback.

*Schedule:*

1. Expected to occur around week of September 12, 2016

- 5.3 Staff Report. AHBL staff will prepare a staff report for use during the adoption phase. A first draft staff report will be provided to City staff for review at least three weeks before the first study sessions. The scope allows for one revision to the staff report and finalization of the staff report at least 10 days prior to the meetings.

*Schedule:*

1. AHBL will prepare a staff report by August 12, 2016 for City staff review.
2. One revision of the staff report will be complete by August 26, 2016.

- 5.4 Committee Review and Recommendation. AHBL staff will prepare for and attend up to two meetings/hearings with the City's Public Works Committee and the Planning and Building Committee to solicit comment and recommendation on the amendment package. Work under this task will include the preparation of materials (e.g., PowerPoint, boards, etc.) necessary to support the consideration of the amendment package by the committees and subsequent adoption phase hearings with the entire City Council.

*Schedule:*

1. Expected to start September 2016

- 5.5 City Council Review and Adoption. AHBL staff will prepare for and attend up to two meetings/hearings with the City Council to solicit comment and seek adoption of the amendment package.

*Schedule:*

1. Expected to start October 25, 2016

*Task 5 Assumptions:*

1. City will prepare will prepare a SEPA environmental checklist and the non-project supplemental attachment for the proposed amendments to the City's codes and standards. Publication of the SEPA determination and distribution of it to interested agencies will be performed by the City.
2. City Staff will transmit the draft amendment package to Commerce for 60-day review.
3. City staff will confirm that the meetings and hearings under this task will have a quorum prior to the consultant going to the meeting.
4. The amendment package will be presented at no more than two meetings/hearings with each of the Public Works Committee, the Planning and Building Committee, and the City Council.

*Task 5 Deliverables:*

1. Single or multiple bookmarked PDF files of the proposed amendments for transmittal during SEPA environmental review, the Commerce Department's 60-day review, and during the consideration of the materials by the City's Public Works Committee, Planning and Building Committee, and Council.
2. Preparation of one first draft staff report and one final staff report for use during the consideration of the amendment package by the City's Public Works Committee and Planning and Building Committee.
3. Preparation of an amended staff report for presentation to the City Council that reflects the record from the feedback from the Public Works Committee and the Planning and Building Committee from the consideration of the amendment package.

City of Gig Harbor - Stormwater LID Integration Project - Budget

Task Description	Principal	Senior Planning Project Manager	Project Planner	Total Labor Hours	Total Labor Costs
Hourly Billing Rates	\$215	\$158	\$100		
<b>Task Descriptions</b>					
<b>Task 4: Local Amendments to the 2015 Pierce County Stormwater Manual</b>					
4.1 - Review 2015 PCMSDM and Summarize Amendments	2	6	8	16	\$2,178
4.2 - Prepare Amendments and 2017 GHMSDM	4	16	72	92	\$10,588
4.3 - Meetings and Coordination with City Staff	16	16	16	48	\$7,568
<b>Task 4: Subtotal</b>	<b>22</b>	<b>38</b>	<b>96</b>	<b>156</b>	<b>\$20,334</b>
<b>Task 5: Adoption Phase Services</b>					
5.1 - Assembly of Draft Amendment Package	0	2	4	6	\$716
5.2 - Public Open House	4	4	8	16	\$2,292
5.3 - Staff Report	2	4	12	18	\$2,262
5.4 - Recommendation by Council Public Works Committee and Planning & Building Committee	4	4	0	8	\$1,492
5.5 - City Council Review and Adoption	4	4	0	8	\$1,492
<b>Task 5: Subtotal</b>	<b>14</b>	<b>18</b>	<b>24</b>	<b>56</b>	<b>\$8,254</b>
<b>Total</b>	<b>36</b>	<b>56</b>	<b>120</b>	<b>212</b>	<b>\$28,588</b>



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Well No. 11 Final Design –  
Amendment No. 3 to Professional Services  
Contract with Carollo Engineers, Inc.

**Proposed Council Action:** Approve and  
authorize the Mayor to execute Amendment  
No. 3 to Professional Services Contract with  
Carollo Engineers, Inc. for the Well No. 11  
Final Design Project in an amount not to  
exceed \$23,890.

**Dept. Origin:** Public Works

**Prepared by:** Trent Ward, PE *TW*  
Senior Engineer

**For Agenda of:** May 23, 2016

**Exhibits:** Amendment No. 3 to Professional  
Services Contract with Scope  
and Fee

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Public Works Dir:**

**Approved by City Engineer:**

Initial & Date

*JA 5-18-16*  
*PenW 5/18/16*  
*by email 5/17/16*  
*DF 5/18/16*  
*AD 5/10/16*  
*SM 5-17-16*

<b>Expenditure Required</b>	\$23,890.00	<b>Amount Budgeted</b>	\$2,000,000.00	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

In February 2014, the City contracted with Carollo Engineers, Inc. to provide final design of the Well No. 11 production well facilities, as proposed in the City’s 2014 Budget.

The work under the original contract provided for a hydraulic analysis of the City’s water system, development of a site plan, and development of contract documents for installation of a new supplemental well facility consisting of a motor and pump assembly, well house, back-up generator, and connection to the existing water system.

As part of the design, Well No. 11’s impact on the water system hydraulics identified challenges to the current 450 zone. Based on this evaluation, in December of 2014 the City executed Contract Amendment No. 1 to determine the feasibility of creating a new hydraulic zone to be added to the water system for the North Tank and Well No. 11. The analysis established the rezone boundaries and operating rules for the proposed and existing infrastructure.

Based upon the City’s review of the analysis provided by Carollo under Amendment No. 1, the City decided to add a new hydraulic zone to the system for the North Tank and Well No. 11. In September 2015 the City executed Amendment No. 2 to complete the design of associated improvements required to facilitate the addition of the new hydraulic zone.

Proposed Amendment No. 3 authorizes Carollo Engineers, Inc. to revise the emergency generator design location, due to amended wetland buffers and to prepare Design Review Board application documents, as required by the City’s Planning Department, and to merge the new hydraulic zone final design and the Well No. 11 final design documents into one Construction bid package.

**FISCAL CONSIDERATION**

The 2015-16 Water Division Capital Fund allocates the following for this project:

2015-16 Budget for Deep Aquifer Well Development, Water Division Capital, Objective No. 1	\$2,000,000.00
Anticipated 2015 & 2016 Expenses:	
Amendment #1 Carollo Consultant Services Contract (December 2014)	\$(48,932.00)
Amendment #2 Carollo Consultant Services Contract	\$(40,661.00)
Amendment #3 Carollo Consultant Services Contract	\$(23,890.00)
<i>Power and Telemetry Design and Installation</i>	<i>\$(160,000.00)</i>
<i>Public Works Construction Contract for Well Facilities</i>	<i>\$(1,726,517.00)</i>
<b>Remaining 2015-16 Budget =</b>	<b>\$ 0.00</b>

Note: Expenses in *italics* are estimated.

**BOARD OR COMMITTEE RECOMMENDATION**

This work has not been formally presented to a board or committee. Rather, the need for this work has been identified in the City's Water System Plan and continues to be supported in the City's budget.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute Amendment No. 3 to the Professional Services Contract with Carollo Engineers, Inc. for the Well No. 11 Final Design Project in an amount not to exceed \$23,890.

**THIRD AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CAROLLO ENGINEERS, Inc.**

THIS THIRD AMENDMENT is made to that certain Consultant Services Contract dated February 18, 2014, as amended on December 8, 2014 and again on September 15, 2015, (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Carollo Engineers Washington, P.C. a Washington corporation, now known as Carollo Engineers, Inc., a Delaware corporation (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing the Well #11 Final Design and desires to revise consultation services in connection with the project; and

WHEREAS, Section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

**Section 1. Scope of Work.** Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein.

**Section 2. Compensation.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Twenty-three Thousand Eight Hundred Ninety Dollars and Zero Cents (\$23,890.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein,

**Section 3. Duration of Work.** Section 4 of the Agreement is amended to extend the duration of this Agreement to March 1, 2017.

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**  
**City of Gig Harbor**  
**Well 11 and Rezone Improvements Design Compilation**

**Purpose**

The Carollo Engineers team (Consultant) is assisting the City of Gig Harbor (City) with the design of the Well No. 11 Facilities and bid period and construction services, as well as infrastructure improvements to create a new hydraulic zone for the North Tanks and Well No. 11.

The purpose of this Scope of Work is to compile the two designs into a joint package:

- Task 1 – Project Management.
- Task 2 – 95 Percent Submittal Rezone Improvements and Well 11 Designs.
- Task 3 – Prepare City of Gig Harbor Design Review Board (DRB) Application Documents

Details on the scope of each task are provided below.

**Task 1 – Project Management**

The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:

- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, estimated cost at completion, and manage activities within total project budget.
- Monitor project activities for potential changes, anticipate changes whenever possible, and with City approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
- Manage the quality control of all work activities and project deliverables.
- Provide regular communication on project progress to the City.

**Meetings**

- Team Coordination Meeting, if needed.

**Deliverables**

- Monthly progress report and invoice - Electronic Copy (PDF).
- Meeting agenda, materials, and meeting minutes, if needed.



## **Task 2 – 95 Percent Submittal Rezone Improvements and Well 11 Designs**

### Task 2.1 - Relocate Standby Generator

The objective of this task is to relocate the standby generator to the area south of the access road. This task includes the following activities:

- Relocate standby generator, load bank, and automatic transfer switch to location south of the future access road across from the Well 11 facility.
- Realignment of conduit connection of generator to transformer.
- Update Landscape Architecture with revised generator location.
- Update Stormwater Prevention Plan with revised generator location.

### Task 2.2 - Update Wetlands Delineation

The objective of this task is to update the wetland buffer delineation in the 95 percent drawings. This task includes the following activities:

- Update AutoCAD layer for the wetland and buffer background on all drawings.
- Update buffer averaging.

### Task 2.3 - 95 Percent Combined Well No. 11 and Rezone Improvements Design Documents

The objective of this task is to provide 95 percent level drawings and technical specifications for the combined Well No. 11 and Rezone Improvements into a common package. This task includes the following activities:

- Incorporate the 90 percent level technical specifications for the Rezone Improvements Design with the 90 percent technical specifications for the Well No. 11 Final Design.
- Incorporate the 90 percent level design drawings for the Rezone Improvements Design with the 90 percent drawings for the Well No. 11 Final Design.
- Perform internal quality assurance checks of the technical specifications prior to review by the City. Quality assurance checks will include review and integration of the City's amendments to the standard specifications and CSI format.
- A meeting will be conducted with the City staff to review the 95 percent combined Well No. 11 and Rezone Improvements design documents.

### Meetings

- 95 percent combined Well No. 11 and Rezone Improvements design review meeting.

### Deliverables

- Meeting agendas - electronic copy (PDF), hard copies distributed at meeting.
- Meeting minutes - electronic copy (PDF).
- 95 percent Well No. 11 and Rezone Improvements design documents - electronic copy (PDF, Word), 4 hard copies.

### **Task 3 – Prepare City of Gig Harbor Design Review Board (DRB) Application Documents**

The objective of this task is to prepare application documents to the City's Design Review Board (DRB) to obtain site plan approval. This task includes the following activities:

- Complete Design Review Application Form.
- Prepare supporting documents for submittal to the DRB.
- Prepare memorandum of provisions and exemptions to the City's Design Manual guidelines.

#### **Meetings**

- None.

#### **Deliverables**

- Design Review Board Application Submittal - electronic copy (PDF), 4 hard copies.

#### **Project Assumptions**

- City will provide comments for the 90 percent level Rezone Improvements Design.
- City will provide AutoCAD file for updated wetlands delineation.
- Design workshops/meetings will be held at the City offices.
- The technical specifications will be based on the City's standard CSI specifications, provisions, and contracts.
- Any public involvement activities with neighborhood groups are not included.
- Electronic drawing data will be in AutoCAD version 2008 (or earlier).
- City will submit Design Review Board application and is responsible for any application fee(s).

City of Gig Harbor  
Well 11 and Rezone Improvements Design Compilation  
Amendment No. 3

TASK DESCRIPTION	Carollo Engineers, Inc.								Other Direct Costs		Subconsultants		TOTAL COSTS
	Principal in Charge	Project Manager	Technical Advisor	Project Professional	Project Professional	Designer	Clerical/VP	Carollo Total Labor Hours	Total Labor Costs	ODC	PECE	Total Landscape Architecture Cost	
Hourly Billing Rates	\$ 226	\$ 205	\$ 205	\$ 175	\$ 148	\$ 140	\$ 90				\$9.90		
<b>Task 1: Project Management</b>													
Client Coordination	0	1	0	0	0	0	0	1			\$9.90		
Monthly Progress Reports	0	2	0	0	0	0	2	4			\$40		
Review meetings	0	2	0	0	2	0	0	4			\$40		
<b>Task 1: Subtotal</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>9</b>	<b>\$ 1,501</b>	<b>\$ -</b>	<b>\$89</b>		<b>\$ 1,590</b>
<b>Task 2: 95% Submittal Rezone Improvements and Well 11 Design</b>													
Task 2.1: Relocate Standby Generator	0	1	4	0	16	24	0	45			\$446	\$ 700	\$ 1,000
Task 2.2: Update Wetlands Delineation	0	0	0	0	0	4	0	4			\$40		
Task 2.3: 95% Combined Well 11 & Rezone Imps Design Docs	0	2	4	0	8	12	12	38		\$500	\$376		
<b>Task 2: Subtotal</b>	<b>0</b>	<b>3</b>	<b>8</b>	<b>0</b>	<b>24</b>	<b>40</b>	<b>12</b>	<b>87</b>	<b>\$ 12,487</b>	<b>\$ 500</b>	<b>\$861</b>	<b>\$ 700</b>	<b>\$ 1,000</b>
<b>Task 3: Prepare City DRB Application Documents</b>													
Application Form	0	1	1	0	4	0	0	6			\$59		
Supporting Documents/Plans	0	1	2	0	8	4	0	15			\$149		
Prepare provisions/exemptions memo	0	4	4	0	8	0	2	18			\$178		
<b>Task 3: Subtotal</b>	<b>0</b>	<b>6</b>	<b>7</b>	<b>0</b>	<b>20</b>	<b>4</b>	<b>2</b>	<b>39</b>	<b>\$ 6,365</b>	<b>\$ -</b>	<b>\$386</b>	<b>\$ -</b>	<b>\$ 6,751</b>
<b>TOTAL</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>26</b>	<b>40</b>	<b>14</b>	<b>96</b>	<b>\$ 20,353</b>	<b>\$ 500</b>	<b>\$1,337</b>	<b>\$ 700</b>	<b>\$ 1,000</b>

**From:** [Paul Inghram](#)  
**To:** [Sehmel, Lindsey](#); [Kester, Jennifer](#)  
**Subject:** FW: Certification of Gig Harbor 2015 Comprehensive Plan  
**Date:** Friday, May 20, 2016 12:12:34 PM  
**Attachments:** [image003.png](#)  
[GigHarbor-CompPlan-2015-Certification.pdf](#)

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**From:** JoshBrown  
**Sent:** Friday, May 20, 2016 11:55 AM  
**To:** 'guernseyj@cityofgigharbor.net'  
**Cc:** Paul Inghram; Yorik Stevens-Wajda; Michael Hubner  
**Subject:** Certification of Gig Harbor 2015 Comprehensive Plan

Dear Mayor Guernsey,

I would like to extend my thanks to you and your staff for working with PSRC through the comprehensive plan update and certification process, as well as my congratulations on completing the periodic update. The Puget Sound Regional Council's Executive Board acted on April 28, 2016, to certify the Gig Harbor Comprehensive Plan. This action recognizes the important work of the city planning for a healthy, vibrant community and the city's effort to establish a strong plan to guide the city's growth over the next twenty years. With a certified plan the city is eligible to participate in the PSRC competitive funding process and the Regional Transportation Improvement Program.

The Gig Harbor plan is especially impressive in its support for VISION 2040's goal of supporting development of central places that serve as a focus for growth, make for pedestrian friendly environments, provide a variety of housing choices, increase the effectiveness of transit, and create healthier neighborhoods. Certification demonstrates that the plan's overall consistency with the Growth Management Act requirements for transportation planning and with VISION 2040 and Transportation 2040. PSRC has prepared a [certification and consistency report](#) (attached) that contains a summary of PSRC's review of the comprehensive plan and [notes a number of the examples of excellent work](#).

The report also identifies conditions of certification that the city must address as well as other areas where future work is needed to address aspects of VISION 2040, Transportation 2040, or the Growth Management Act. PSRC looks forward to continuing to work with you and your staff regarding this ongoing work.

We appreciate working with your city through the plan review and certification process. If you have questions or need additional information, please contact Paul Inghram [pinghram@psrc.org](mailto:pinghram@psrc.org), phone (206) 464-7549.

Sincerely,



Josh Brown, Executive Director  
Puget Sound Regional Council

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**NOTICE OF PUBLIC DISCLOSURE:** This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of



## Business of the City Council City of Gig Harbor, WA

**Subject:** Ancich Waterfront Park Update

**Dept. Origin:** Public Works

**Proposed Council Action:** Receive staff report and public comment.

**Prepared by:** Katrina Knutson, AICP  
Parks Project Administrator

**For Agenda of:** May 23, 2016

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

*JG 5/8/16*  
*RW 5/18/16*  
*via email 5/18/16*  
*DR 5/18/16*  
*ADX 5/18/16*

<b>Expenditure Required</b>	N/A	<b>Amount Budgeted</b>	N/A	<b>Appropriation Required</b>	N/A
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### INFORMATION/BACKGROUND

The City acquired the Ancich Waterfront properties in 2012 and conducted a visioning process for the Ancich Waterfront Park in 2013. In 2014, the City initiated an Ad Hoc Committee for the Park and applied for grant funding. In 2015, the City secured two grants pertaining to the park (one for historic netshed and another for upland improvements). In early 2016, the City released preliminary upland concepts for public input. The City heard concerns from citizens and subsequently created two revised concepts. The City conducted significant public outreach regarding updated concepts, including an Ad Hoc Committee meeting with over 40 citizens in attendance as well as an Open House with over 200 citizens in attendance. Staff is preparing to move forward with design and permitting.

### FISCAL CONSIDERATIONS

The City received a Washington State Historical Society Grant in the amount of \$660,000 with a Council approved match of \$185,000 for the purposes of repairing the historic Ancich Netshed and Pier. The City also received a Washington State Recreation and Conservation Office Grant in the amount of \$500,000 with a Council approved match of \$1.2M for the purposes of designing, permitting and constructing upland park improvements.

### BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission forwarded their vision and use recommendation for the Ancich Waterfront Park to the City Council on 11/25/2013. The Council approved Resolution 949 on December 9, 2013, establishing the vision and use of the park.

### RECOMMENDATION/MOTION

Receive staff report and public comment.

# Gig Harbor City Council Meeting: 5/23/16

## Ancich Additional Information Package

### Contents:

- 1) Staff Presentation: 5/23/16 PowerPoint
- 2) Ancich Public Outreach
  - a. Comment Matrix
  - b. Open House Concept Preference
    - i. Over 200 Citizens Attended
    - ii. 157 Citizens Gave Concept Preference
- 3) Harbor Viewing Opportunities Map
- 4) City of Gig Harbor 'Ancich Park Boating Center' Brochure (RCO Grant Material, 2013)
- 5) City of Gig Harbor RCO ALEA Presentation (2014)
- 6) City Council Resolution 949-Ancich Vision and Uses
- 7) City Council Approved RCO ALEA Grant Agreement





# ANCICH WATERFRONT PARK: STAFF REPORT

Gig Harbor City Council  
May 23, 2016



## ANCICH PROJECT HISTORY

**2012** **AQUISITION**  
• City Purchased Ancich/ Jerkovich Properties

**2013** **VISIONING**  
• 2 Stakeholder Meetings  
• 2 Public Open Houses  
• 2 Mailings to Residents  
• 3 Parks Commission Meetings  
• 2 Public Hearings  
• **Resolution 949**

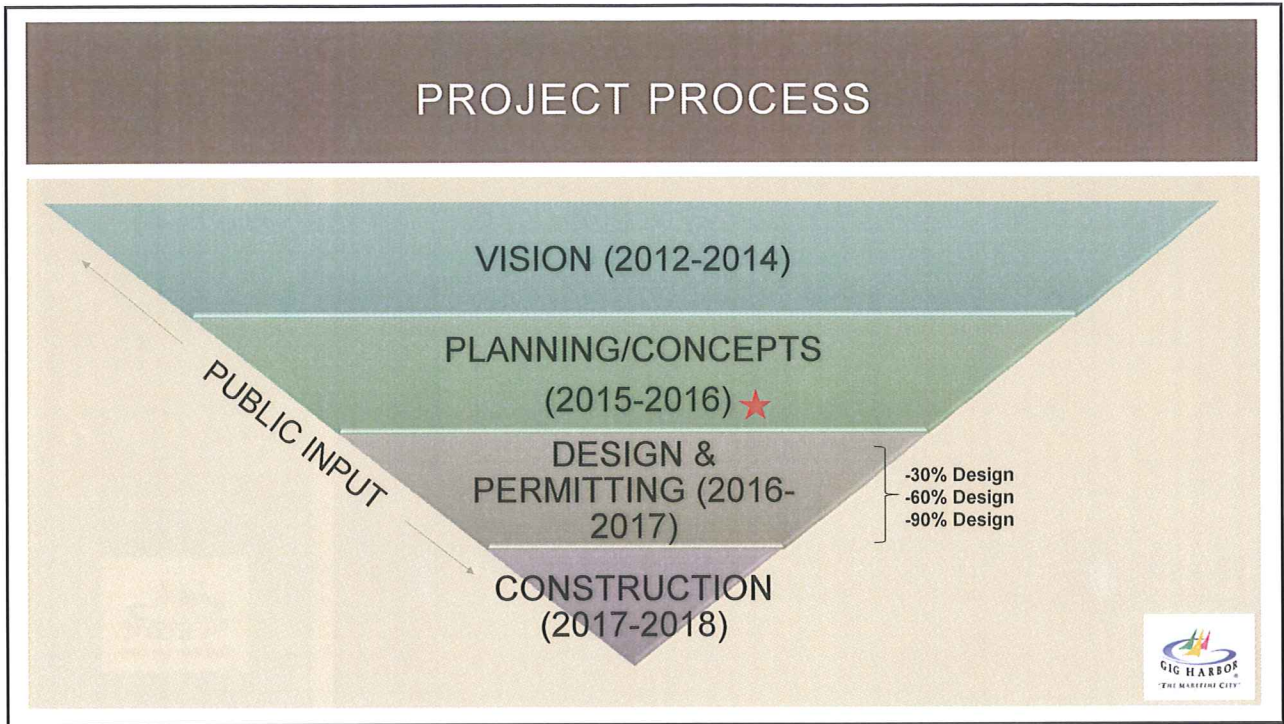
**2014** **FUNDING SEARCH and OUTREACH**  
• 2 Ad Hoc Meetings  
• Applied for 2 grants


**2015** **FUNDING SECURED and DESIGN INITIATION**  
• Grants Approved  
• RCO Grant (Uplands)  
• WA Historical Society Grant (Netshed)  
• Consultant Contract Approved 11/23/16  
• User Group Discussions

**2016** **PUBLIC OUTREACH AND DESIGN**  
• 3 Ad Hoc Meetings  
• Design Review Board (mailing to neighbors)  
• Design Refinement







- ## COUNCIL RESOLUTION 949
- Over 15 Public Meetings Held
    - 2 Postal Mailings, Website, Email, Stakeholder List-serves
  - Findings of Fact (abbreviated):
    - Commercial Fishing Fleet Singular Use of Netshed.
    - Build Dock System Aligned with Netshed for Commercial Fleet
    - Allow Use of the Dock System for Transient Moorage During Summer
    - Public Storage/locker Facilities Onsite and access to and from Water for Human Powered Watercraft (“for general public use with potential to lease portion to Kayak Team”)
    - Low Profile Dock System on Southern Lot
- 

# GRANT SUPPORTING DOCUMENTS: ANCICH PARK BOATING CENTER BROCHURE (2013)

40 years ago authors of the Gig & Onondaga Marine Program wrote about providing City Harbor's "shoreline" access to encourage development of marine and dock facilities. This is still the goal.



## Ancich Park BOATING CENTER

"A Multi-Use Boating Center will serve city youth, provide environmentally sound dock, and provide new access for residents and visitors throughout the region."

MARKER QUINCY HESTER

City of Gig Harbor  
3310 Sandstone Street  
Gig Harbor, WA 98331

January 5, 2012



### BACKGROUND

Named in 1941, Gig Harbor is located in Pierce County on a small bay across the Tacoma Narrows Bridge in Washington State. Water dependent over the logging, commercial fishing, and boat building it used the local economy for over one hundred years. Today, 7,500 city residents and over 60,000 on the Greater Puget area call Gig Harbor home. The Bay itself is home to thousands of sail boats, commercial and recreational boats, kayaks, paddle boards, and canoes that are launching in numbers every year. The need for new access was the catalyst for this year's purchase of nearly 1000 feet of waterfront known as the Beach site.

### PROJECT COST & DESCRIPTION

Conventional wisdom used to be that by creating a strong economy first, a higher quality of life would follow. The current view is more likely, creating a higher quality of life is the first step in attracting new residents and jobs.

The City is requesting \$921,000 in State Funds to design and construct deep-water access for a Multi-Use Boating Center. It will provide moorage slips for commercial and recreational boaters, storage facilities for a community kayak program, slings platform for the youth sailing program, and new water access for the City.



## Direct & Indirect Benefits

### JOB AND INCOME

The Multi-Use Boating facility is expected to create an estimated 28 new construction jobs in 2014. More ongoing activity and associated construction will boost economic activity for the entire area. The reach of recreational programs, water safety education, boating, sailing, kayaking, paddle boards, canoe trips, and park activity may create as much as \$172 per day in added revenues for local businesses.

### Marriage Taxation Exemption by Economic Sector (2011)\*



### COMMERCIAL RECREATION INDUSTRY

According to data from National Marine Fisheries Service there were at least 62 commercial fishing permits registered to Gig Harbor residents in 2009. 17 Gig Harbor residents served as processors. Creating a new industry in marine, diversification of recreational fisheries plus Gig Harbor's Commercial Fishery is both positive as the largest in the State. Their contribution to the local economy for goods and services cannot be understated. The local fleet will also include storage slips for the Commercial fleet with seasonal hot water for recreational boaters during the summer fishing season in Noisic.

### WIND-POWERED WATERCRAFT

Gig Harbor's Kayak Team is only 10 years old, but has developed into one of the best performers in the country. The biggest factor for their success is the quality program for ages 10 to 12. The success of the Gig Harbor Great Kayak Program leads to a variety of opportunities for youth to compete regionally, nationally, internationally, and ultimately at the Olympic level. The Multi-Use Boating Center will sell kites, equipment, and kites that are also used in the harbor or from that area's general Olympic events. The City also sponsors Windward Warriors Kayak Program through to the 2018 Paralympic Games.



Land Acquisition	\$ 1,000,000
Design	\$ 87,750
Engineering	\$ 254,250
Construction	\$ 1,500,000
<b>Total</b>	<b>\$3,842,000</b>
CITY LAND	\$ 1,850,000
CITY	\$ 821,000
STATE FUNDS	\$ 921,000

This rendering depicts the site on the left and the location of the right on the right side of the City.

### RESULTS OF THIS INITIATIVE

The General Strategy: "Providing moorage facilities for the economy, the community and the environment. As a site where our country's Recreation and employment's role remain high, competitors will be able to maintain a their sailing, boating, and other recreational activities. This will create a new industry in the harbor or from that area's general Olympic events. The City also sponsors Windward Warriors Kayak Program through to the 2018 Paralympic Games.

Notes: City water utility project is completed. \*National Park Service Study (2001) Pacific Coast and West Pacific Region Community Parks 2008. High water levels and wind speed 10-15 mph during heavy rain. Harbor full to brim. The project cost estimate of \$3.8 million is based on the current market conditions and program costs may vary by time. Harbor City and Park, WA. The Harbor full to brim during heavy rain. The project cost estimate of \$3.8 million is based on the current market conditions and program costs may vary by time.

Source: Gig Harbor City and Park, WA. The Harbor full to brim during heavy rain. The project cost estimate of \$3.8 million is based on the current market conditions and program costs may vary by time.

# GRANT SUPPORTING DOCUMENTS: ANCICH PARK PRESENTATION TO RCO (2014)

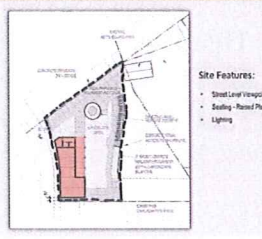
**Ancich Water Access Park Project**  
ALBA 14-1937 0001



**Water Access:**

- Gig Harbor Comprehensive Plan
- Gig Harbor Parks and Open Space Plan
- #1 Parks Commission Objective
- 2014 Shoreline Master Program

"It is the goal of the City of Gig Harbor to provide and enhance opportunities for physical and visual public access to shorelines." 2014 SMP



**Site Features:**

- Steel Lintel Viewport
- Seating - Ramped Platform
- Lighting

Thank you!

## APPROVED GRANTS

- **Washington State Historical Society Grant**
  - \$660,000 (+\$185,000 City Match) to Restore Ancich Netshed
  
- **Washington State Recreation and Conservation Office Grant**
  - July 2015-August 2018
  - \$500,000 (+\$1.2M City Match) for Ancich Upland Improvements
    - Construct Viewing Platform with a 3,000 sq/ft storage building under street level
    - 2 Restrooms
    - Plazas and Seating Wall
    - Security Lights
    - 2 Water Access Points



## CONCEPT REFINEMENT

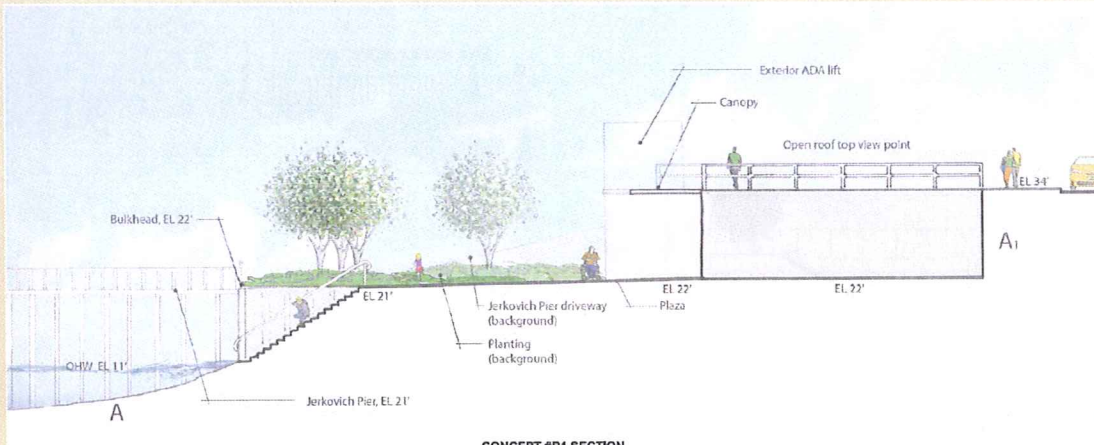
- **April 2016: Four Upland Concepts Released for Public Input**
  - Concerns included: View, Traffic Increases, Access, Consistency with Resolution 949.
  
- **April-May 2016: Staff and Consultant Worked to Address Community Concerns and Refine Upland Concepts**
  
- **May 9, 2016: Two Updated Upland Concepts Released for Public Input**
  - Three primary considerations: Consistency with Resolution 949, Cost and Consistency with Code/Regulations.



# UPDATED CONCEPT R1: SITE PLAN



# UPDATED CONCEPT R1: SECTION



CONCEPT #R1 SECTION



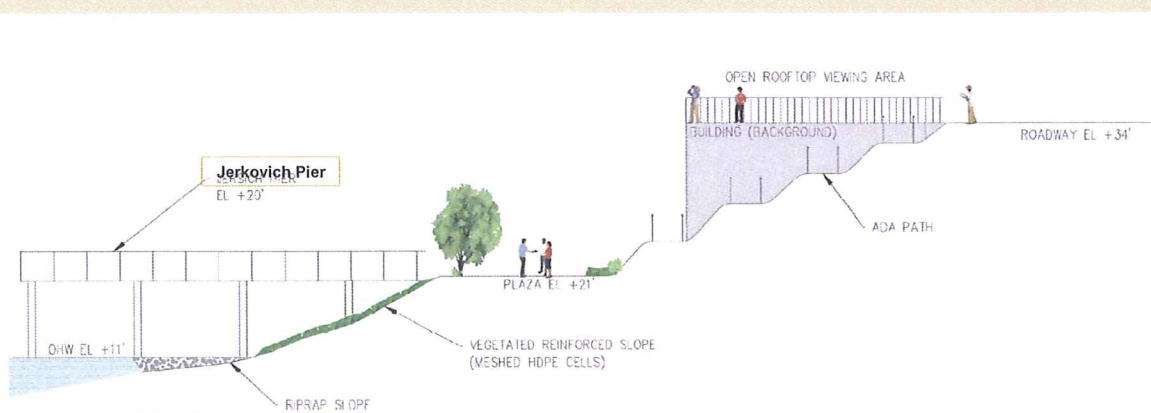
# UPDATED CONCEPT R2: SITE PLAN



CONCEPT #R2 SITE PLAN



# UPDATED CONCEPT R2: SECTION



## RECENT PUBLIC MEETINGS

### ■ May 14, 2016 Ad Hoc Committee

- 18 Committee Members and 30+ Members of the Public
- Approximately 60% Concurrence with Concept R1
- Concerns Heard: 1) Who will use structure? 2) How Will ADA Access Be Provided? 3) Jerkovich Float System Easement 4) Traffic and Parking, and 5) Size of Building

### ■ May 16, 2016 Public Meeting/Open House

- Over 200 Citizens Attended
- 157 People Gave Design Preference
  - 81.28% Prefer Concept R1 (127)
  - 1.91% Prefer Concept R2 (3)
  - 2.56% Prefer Undecided (4)
  - 10.24% Prefer Neither (16)
  - .64% Preferred R4 (1)
  - 3.25% Gave No Preference (5)
  - .64% Preferred a Larger Building (1)



## CITIZEN CONCERNS

### ORIGINAL CONCEPTS CONCERNS

- View Obstruction ✓
- Consistency with Resolution 949 ✓
- Uses Permitted Onsite ✓
- Traffic/Parking 30%
- Consistency with Code/Regulations ✓

### REFINED CONCEPTS CONCERNS

- Define Primary Users of Building 60%
- ADA Access ✓
- Jerkovich Easement ✓
- Traffic/Parking 30%
- Size of Building ✓



## PUBLIC BENEFIT: HARBOR VIEWING OPPORTUNITIES PRIVATE AND PUBLIC

### Provided by Private Development

- Anthony's Viewing Area
- Murphy's Landing
- Arabella's Viewing Pier
- Ship to Shore View Plaza
- Bayview View Platform
- Russell Plaza



### Provided by Public Development

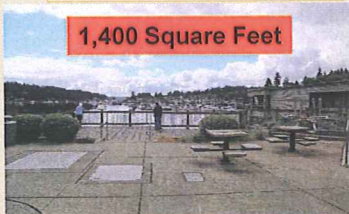
- Bogue Viewing Platform
- Austin Estuary
- Eddon Pier/Deck/Park
- Jerisich Pier
- Maritime Pier
- Ferry Landing



## PUBLIC DEVELOPMENT: HARBOR VIEWING OPPORTUNITIES



**Bogue Viewing Platform**

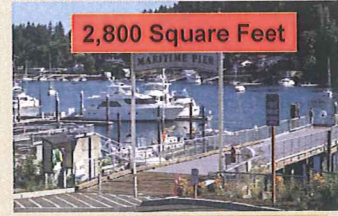


1,400 Square Feet

**Eddon Pier/Deck/Park**



**Maritime Viewing Pier**



2,800 Square Feet

**Austin Estuary Viewing**



**Jerisich Viewing Pier**



3,500 Square Feet

**Ferry Landing Platform**



# PRIVATE DEVELOPMENT: HARBOR VIEWING OPPORTUNITIES



Anthony's Viewing Area



Arabella's Viewing Pier



Bayview Viewing Area



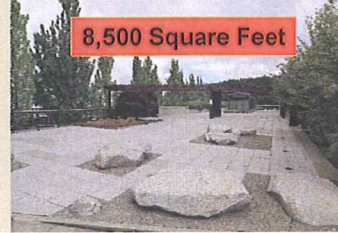
Murphy's Landing Boardwalk



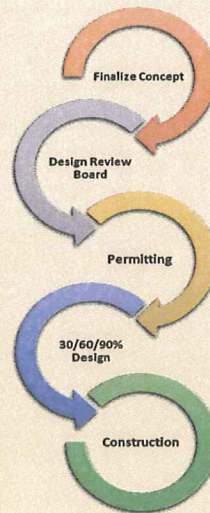
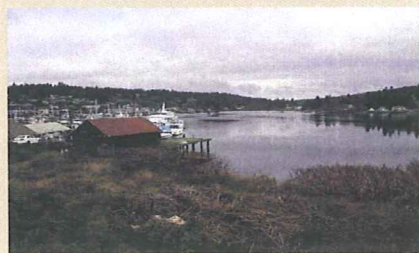
Ship to Shore Viewing Plaza



Russell Viewing Plaza



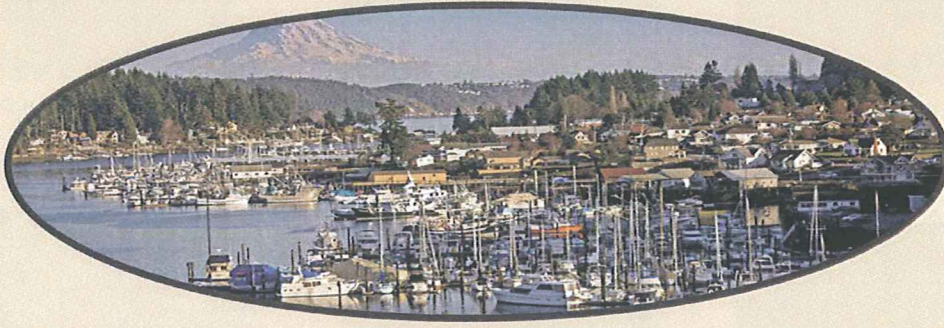
# NEXT STEPS





## QUESTIONS OR COMMENTS

- Katrina Knutson, AICP, Parks Project Administrator
  - [knutsonk@cityofgigharbor.net](mailto:knutsonk@cityofgigharbor.net)



## Ancich Open House Comments – May 2016



CONCEPT R1 PREFERENCE: COMMENT RESPONSES
R-1 Preference designated. No comment.
The City desperately needs water access for all. There is currently not access. Option 1 is the only option for the future of GH!
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
I feel that the design 1 better fits the needs of the community right now, because there is much demand for a storage facility for non-powered craft. I also think that the elevator would be an easier access point for disabled people since the ramp in Design 2 is very long. Another thought on the building is that in Design 2 the building area for storage is so small that it is unrealistic for anyone's use, and would not fix any storage issues that we have now. Design 1 fits the needs that we have, and I understand that it is slightly out of budget for design 1 but meeting community needs is more important in my opinion.
R-1 Preference designated. No comment.
I strongly support immediate development of the Ancich property Design R-1 which will directly benefit all our citizen and enrich opportunities of our children.
I believe that only design R-1 will be sufficient for the kayak team. Design R-2 would be much too small to store boats, especially because half of the building is a bathroom. If we did design R-2, we could dedicate approximately 20% of the building to public storage or facilities.
I like option 1-other considerations-GHC&KRT is competing nationally and need access for trailer loading. It would also be nice to be able to store all equipment onsite for boats, parts & supplies for boats, life jackets, etc., a secure room would be great!
I am so grateful that the city is moving forward on the improvements to allow for more access to the waterfront. Design R-1 is amazing and provides so much for so many options of shared access.
R-1 Preference designated. No comment.
R-1 is a good match for the whole community needs, there is space for the kayak team, as well as a place for people to store their boats and sup boards.
R-1 Preference designated. No comment.
Design 1 allows for better street level viewing of the harbor. More effectively maximizes space allotted in the Ancich Park area. Design 2 limits space available with long walk way. (Design 1 has an elevator) which could congest the area and hamper visitor enjoyment as well as disrupt the peace of the nearby neighborhoods. IF restoring sustainable parks which allow for the development of youth and recreation for all ages is this cities goal, the Design R1 is the best choice for those of the Historic Ancich Property.
Design 2 would not serve the community for the long term. With design 1 there will be options and space for multiple organizations into the future. The kayak/canoe club, sailing club, dragon boat team etc. are valuable resources that add depth and appeal to the B.H. community. Importantly, organizations like these...(second page not found).

## Ancich Open House Comments – May 2016



<p>Easier access to water at low tide (dock), and for carrying kayaks, sups, etc. needed. Increase storage areas for personal water craft and race club, provide room/space for race club trailer to load and unload boats.</p>
<p>R-1 Preference designated. No comment.</p>
<p>We appreciate the opportunity the city is creating for human powered watercrafts and access to the water. The design keeps the views for the neighborhood and allows all residents to enjoy our harbor. If you walk it in the evenings, Eddon boat house park is empty. I don't see this park being a noise nuisance...and our parks are for the community to use not just look at. The GHCKRT is an incredible steward of your Stanich Park. When others are misusing, then let them know. Consider having the GHCKRT and neighborhood meet and work out a solution.</p>
<p>R-1 Preference designated. No comment.</p>
<p>R-1 Preference designated. No comment.</p>
<p>R-1 Preference designated. No comment.</p>
<p>I think that the design with the bigger boat house would serve the community much better. It allows storage for not only the kayak and canoe team, but also for other organizations and individuals. I also noticed that the design 1 left more grass space and space overall because of the rooftop walk out and elevator design. The first design meets the needs of the majority and also keeps intact the beauty of the park.</p>
<p>More space, simple as that. We have a lot of boats that shouldn't be stored outside in the elements. First we were the "Parking lot teams, then we had the dock, now a corner of the park. It would be incredible to see a 5 time National team finally have a home.</p>
<p>R-1 Preference designated. No comment.</p>
<p>I believe that not only would it benefit the community by allowing storage for more than just kayaks, the use of the roof space for the community would be beneficial. There also could be a far lesser impact on the homes across the street than portrayed.</p>
<p>Design R-1 is a good choice because it offers space for the community to gather in the plaza and provides public bathrooms while serving the needs for the Kayak Team.</p>
<p>This design gives the most space for everyone. Space is something that is unfortunately hard to come by in Gig Harbor so we need to utilize every inch.</p>
<p>The design R-1 would have a more spacious feel because the roof would provide better and more walking room than the ramp, which would take up space and prevent people from wandering around to entire park. The smaller building doesn't give enough room for private or public storage, let alone both. The design for the water access should maximize boat launching capabilities so that they aren't any long time to launch craft.</p>
<p>As a member of the Gig Harbor canoe and Kayak team I really feel like we deserve a boat house. We put so much work into this sport and we train every day and it would really be nice to have a place to store our boats so that they actually stay nice instead of becoming beaten up by the weather. We would bring life to the park. Design 1 is the only one that would fit our boats. Thank you.</p>
<p>I know people are concerned about us "taking" their park. But we aren't taking it or using it exclusively. We want it to share, just like we have been doing at Jerisich. We have been using Jerisich respectfully for years, and now we want a boathouse in a park which we will also use very respectfully. We are integral part of the community, but we need a home which we will share with the rest of our community.</p>
<p>I think that if we had a lawn or something beside the boat house that would be pretty nice. Also, a completely clear and easy path to the dock for sure is needed. We definitely need the bigger boathouse, because it'll actually hold our boats, but the small one will only hold some.</p>

## Ancich Open House Comments – May 2016



<p>The emphasis on horizontal and not vertical is very good! Our view of our harbor is our heart and soul.</p>
<p>The crowds at Skansie make launching human powered boat very difficult and dangerous. Eddon is not user friendly and too shallow. Paddling has become part of the boating culture and Gig Harbor as a waterfront community should support this culture.</p>
<p>R-1 Preference designated. No comment.</p>
<p>Design 1 allows for more efficient use of the space by replacing the ramp with the elevator for ADA access. This would offer up more options for more community access to the property and building usage overall.</p>
<p>R-1 contains way more space that will promote more activities.</p>
<p>I prefer the larger building as it provides options for multiple groups to use, including the public. It also maximizes the space on the upper dock for public viewing. The building on R2 is too small for any community group to use – not just the Kayak club but anyone other than the few lucky privileged people that get chosen to use it for public kayak storage. It is basically a bathroom.</p>
<p>Very vital to our kayak (or alike) teams, sporting events and instilling the Gig Harbor water usage theme for our future.</p>
<p>Public land for public use is always a good thing for a city. Civic pride is not to be undervalued. This entire project is all good. Love it!</p>
<p>The needs of the kayak/canoe team should be supported. They are an asset to the community.</p>
<p>Design R-2 with handicap lift of R-1 seems like a much more “open” design with better utilization of limited space.</p>
<p>Glad to see the community turn out and will love to have something usable for citizens and visitors. Progress isn’t always ugly, but never changing will kill our lovely city.</p>
<p>R-1 Preference designated. No comment.</p>
<p>R-1 Preference designated. No comment.</p>
<p>R-1 Preference designated. No comment.</p>
<p>Thanks for your progress on this. Excited to “break ground”.</p>
<p>R-1 Preference designated. No comment.</p>
<p>Design 1 is better for people who are unable to walk long distances or are in wheelchairs. Also, Design 1 will provide the public with more useable park space that is pleasing to the eye. People can enjoy the harbor from the park space on top of the building. The rooftop park will allow people to have space to enjoy the spot without damaging the native plants that will be planted along the water. Design 2 does not provide that space for everyone. Design 1 consideration: the green spaces on top of the building could include a grassy area for families to picnic.</p>
<p>I think first design is more efficient to meet current needs for public to use space and enjoy sport.</p>
<p>A glass elevator shaft would be best.</p>
<p>Glass elevator shaft would be best.</p>
<p>Glass elevator shaft.</p>
<p>A beautiful glass elevator shaft.</p>
<p>R-1 Preference designated. No comment.</p>
<p>Dear City Council, I feel strongly in favor of Option 1. Option 2 does not have sufficient space for the GHCKRT, the Jr. Sail Program and the Public. I would like to add that GH has the unique privilege of hosting a 4x National Champion for Olympic flatwater sprint to canoe and kayak. This unheard of achievement is something the entire community of GH can be proud. Let’s give the Paddle and Sail Center an opportunity to provide a home for the team, the sailing club and the public. Thank you for your careful thought and consideration.</p>

## Ancich Open House Comments – May 2016



R-1 Preference designated. No comment.
As head coach of GHCKRT I would request a meeting with Architects and Engineers to bring in some ideas who positively affect this project.
R-1 Preference designated. No comment.
It makes me very upset when I hear the people against this project say all of the members on GHCKRT are noisy or disrespectful. This is an unfair image of the team because these athletes train hard and work to their fullest ability. They are respectful young adults who are member of this community.
R-1 Preference designated. No comment.
A snack/café.
More grass, less cement. Looks good.
The GHCKRT has shown over the last couple years they can respect City property and be a good tenant. Few kids drive and park and most are dropped off for practice. Not only the team but the community, with interest in paddling only growing, deserves a good, long-term solution to their needs. Design #2 does not meet needs of the team or the community. Please do the right thing! Thank you!
Option 1 is critical to support human-powered watercraft both for the public and our national champion canoe and kayak team. It is a light environmental and view scape footprint and provides affordable, accessible recreation to the children of this community.
R-1 Preference designated. No comment.
Bulkhead and garage door.
Our youth in this community needs and deserves a boat house to safely store their boats.
The larger option is the only viable option to achieve stated objectives. Make greenspace between water and building useable lawn. Also consider heating and humidity control.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
Please don't let rumors of a few local owners stop this. This is a wonderful addition to our community. It's not really a park, but more of a boathouse. Plenty of space for the clubs, members, public who want to use it. It will relieve congestion and traffic in Jerisich and make the whole downtown area better for the whole community.
Do it first time.
Maximizing the structure to be built when investing the money makes the most sense to me for current and future needs. More space usable by the community and environmentally friendly human-powered vessels also seems sensible to build on the aspects that make this place great year round.
The larger (3200 ft <sup>2</sup> ) storage facility best meets the needs of the human powered watercraft community.
R-1 Preference designated. No comment.
There is ample street parking in this area. Many empty spots along Harborview by Eddon Boat and up Stinson. See parking concerns as a red herring. Landscaped viewing area in R-1 is beautiful! What a great addition to our community! Giving water access for those who can't afford waterfront property or a yacht/sailboat! A park for the people!
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
This is needed for our community.

## Ancich Open House Comments – May 2016



Need lots of space to store human powered craft. We need an infrastructure to accommodate all types of ways to enjoy the water and the community. It is a draw to Gig Harbor. Without easy access to community activities we are a bedroom community. By providing...
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
Great asset for the Harbor clubs and public. We don't really need another small park with no facility or focus. Provide them a GH home for their boats!! Please don't let a few citizens with no vision defeat Plan R-1 based on their self-serving concerns...(second page not found).
Best option to fit the most needs possible R-2 is hardly worth the effort because of how little space it offers. GHCKRT needs a home and this (R-1) opens the space to public use as well, optimizing its use.
Best option for the boats to be stored.
I love the idea of glass elevator to preserve as much view as possible. Also bulkhead to preserve as much useable park space as possible.
This is a wonderful project. It is the paramount duty of the government to provide the public access to what is public: the beautiful water of Gig Harbor. I can't afford...(second page not found).
Building should accommodate maximum storage and should have sprinklers regardless of storage code requirements for safety of local properties. Should use a chair lift (ADA) vs elevator, its lower profile.
Go big – do it right the first time.
Does the lift have to be endorsed? Or can it just be railings?
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
I support a community paddle center and I hope the City will work with the neighborhood to mitigate traffic and safety concerns. Please make it as big as possible.
R-1 Preference designated. No comment.
R-1 Preference designated. No comment.
Paddling is a growing sport and perfect for our harbor. Please give the community and the youth this facility. If there are concerns about parking, please educate about the available spaces. I think there would be safety enhancement with a traffic light at Stinson.
We need as much space for paddlers as we can get. The City has already told paddlers the space is for their use. So plan 1 is the only one that fits their needs. You need to show people that your word means something.
R-1 is far superior to serve the needs of our boating community. Kudos to the designers for incorporating natural designs and accommodating the public's needs. Good consideration for local residents. Let's get this done!
R-1 Preference designated. No comment.
Have an ADA ramp instead of elevator and push building back into sidewalk for more park space.
Speaking to the ADA ramp vs Lift, the lift is much better use of space and far easier on my father who is limited mobility, but not in a chair. Maximizing the usable space for clubs, brings more people to the Harbor and improves the livability.
Option 1 has the most room for the paddling program. It's in the most convenient spot in the harbor.
Design R-1 provides more usable space for families up top and below. R-2 becomes a lot of ramp which is only usable for moving up and down. Currently, there is a need for human-powered craft and R-1 provides that and could potentially bring more revenue.
Awesome!

## Ancich Open House Comments – May 2016



<p>I am a member of GJCKRT and would love to have design R-1 because it will help the community and our team the best. It will enrich the Gig Harbor passion for the water and water sports. Thank you very much for considering my vote and please choose design R-1. Thanks!</p>
<p>The inclusion of a center on this property is essential for the community. The Kayaking team provides a unique opportunity to the youth in the community to dream big while enjoying the beauty of the harbor. A place where kids and community members of all ages have access to the water by kayak is a must.</p>
<p>Bigger building</p>
<p>Design R-1 is big enough to accommodate all of the boats.</p>
<p>Option Design R-1 makes the most sense and is the best option to accommodate the boats.</p>
<p>R-1 Preference designated. No comment.</p>

## Ancich Open House Comments – May 2016



R-1 Preference designated. No comment.
I love the look of warm wood colors, natural lighting, and the retaining wall to maximize space and keep the “feel” of Gig Harbor as a professional, but natural community.
Thank You!
R-1 Preference designated. No comment.
Now is the time to move. These kids and community should have a place in the maritime city. Our community needs to have a park for water sports. We have a park for BMX, skateboards, volleyball, gardening, walking, dogs, etc. How long will it take. The youth of today will be shaped by what we do today!
I love the idea of turning this space into something that will bring more people to the Harbor to enjoy its beauty-and shops, and restaurants and local businesses. My sons are all on the Gig Harbor canoe and kayak team, and it has made an enormous impact on our lives. They have become great stewards of the environment, they have developed a love of the outdoors, an appreciation for the beauty we are surrounded by. Our family has become regulars in the Harbor, enjoying the businesses and restaurants for more than before the kids became involved with the team. Building option #1 meets the needs of multiple entities, beautifies the Gig Harbor waterfront, and prevents the need for further enhancements down the road when the needs for waterfront access grow. The Maritime City needs this...Option 1!
Given the limited public space with water access in gig Harbor it seems prudent to make the most of this opportunity. Design #1 makes the most of the space plus has options for future growth if the planned building isn't fully occupied immediately. Thanks to the City and Stakeholders for making this a reality. If we (the City and larger community) are going to build this, let's do it right for the long term.
This is an exceptional opportunity for the Gig Harbor community! This serves the entire community – sail, paddlers, city goers, families, visitors, etc.! The usage of this space is a very useful and functional option and beautifies this area of downtown! We would much prefer a functional opportunity versus a tall structure of condos or restaurant. This does not obstruct the lovely view of the harbor. This provides opportunity for all. We need to clean up downtown progress with functional. Thank you!
Preserve the net shed, but all useable dock space should be for the community and not set aside for any specific user! Overall good project, and project concept. Expand building into ROW and put sidewalk on top. Excavate building deeper on site to provide more usable space w/o expanding footprint. Minimize elevator headworks protruding up. Smaller ADA lift to side of building so as not to obstruct views. Priority should be public use, not fishing fleet use. Priority of fleet should same as priority of making money. Fleet will not be here in 20-years. Plan for our real future, not an unrealistic one.
Fishing fleet moorage should be priority 2 or 3, same as income producing. Pullie docks should be #1. Boaters access to land #1. Elevator. Move building into ROW. Smaller lift off sides of building. R-1.
Great opportunity for the City of Hag Harbor to move forward in creating public use access to the waterfront and cleaning up the run down appearance of some of the areas of the City of Gig Harbor. When I have friends visit Gig Harbor from other developed waterfront communities in California, Boston, Oregon, Florida and Europe, they always praise the beauty of our city by the harbor with views of Mt. Rainier, but always comment on the rundown buildings, book stores and fuel truck parking. Please clean up and make this town nice!





<b>CONCEPT R2 PREFERENCE: COMMENT RESPONSES</b>
Sheet is missing age and address of the people. Not about the merits of kayak use. It should be about the appropriate use of this property as a residential area, historic working water front. Very little residents in the original 20 stakeholders. Concrete bulkhead to increase useful area. Impacts to Jerisich easement. Safety on that corner. Calculate impacts that this park is known to have a low profile float in all city ads and private ads. Not known what the impacts of new restaurant. Not known what impacts will be from Eddon Boat "House" being open for events. Not knowing the impacts of a large plaza area. View blocking of open sky and ground viewed from traveling west. Private use on City property. Not in keeping with Resolution 949. By saying no to both it will appear you accept 800 sq.ft. as unreasonable. Double or triple counting street parking spaces. Not in keeping with the intent the H.WW. Resolution.
I want to see easy water access for launching kayaks – for the general public.
More useful – No negative impacts.
<b>UNDECIDED PREFERENCE: COMMENT RESPONSES</b>
Parking is the biggest issue. I support the idea of this center, but parking needs to be addressed. Businesses are required to provide it.
Would prefer housing "kayaks/ canoes/sailing club" at Eddon bathroom site, and leave Ancich Park open for the public use to view, sit, enjoy the Harbor.
Examine the Ancich net shed for canoes and kayaks to have exhibit meeting space and storage plus history of canoe and kayak Willetts paddles, old town, Black Hole, etc. Talked to Jake Busich and City Planner.
What is for the public? If this space is being built for the public but really for the clubs to store their kayaks, then what is being built for the public? What are the benefits? Sounds like it's just for the clubs.
<b>NEITHER PREFERENCE: COMMENT RESPONSES</b>
Neither option. No parking no actual park?
Neither option – Legal easement discussion pending.
Design a park with space for general public use.
No option for neither. No parking.
Neither option is acceptable for public use the building is too long and there is no parking in either plan.
I would like to see all groups involved/impacted get together to come up with a mutual plan. Right now, I vote NO on both current options. I am concerned re: the lack of parking and lack of actual public space and I don't think that the intended space actually serves the public.
I choose neither design 1 or design 2. Parking needs to be addressed – off street parking 3200 sq. ft. building is too large for this property. Traffic study.
Neither – No Parking – Let people enjoy the water.
Neither – Extensive community input still needed before a final plan is presented to City Council and community.
Neither! Need more time. Do 30 young kayakers constitute a design direction?
There has not been enough consideration for the Jerkovich working dock. No turnaround, no trailers. Nothing done with Kayak float footprint. Despite the city managers comments, the public has been excluded pertaining to parking issues. There has not been any neighbor or business that concurs with

## Ancich Open House Comments – May 2016



<p>proper notification or feed back. There is not enough space dedicated to non-boaters. This appears to be a boat launch dedicated to private club use. You need to revert to include the original land grant proposal design. Allowing private clubs to utilize public lands is bad enough, but having kids around a working commercial fishing business is a recipe for disaster. Finally, there is just no parking available to accommodate large club events.</p>
<p>These ballots are being filled out by under age, non-taxpayers. Need age and address for them. We need to consider that what we build here, will be here forever! Do not rush to make a decision. It is a beautiful piece of property. Make it a park! Not a storage garage! Build a mini storage somewhere else! This is a legacy piece of property. The voters said yes to saving this property for all of us to enjoy. They did not vote for a mini storage.</p>
<p>Neither plan. Would like to see more public usage. More attention paid to water access and how boats will access water plus more attempts made for on-site parking.</p>
<p>I'm against R-1 and R-2. Against the kayak club having a private storage facility. Build it for the community Not a private group.</p>
<p>The meeting room for this open house for Ancich dock is filled and crowded – mostly with the kayak clubbers. This is exactly what local residents are trying to prevent in their Millville residential area – crowds! This is atrocious! Also that you are pressing this project on this very expensive piece of land with a 3,200 square foot building for a private club in unbelievable. I object to this. I am also mad that this part of the process is moving so quickly. I will say, that you have been responsive to some of our citizens concerns and I am very grateful to you all for that. I have to say “No” to a park devoted to a private club.</p>
<p>This decision hasn't had enough public exposure to be made now!! I'd like to see the smaller (800 sq ft) building with a bulkhead rather than rip rap. Also, these should still be an elevator and the switch back area should be used for more flat area (hillside carved away) or tiered seating and planting (hillside left in place). There needs to be more actual park square footage available for use by the community. I have serious reservations about the City allowing a private group to have a facility on public property, especially when the group consists of almost totally minors. The liability of being possibly responsible for their safety in a dangerous area of the Harborview Dr. worries me. Many Kayakers drive and will be there without adult supervision. As a citizen living inside the city limits, I'm not happy building a facility for this private club on public park lands.</p>
<p><b>NO PREFERENCE: COMMENT RESPONSES</b></p>
<p>Thanks. GHXC Jr. Sail could live with slightly smaller bldg. but support R-4.</p>
<p>More consideration for lawn (park) access for pedestrians/visitors, less building. More exploration of use needed.</p>
<p>I would like to see another option. More grass and a smaller building, something a little narrower.</p>
<p>All are excellent proposals except no overnight moorage is needed.</p>
<p>There are many details that have not been worked out. Jerkovich turnaround/easement issues/legal. No places for grass for families and kids. Building overpowers the site. Want a bulkhead to increase useable space. Explore putting part of the building under the sidewalk. Need more available land for “non boaters” to use. Right now, this is a boat storage/boat launch site. We all want this to be a fantastic site for all.</p>
<p>Refrain from using dimensional lumber for railings-use wire systems. Retain existing transient moorage (Jerisich) – no need for more. Add central public/private reservation system to make transient moorage more efficient. Provide dinghy/tender tie up Jerisich/Pier. Low freeboard human powered draft floats do not exist in City. All existing floats too high. Commercial fish moorage and netshed use consistent with resolution, that's good. Design for upland</p>

## Ancich Open House Comments – May 2016

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not consistent with heritage fishing site, please look at existing netsheds/fishing sites for inspiration and arch. details.

# HARBOR VIEWING OPPORTUNITIES: PRIVATE AND PUBLIC

ANTHONY'S VIEWING AREA

BOGUE VIEWING PLATFORM

AUSTIN ESTUARY

MURPHY'S LANDING

EDDON PIER DECK PARK

ARABELLA'S VIEWING PIER

SHIP TO SHORE

BAYSHORE BUILDING VIEWING

JERISICH PIER

RUSSELL PLAZA

MARITIME PIER

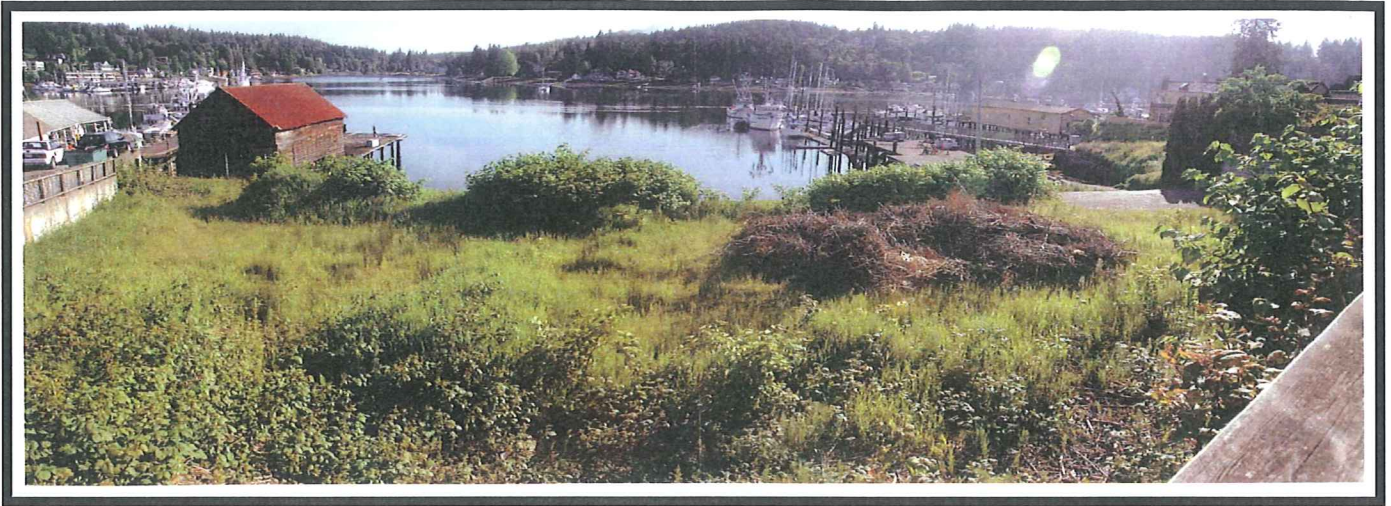
FERRY LANDING

## Legend

- Private
- Public



40 years ago authors of the City's Shoreline Master Program aptly wrote that preserving Gig Harbor's "character" meant "to encourage development of moorage and dock facilities." This is still our goal.



## Ancich Park BOATING CENTER

### BACKGROUND

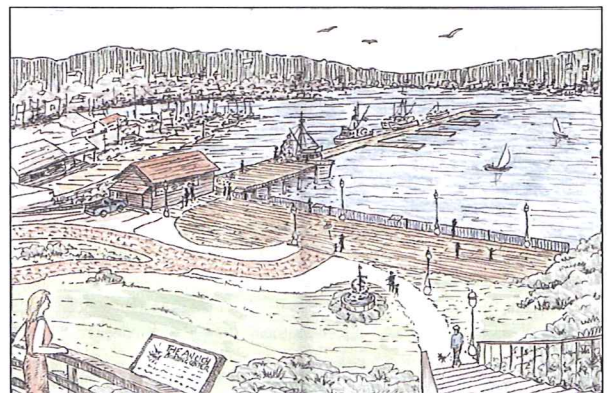
Named in 1841, **Gig Harbor** is located in Pierce County on a small bay across the Tacoma Narrows Bridge in Washington State. Water dependent uses like logging, commercial fishing, and boat building shaped the local economy for over one hundred years. Today, 7,500 city residents and over 60,000 on the Greater Peninsula call *Gig Harbor* home. The Bay itself is home to thousands of sail boats, commercial and recreational boats, kayaks, paddle boards, and canoes that are increasing in numbers every year. The need for new access was the catalyst for this year's purchase of nearly **100 feet of waterfront** known as the Ancich site.

### PROJECT COST & DESCRIPTION

Conventional wisdom used to be that by creating a strong economy first, a higher quality of life would follow. The converse now seems more likely: *creating a higher quality of life is the first step to attracting new residents and jobs.*<sup>1</sup>

**The City is requesting \$921,000** in State Funds to design and construct **deep-water access for a Multi-Use Boating Center.**

It will provide moorage slips for commercial and recreational boaters, storage facilities for a community kayak program, staging platform for the youth sailing program, and new water access for the City.



*"A Multi-Use Boating Center will serve area youth, promote environmentally sound uses, and provide new access for residents and visitors throughout the region."*

MAYOR CHUCK HUNTER

City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

January 5, 2013



# Direct & Indirect Benefits

## JOBS AND INCOME

The Multi-Use Boating facility is expected to create an estimated **25** new construction jobs in 2014. New moorage activity and service-related commerce will boost economic activity for the entire area. The reach of recreational programs, water safety education, tourism, sailing, kayaking, paddle boards, motor boats, and park activity may create as much a **\$172** per day<sup>1</sup> in added revenues for local businesses.

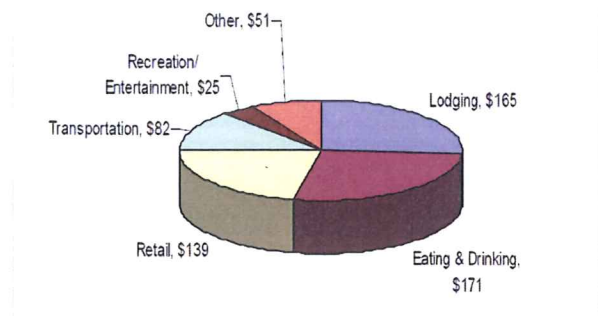
## COMMERCIAL FISHING INDUSTRY

According to data from National Marine Fisheries, there were at least 87 commercial fishing permits registered to Gig Harbor residents in 2000. 73 Gig Harbor residents served as crewmembers.<sup>2</sup> Contrary to an industry in decline, diversification of seasonal fisheries puts Gig Harbor's **Commercial Fleet** in fourth position as the largest in the State. Their contribution to the local economy for goods and services cannot be understated. The Multi-Use Facility will include moorage slips for the Commercial Fleet with seasonal "hot berths" for recreational boaters during the summer fishing season in Alaska.

## HAND-POWERED WATERCRAFT

**Gig Harbor's Kayak Team** is only 10 years old, but has developed into one of the best performers in the country. The biggest factor for their success is the quality programs for youngsters ages 10 to 12. The mission of the Gig Harbor Canoe / Kayak Racing Team is to provide opportunities for local youth to compete regionally, nationally, internationally, and ultimately at the Olympic level. The Multi-Use Boating Center staff will train, encourage, and inspire those who want a leisurely cruise around the harbor or those that want to pursue Olympic Dreams. The Club also sponsors **Wounded Warriors Kayak Program** training for the **2015 Paralympic Games**.

Heritage Tourism Spending by Economic Section (\$ million) <sup>3</sup>



The waterfront property including the dock on the left and the NetShed on the right are now owned by the City

Land Acquisition ..	\$1,695,000
Design .....	\$ 87,750
Engineering .....	\$ 254,250
Construction .....	\$1,500,000
<b>Total .....</b>	<b>\$3,537,000</b>
<b>CITY- LAND .....</b>	<b>\$ 1,695,000</b>
<b>CITY .....</b>	<b>\$ 921,000</b>
<b>STATE FUNDS ....</b>	<b>\$ 921,000</b>

## REUSE OF THE NETSHED

The Greenest Building: "Reusing existing buildings is good for the economy, the community and the environment. At a time when our country's foreclosure and unemployment rates remain high, communities would be wise to reinvest in their existing building stock. Historic rehabilitation has a thirty-two year track record of creating \$2 million jobs and generating \$90 billion in private investment. Studies show residential rehabilitation creates 50% more jobs than new construction." <sup>4</sup> The Ancich Netshed will be adaptively reused for staging, storage, education space, and programming.

<sup>1</sup>Resource: Gig Harbor Historic Waterfront Association

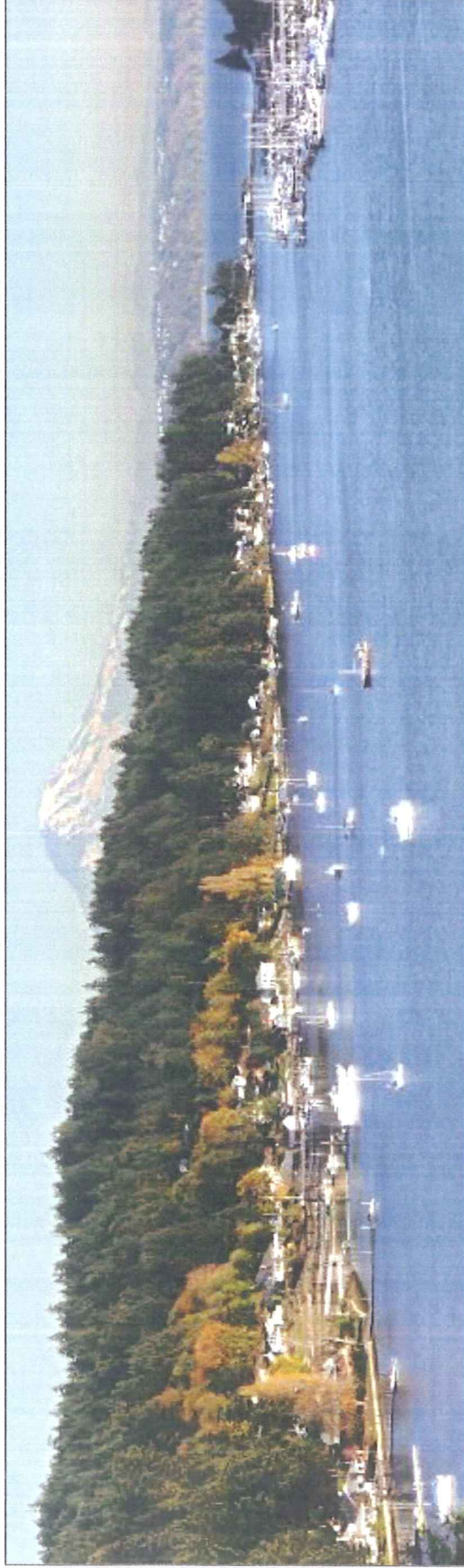
<sup>2</sup>Northwest Fisheries Science Center (NOAA) West Coast and North Pacific Fisheries Community Profile 2006. [http://www.nwfsc.noaa.gov/research/divisions/sd/community\\_profiles/Washington/Gig\\_Harbor\\_WA.pdf](http://www.nwfsc.noaa.gov/research/divisions/sd/community_profiles/Washington/Gig_Harbor_WA.pdf)

<sup>3</sup>National Trust for Historic Preservation. <http://www.preservationnation.org/information-center/sustainable-communities/sustainability/green-lab/valuing-building-reuse.html>

<sup>4</sup>Walkable City, Jeff Speck. <http://www.theatlanticcities.com/design/2012/12/10-techniques-making-cities-more-walkable/4047/#.ULz1JKXW3FQ.email>



City of Gig Harbor



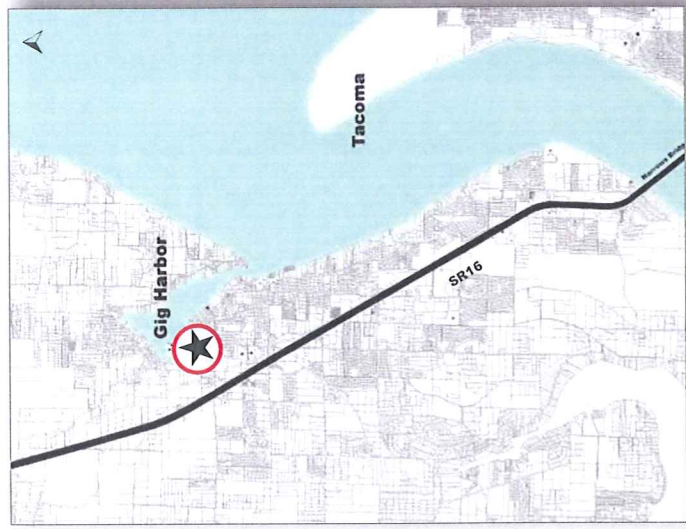
## Ancich Water Access Park Project

ALEA 14-1457 DEV



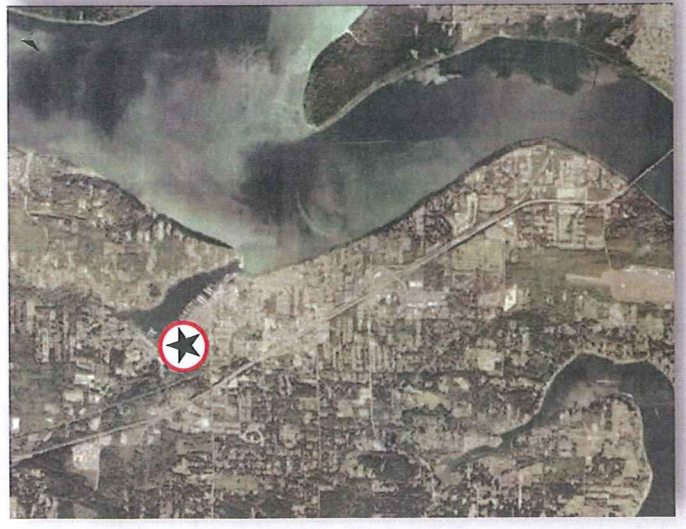


Ancich  
Park  
In  
Gig Harbor



SITE LOCATION MAP

Ancich  
Park  
In  
Gig Harbor



SITE LOCATION

REGIONAL LOCATION MAP



SITE LOCATION



1. FIT WITH ALEA PROGRAM GOALS

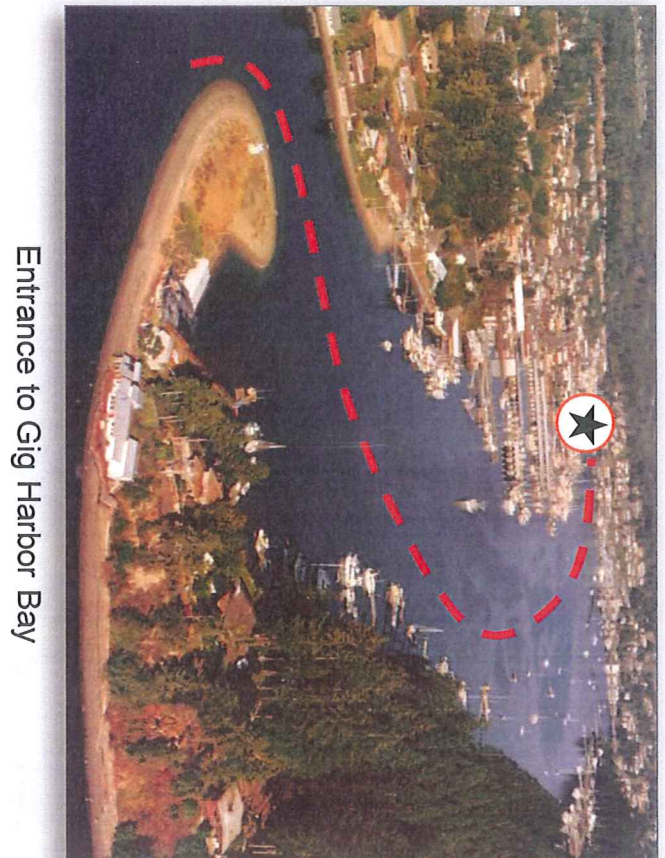
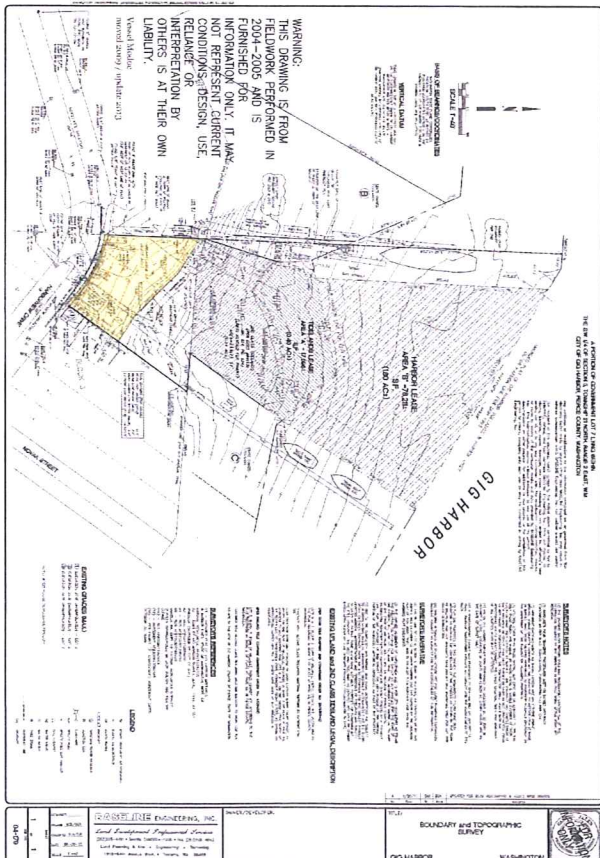


SITE LOCATION

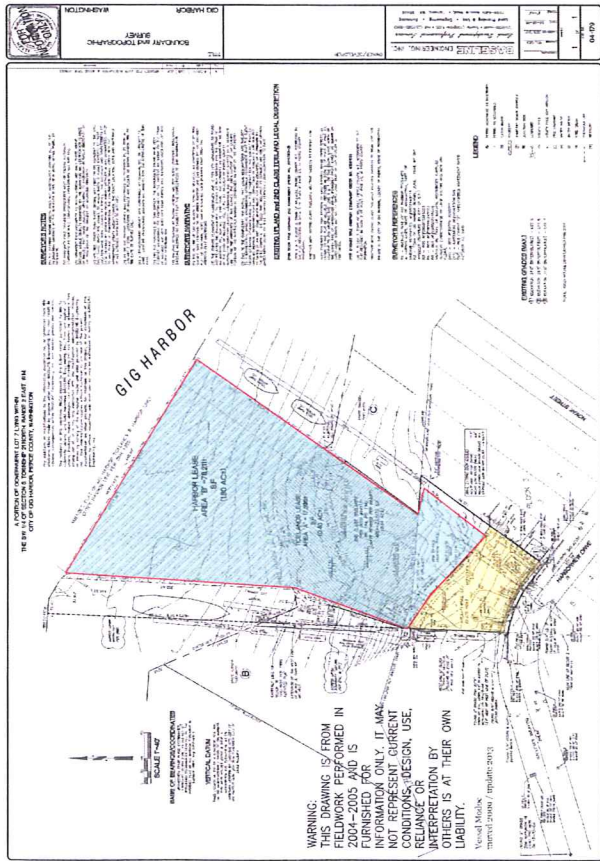


1. FIT WITH ALEA PROGRAM GOALS

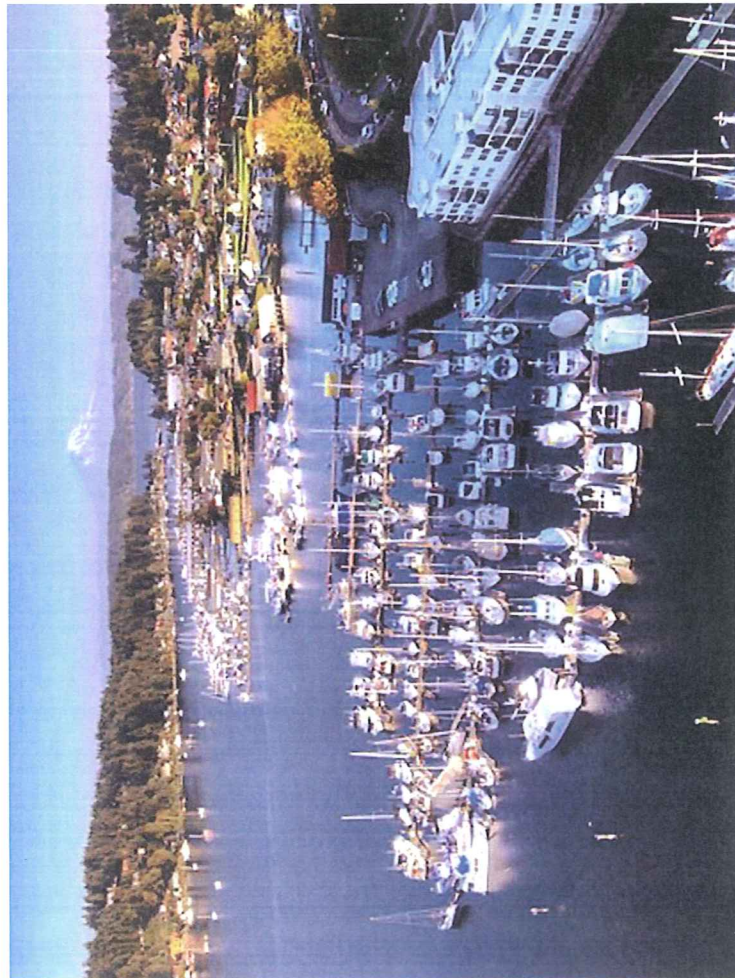
SITE LOCATION



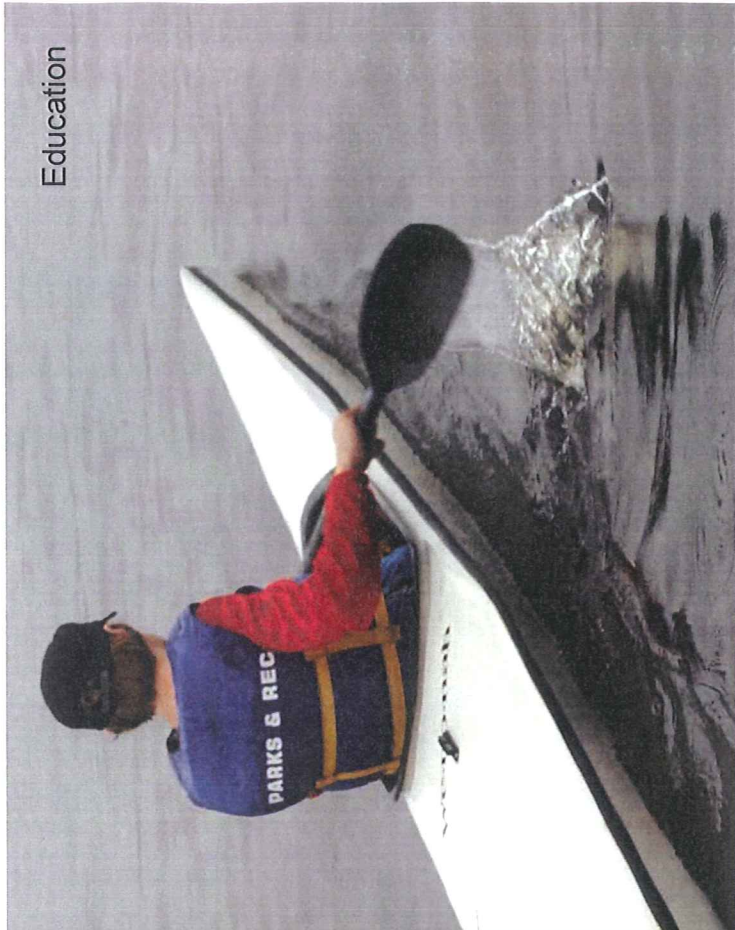
GIG HARBOR ALEA-DEV 14-1457



1. FIT WITH ALEA PROGRAM GOALS



1. FIT WITH ALEA PROGRAM GOALS

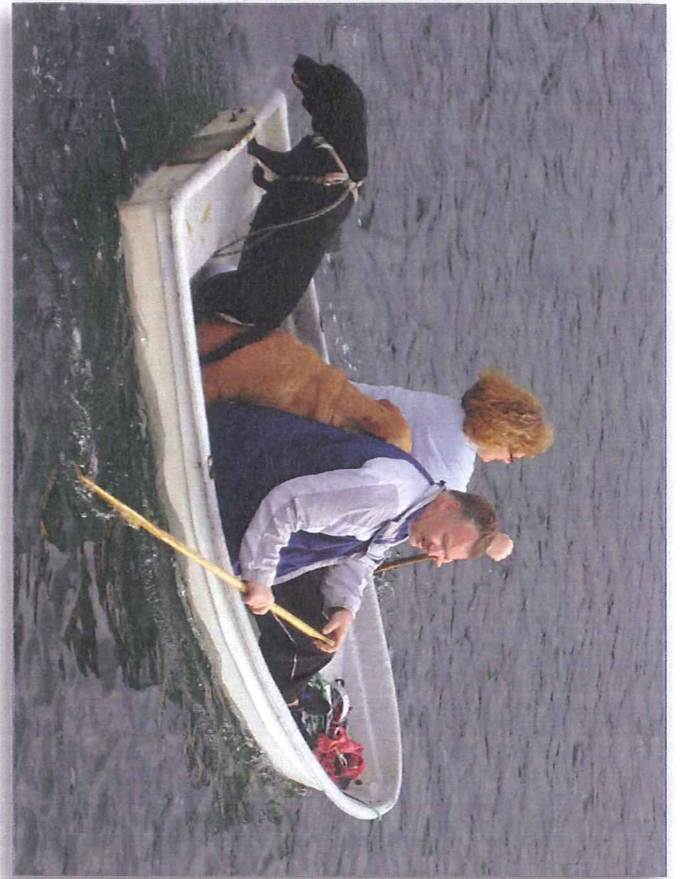


Education

1. FIT WITH ALEA PROGRAM GOALS



1. FIT WITH ALEA PROGRAM GOALS



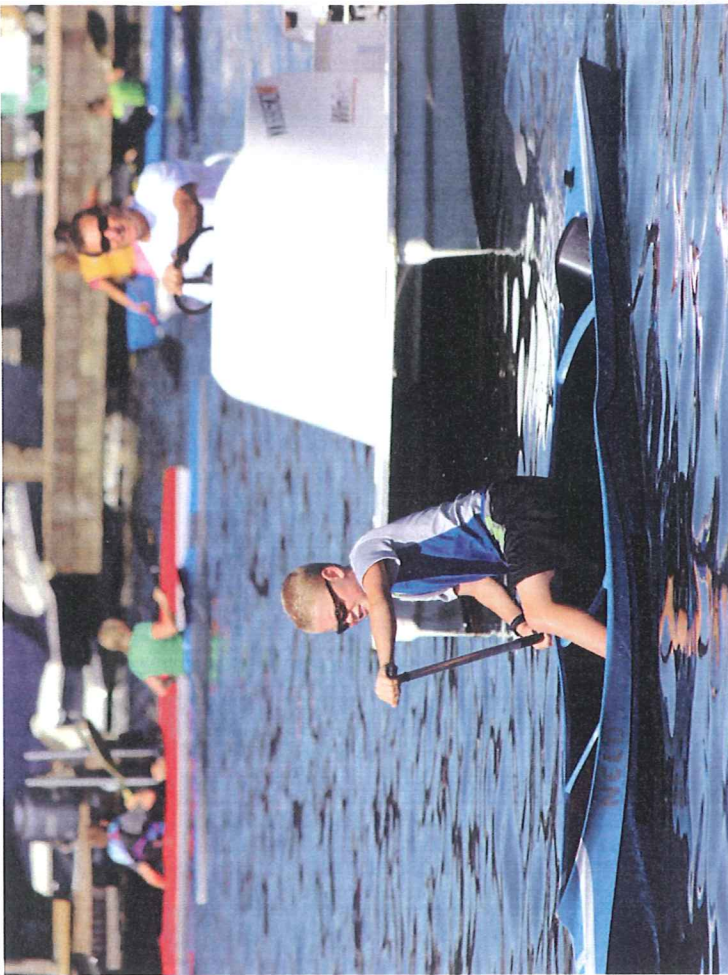
1. FIT WITH ALEA PROGRAM GOALS



1. FIT WITH ALEA PROGRAM GOALS



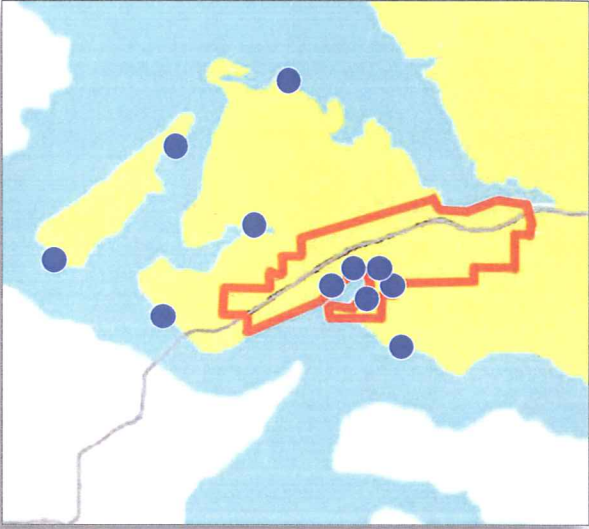
GIG HARBOR ALEA-DEV 14-1457



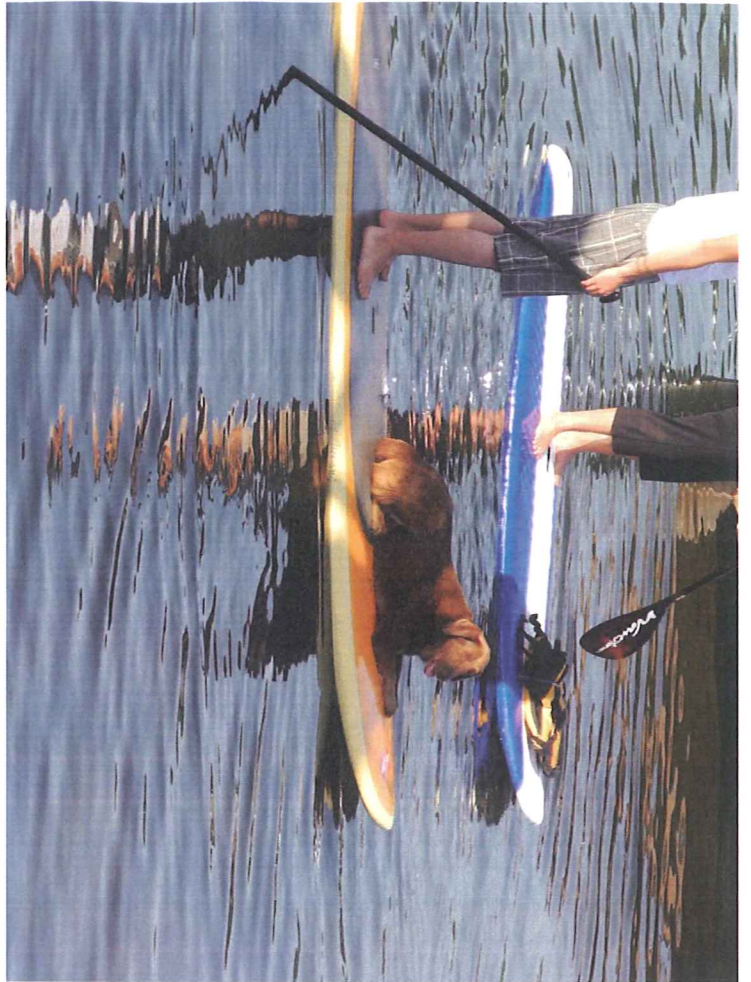
GIG HARBOR ALEA-DEV 14-1457



2. PROJECT NEED



GIG HARBOR ALEA-DEV 14-1457



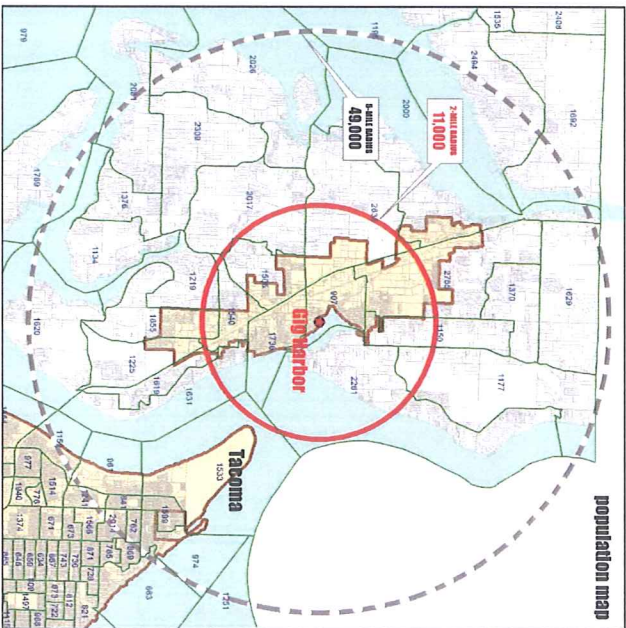
2. PROJECT NEED

2. PROJECT NEED

Water Access :

- Gig Harbor Comprehensive Plan
- Gig Harbor Parks and Open Space Plan
- #1 Parks Commission Objective
- 2014 Shoreline Master Program

*"It is the goal of the City of Gig Harbor to preserve and enhance opportunities for physical and visual public access to shorelines." 2014 SMP*



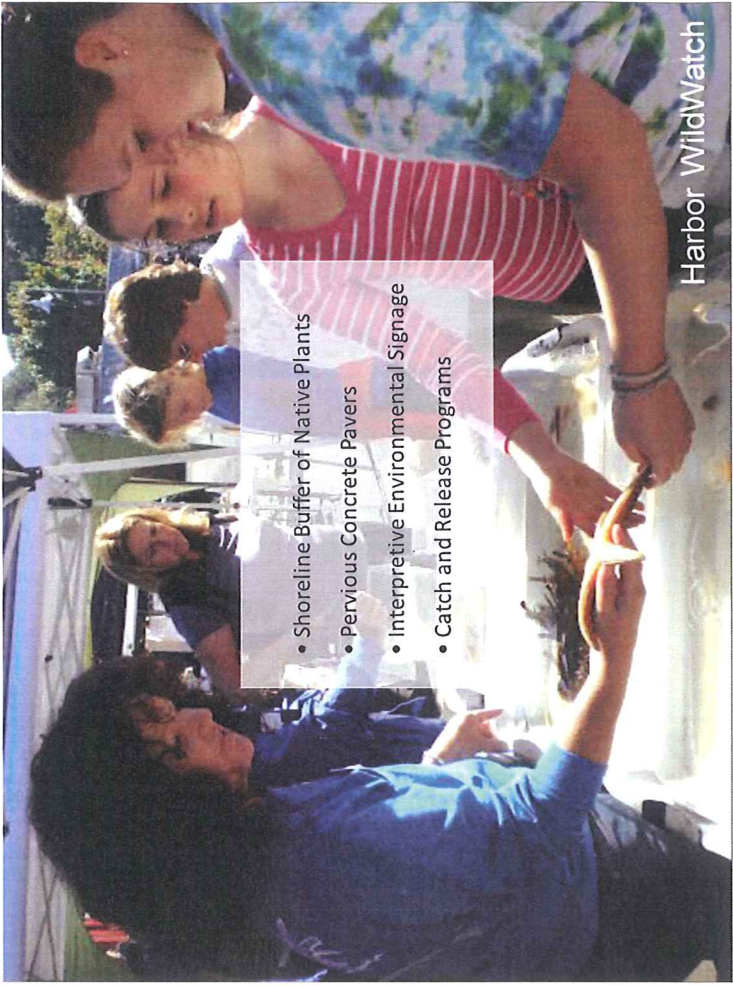
population map



### Education

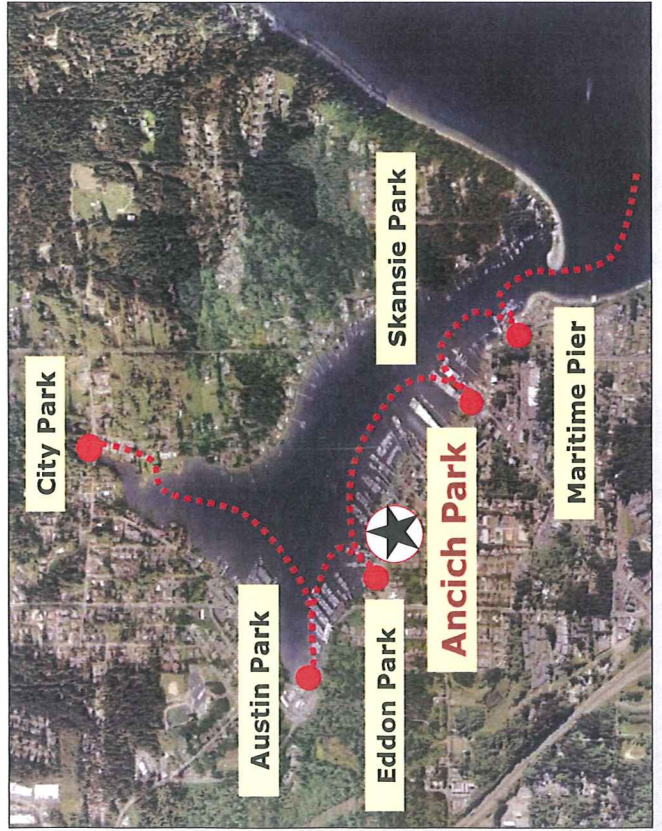


2. PROJECT NEED



### Harbor WildWatch

- Shoreline Buffer of Native Plants
- Pervious Concrete Pavers
- Interpretive Environmental Signage
- Catch and Release Programs

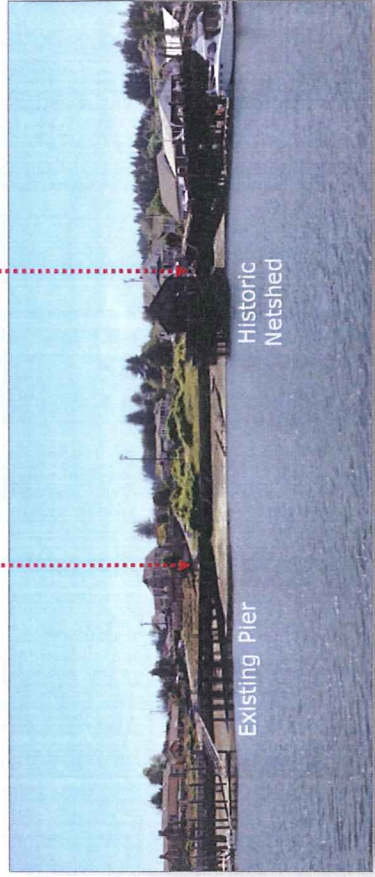


3. SITE SUITABILITY

3. SITE SUITABILITY



### Site (viewed by water) in 2012



Existing Pier  
Historic Netshed



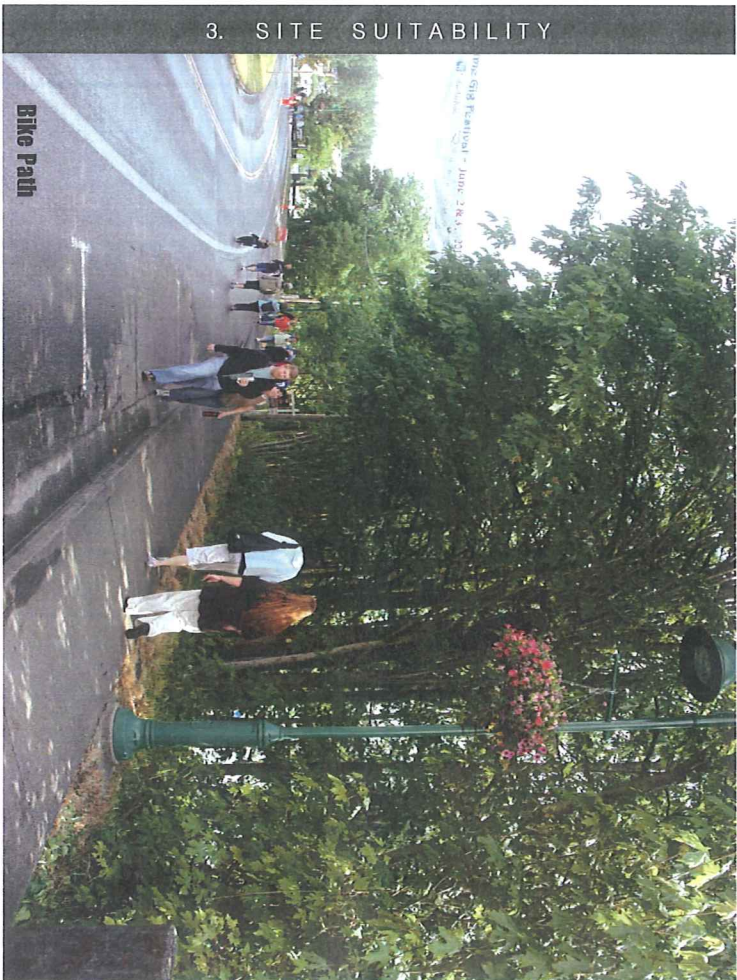
Site in 2012



Site (viewed from the sidewalk) today

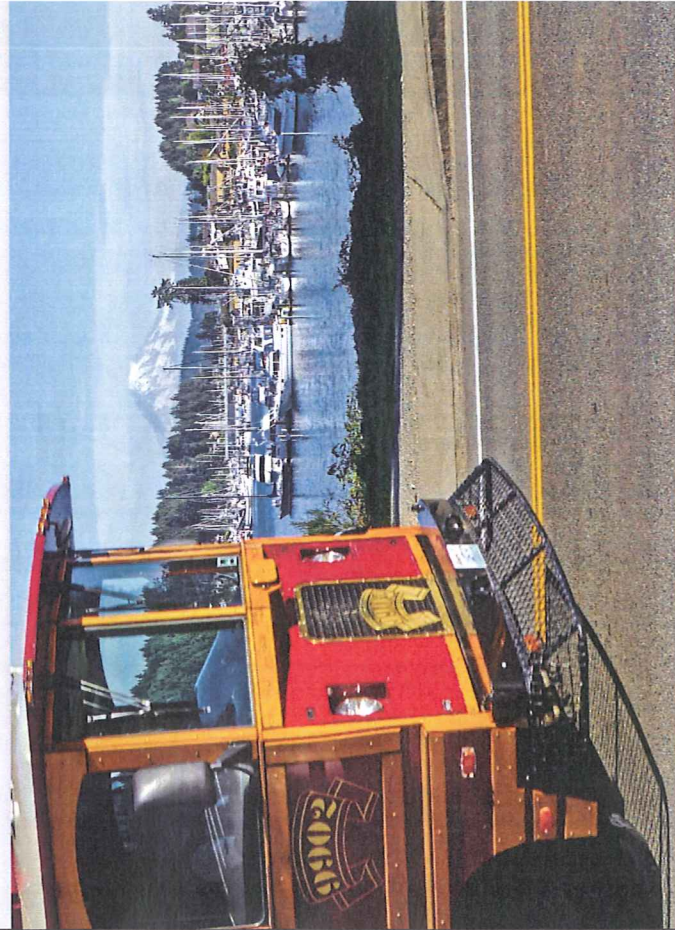


3. SITE SUITABILITY



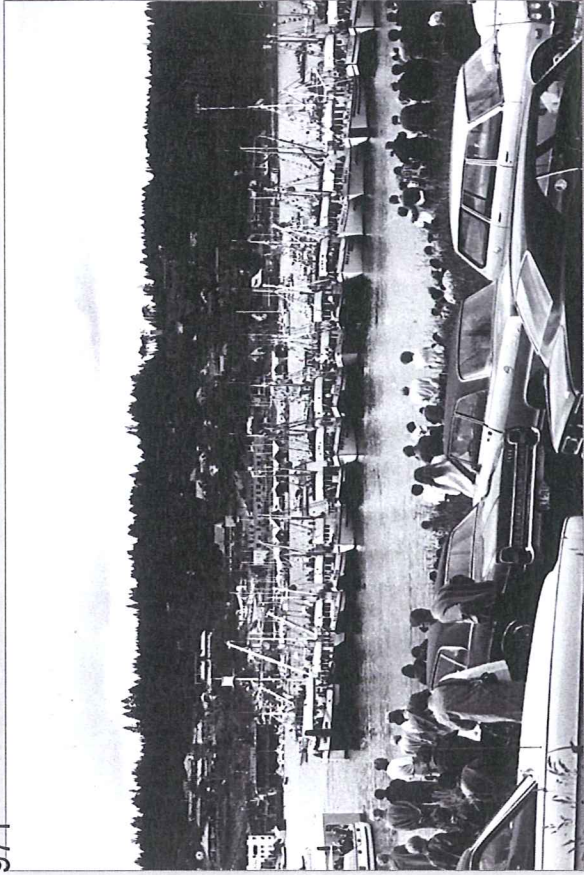
Bike Path





3. SITE SUITABILITY

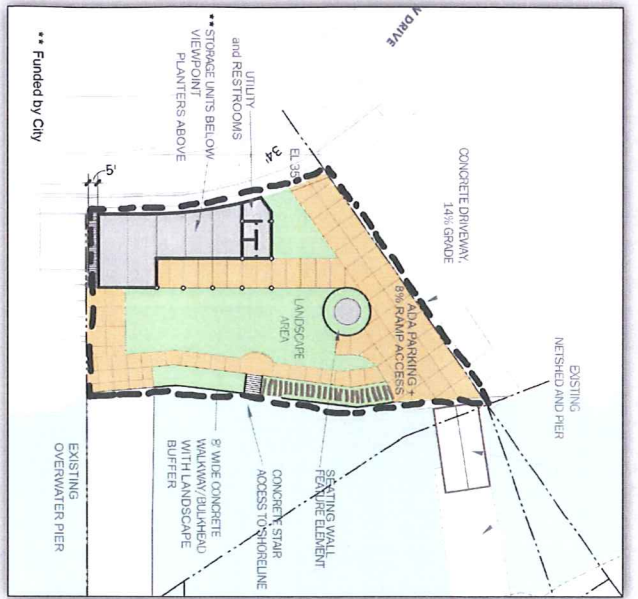
Blessing of the Commercial Fishing Fleet at the Ancich site in 1971



4. PROJECT DESIGN and VIABILITY



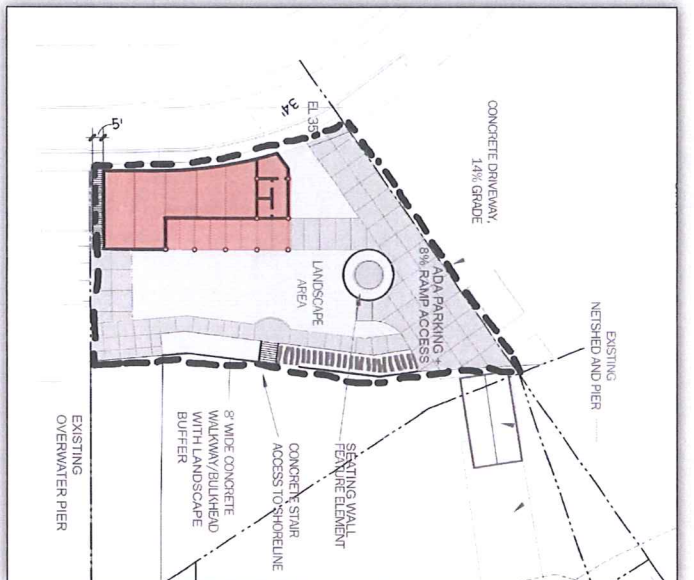
4. PROJECT DESIGN and VIABILITY



- Site Features:**
- Restrooms
  - Shoreline Boardwalk
  - Open Areas for Recreation
  - Beach Access Ramp & Stairs
  - Storage for Small Boats (CITY-FUNDED)
  - ADA Parking
  - Shoreline Buffer
  - Native Vegetation
  - Art Feature & Seating Wall
  - Lighting
  - Drinking Fountains
  - Interpretive Signage
  - Benches and Picnic Tables



4. PROJECT DESIGN and VIABILITY



- Site Features:**
- Street Level Viewpoint
  - Seating – Raised Planters
  - Lighting



GIG HARBOR ALEA-DEV 14-1457



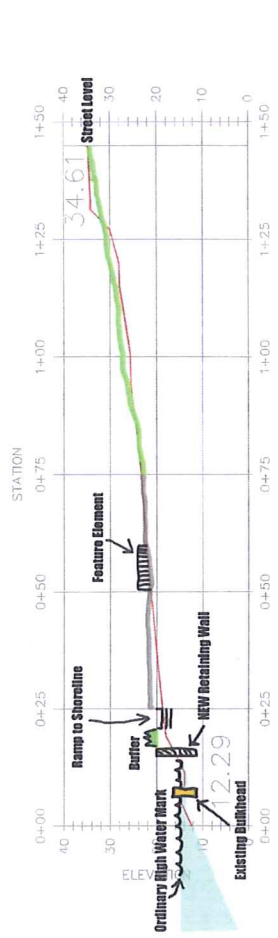
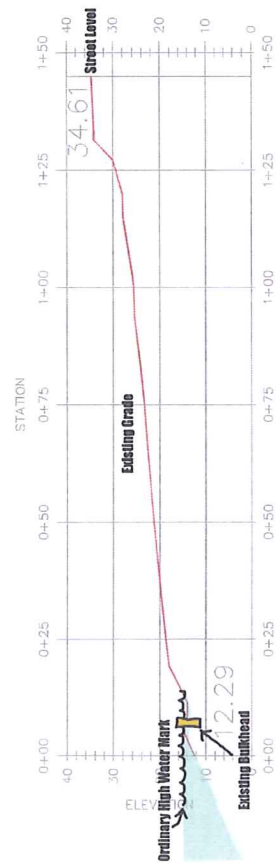
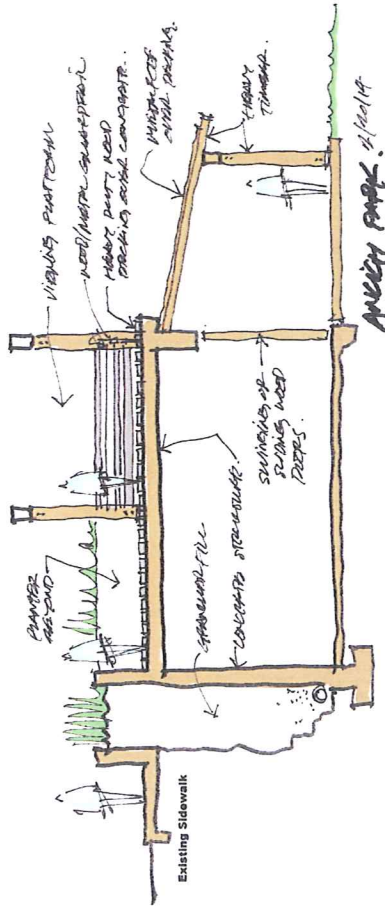
Existing rock wall abutting the sidewalk

GIG HARBOR ALEA-DEV 14-1457



Viewing Platform at Streetface site atop Public Restrooms and a Covered Shelter

(RCD Funds will not be used to construct Boat Storage Area beneath platform)



#### 4. PROJECT DESIGN and VIABILITY



We value:

- Open Waters
- Marine Environments
- Water Quality
- Passive Recreation



GIG HARBOR ALEA-DEV 14-1457



#### 5. COMMUNITY INVOLVEMENT / SUPPORT

##### SUPPORTING ORGANIZATIONS and ACTIONS

- GH Waterfront Alliance Association
- Gig Harbor Rotary
- Harbor WildWatch
- GH Commercial Fishermen's Club
- City of Gig Harbor
- PenMet Parks District
- KGI Watershed & Stream Team
- Gig Harbor Parks Commission
- Gig Harbor Canoe and Kayak Club
- Gig Harbor History Museum
- Resolution #959
- Parks Commission
- Operations Committee
- Mayor and City Council
- Comprehensive Plan
- Parks Plan
- Shoreline Master Program
- GH Chamber of Commerce

GIG HARBOR ALEA-DEV 14-1457





Thank you!



**RESOLUTION NO. 949**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,  
ADOPTING THE PARKS COMMISSION NOTICE OF  
RECOMMENDATION REGARDING FUTURE USES OF THE ANCICH  
WATERFRONT PARK.**

---

WHEREAS, on February 25, 2013, the City Council authorized the Parks Commission to conduct a public visioning process for the Ancich Waterfront Park; and

WHEREAS, the intent of the process was to develop a shared vision for the future use of the property; and

WHEREAS, the Parks Commission, Public Works Department and Planning Department worked together as a joint effort; and

WHEREAS, a Stakeholders committee was established in March, 2013, that comprised of approximately 20 local residents, citizens, business owners, recreationalists and nearby property owners; and

WHEREAS, during the first Stakeholders meeting on April 17<sup>th</sup>, 2013 they identified community needs not currently being met or sufficient along the waterfront of Gig Harbor; and

WHEREAS, during the second meeting on April 24<sup>th</sup>, 2013 the stakeholders focused on implementing and submitting a collaborative approach to the development of the future park due to the site location and community needs; and

WHEREAS, on May 22, 2013 the Stakeholders in conjunction with the Parks Commission held a well-attended Open House on their findings; and

WHEREAS, during a joint meeting on July 15, 2013 the Parks Commission presented City Council with initial recommendations for the site to preserve the existing structures and begin restoration of the netshed; and

WHEREAS, the Parks Commission met on August 7, 2013, September 4, 2013, and October 2, 2013 regarding the topic; and

WHEREAS, the Parks Commission held an Open House and Public Hearing on November 6<sup>th</sup>, 2013 and made a motion to forward their recommendation to City Council for final consideration; and

WHEREAS, on December 9<sup>th</sup>, 2013, the City Council held a public hearing and considered the Parks Commission recommendation for Ancich Waterfront Park attached hereto as Exhibit A; now, therefore,





**THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY  
RESOLVES AS FOLLOWS:**

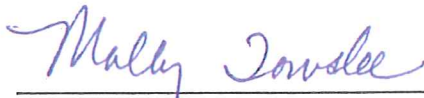
Section 1. Ancich Waterfront Park Uses – Adopted. The Gig Harbor City Council hereby adopts the Parks Commission recommendation on uses appropriate for Ancich Waterfront Park as drafted and attached as Exhibit A and incorporated herein by reference.

PASSED by the City Council this 9th day of December, 2013.

APPROVED:

  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

  
Molly Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

  
Angela Summerfield, City Attorney

FILED WITH THE CITY CLERK: 12/02/13  
PASSED BY THE CITY COUNCIL: 12/09/13  
RESOLUTION NO: 949





DEVELOPMENT SERVICES

## NOTICE OF RECOMMENDATION

### CITY OF GIG HARBOR PARKS COMMISSION

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Rahna Lovrovich, Chair, Parks Commission  
**RE:** Ancich Waterfront Park – Recommendation

---

#### **Council Directive:**

On February 25, 2013, the City Council authorized the Parks Commission to conduct a public visioning process for the Ancich Waterfront Park as outlined in a memo from the Mayor. The intent of the process was to develop a shared vision for the use of the property. This was a joint effort of the Parks Commission, Public Works department and Planning Department with Lindsey Sehmel, Senior Planner, as the Commission's primary liaison.

#### **Stakeholders Participation:**

A group of approximately 20 local residents, citizens, business owners, recreationalists, and property owners participated in the visioning process through the months of April and May 2013. The first workshop occurred on April 17<sup>th</sup>, 2013 and had a focus on goal setting for the site. The stakeholders identified community needs not currently met or sufficient along the waterfront, a summary of these findings can be found in the attached packet. The focus of the second meeting on April 24<sup>th</sup> was on implementation and submitting a collaborative use approach to the Parks Commission for their consideration. The final recommendations from the stakeholders focus on primary uses to be water dependent with commercial fishing and human powered craft in addition to retention and redevelopment of the existing structures on the site. In no particular order, the stakeholders found that the top priorities of the site are:

- Uses of the site to be shared among the community – collaborative and compatible;
- Preserve and strengthen the view from both landward and waterward;
- Historic preservation of Netshed and recognition of historic features of site;
- Provide dock access and moorage facilities for both commercial fisherman and small/personal craft and that the two should not share the same float system;
- Provide storage opportunities on site and access and maneuverability to and from the storage facility; and
- Provide direct access to the shore.

Parking was not found to be a priority or need of the site. It was noted that if parking is required, it shall be provided underground and fully screened from the water and public right of way.

These findings were presented at a broadly noticed public open house on May 22, 2013.

**Parks Commission Review:**

The Parks Commission held work-study sessions at their regularly scheduled meetings from March 2013 through November 2013, meeting minutes are attached.

The Commission hosted a second open house prior to the public hearing on November 6<sup>th</sup>. Public notice for the open house and public hearing was provided in the Gateway, posted on the property, and on the City's webpage. There was substantial testimony supporting the Parks Commission approach for shared use at the site from a broad range of community members. After deliberation, at the public hearing session, the Parks Commission recommended that the below findings be forwarded to City Council for final consideration.

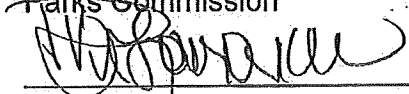
**Findings of Fact:**

The Parks Commission makes the following findings in relation to their recommendation to the uses on Ancich Waterfront Park, as supported by the Working Waterfront designation of the Shoreline Master Program.

These recommendations are all of high priority. Additional uses or proposals beyond the scope of these recommendations should be vetted with the broader community involved with the process prior to any implementation:

1. Allow the commercial fishing fleet to have singular use of the Ancich netshed, utilizing the opportunity for viewing of net work and educational uses. The netshed is not intended to be used for overnight storage.
2. Build a dock/float system aligned with the netshed for the Commercial fleet, supporting the historic context of the site.
3. Allow use of the commercial dock/float system for transient moorage during summer fishing season.
4. Establish public storage/locker facilities onsite for storage and easy access to and from the water for human powered craft.
5. Adjacent to the southern portion of the lot, build a low profile dock/float system for access to and from the water for small craft users.

Rahna Lovrovich, Chair  
Parks Commission



Date 11/25/2013

# Parks Commission FINDINGS

UPLAND VIEW



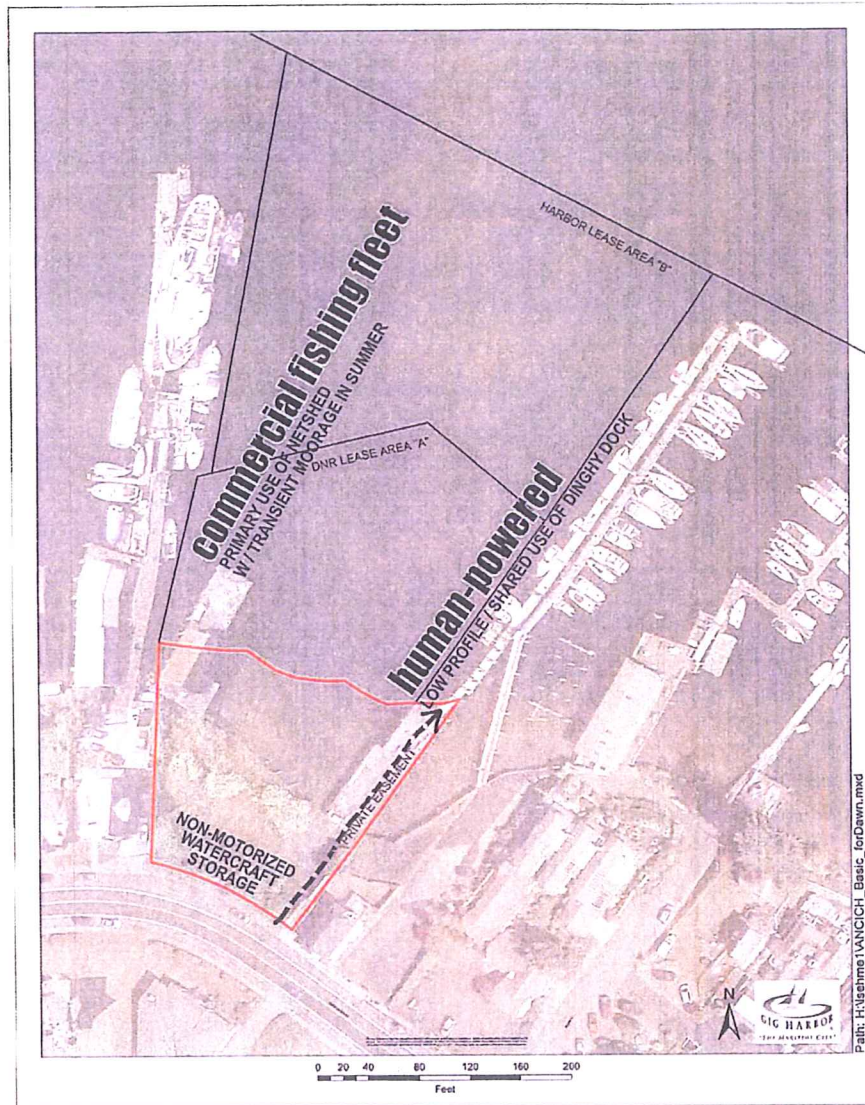
WATER VIEW



## List of City-Wide Park Use Priorities the Parks Commission found not appropriate for Ancich Park

Ancich Waterfront Park Parks Commission Use/Priority Worksheet of August 7, 2013				
Stakeholder identified UNDERMET NEEDS	Community-wide priority of UNDERMET NEEDS (1=high 2=moderate 3=low)	NEED proposed for Ancich Site?		Comments
		Yes	No	
Barefoot Access to shore	3		X	Already available at several parks, not a necessity.
Boating Destination	2		X	Size constraints on Ancich site, city needs to provide more necessities to be able to be considered a boating destination such as fuel dock, grocery store, and public showers.
Citizen access to water/tidelands	3		X	Already available at several parks, not a necessity.
Environmental Destination	2		X	No structure but use allowed and supported.
Fuel Dock	1		X	Not at Ancich due to geography constraints and impacts to the residential neighborhood.
Kayak team home base	3		X	Allow use of Ancich site for team but not appropriate for a large structure/development.
Moorage bouys	3		X	Commission states that the bay is too small for moorage bouys and that they are not an appropriate form of use within the Harbor due to the amount to boat traffic. They are not recommended to be placed anywhere.

# Parks Commission FINDINGS



## List of Priorities for Ancich Park

Ancich Waterfront Park Parks Commission Use/Priority Worksheet of August 7, 2013		
Stakeholder Identified UNDERMET NEEDS	Community wide priority of UNDERMET NEEDS (1=high 2=moderate 3=low)	Comments
Active netshed for commercial fishing	1	Utilize opportunity for viewing of net work, educational use, supportive of historic working waterfront. Use for work and unload only, not storage.
Boaters access to land	2.5	Secondary to primary moorage, not an exclusive use. Consider proposing time limits for moorage similar to Eddon Boat.
Commercial fishing fleet moorage	1	Yes, very high priority for Ancich site due to working waterfront designation. Align with the netshed. Support the historic context and economy.
Dingy moorage	2	Similar to what is available at Jerisich.
Income producing use	3	For lease process, require lessors of space to rent at market rate cost to cover O&M of facilities.
Human powered craft storage/lockers	1	For general public use with potential to lease a portion of the structure to Kayak Team.
Low profile dock	1.5	City has two already at Eddon and Jerisich. However, this is also an appropriate use for Ancich.
Preservation of Netshed	1	Historical preservation of Ancich netshed is a high priority, and has previously been forwarded to the City Council for initial phasing to preserve and restore it.
Public Dock	2	The Commission recognizes the need for additional seasonal (summer) moorage that could cooperate with the fishing fleet being out of town. There is no proposal for a primary use of a transit moorage dock, and such as use would not be appropriate for Ancich.
Recognition of historic working waterfront	1	Yes, very high priority for Ancich site.

Natural Resources Building  
1111 Washington St. S.E.  
Olympia, WA 98501

P.O. Box 40917  
Olympia, WA 98504-0917



(360) 902-3000  
TTY (360) 902-1996  
Fax: (360) 902-3026

E-mail: [info@rco.wa.gov](mailto:info@rco.wa.gov)  
Web site: [www.rco.wa.gov](http://www.rco.wa.gov)

STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE

November 30, 2015

Maree' George  
City of Gig Harbor  
3510 Grandview St  
Gig Harbor, WA 98335

RE: Ancich Waterfront Park, RCO# 14-1457D

Dear Ms. George:

Enclosed is a signed original of the project agreement for your files. Please pay close attention to the project milestones and contact us immediately if you have difficulty meeting your deadlines or with completing the approved scope of work.

Please find program manuals on our website and electronic billings through PRISM Scott Thomas at (360) 725-3932 or [scott.thomas@rco.wa.gov](mailto:scott.thomas@rco.wa.gov).

Thank you for your support and participation in our grant programs. We wish you success and look forward to seeing the completed project!

Sincerely,

*Cindy Gower*

Cindy Gower  
Recreation and Conservation Office  
Administrative Assistant  
(360) 902-3013

Enclosure





## Funding Board Project Agreement

**Project Sponsor:** City of Gig Harbor

**Project Number:** 14-1457D

**Project Title:** Ancich Waterfront Park

**Approval Date:** 7/1/2015

**A. PARTIES OF THE AGREEMENT**

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Gig Harbor (sponsor), 3510 Grandview St, Gig Harbor, WA 98335 and shall be binding on the agents and all persons acting by or through the parties.

**B. PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the Aquatic Lands Enhancement Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

**C. DESCRIPTION OF PROJECT**

The City of Gig Harbor will use this grant to develop a shoreline property for new water access for hand-powered watercraft, grassy open space for passive upland recreation, viewing areas, kayak and canoe storage, public restrooms, and amenities such as a water fountain, benches and picnic tables. A shoreline boardwalk, lighting, and a street-level overlook with seating and spectacular views of the harbor offer a direct connection to the bay. The primary recreation opportunity provided by this project is non-motorized boating.

**D. PERIOD OF PERFORMANCE**

The period of performance begins on October 1, 2015 (project start date) and ends on August 31, 2018 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

**E. ON-GOING OBLIGATIONS**

For this development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

**F. PROJECT FUNDING**

The total grant award provided by the funding board for this project shall not exceed \$500,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - Aquatic Lands Enhancement Acct	31.25%	\$500,000.00	State
Project Sponsor	68.75%	\$1,100,000.00	
<b>Total Project Cost</b>	<b>100.00%</b>	<b>\$1,600,000.00</b>	

**G. FEDERAL FUND INFORMATION**

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.



**H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

**I. AMENDMENTS MUST BE SIGNED IN WRITING**

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

**J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES**

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

**K. SPECIAL CONDITIONS**

None

**L. AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

**Project Contact**

Name: Maree' George  
Title: Public Works Assltant  
Address: 3510 Grandview St  
Gig Harbor, WA 98335  
Email: georgem@cityofglgharbor.net

**RCFB**

Recreation and Conservation Office  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917

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

**M. ENTIRE AGREEMENT**


This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**N. EFFECTIVE DATE**

This Agreement, for project 14-1457D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

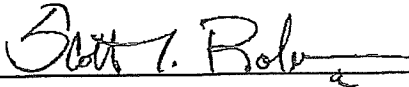
The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Gig Harbor

By:   
Name: (printed) Jill Guernsey  
Title: Mayor, City of Gig Harbor

Date: Nov. 23, 2015

State of Washington, Recreation Conservation Office  
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By:   
Kaleen Cottingham  
Director  
Recreation and Conservation Office

Date: 12/1/15

Pre-approved as to form:

By: /s/  
Assistant Attorney General

Date: July 20, 2015

RECEIVED  
NOV 30 2015  
VIA STATE  
RECREATION AND CONSERVATION OFFICE

## Standard Terms and Conditions of the Project Agreement

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## Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor  
Project Title: Ancich Waterfront Park

Project Number: 14-1457D  
Approval Date: 7/1/2015

### SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any Intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

**applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

**application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**C.F.R.** - Code of Federal Regulations

**contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

**development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

**director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.

**education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

**education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

**equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

**funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.

**indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved (2 C.F.R. § 200.55 (2013)).

**landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

**maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

**maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

**match or matching share** - The portion of the total project cost provided by the sponsor.

**milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C.F.R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

**planning (RCFB projects only)** - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

**planning (SRFB projects only)** - A project that results in a study, assessment, project design, or inventory.

**pre-agreement cost** - A project cost incurred before the period of performance.

**project** - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

**project cost** - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

**RCO** - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

**reimbursement** - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

**renovation project** - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project** - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

**RCW** - Revised Code of Washington

**RTP** - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

**secondary sponsor** - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

**sponsor or primary sponsor** - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

**subaward** - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

**subrecipient** - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

**WAC** - Washington Administrative Code.

## SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

## SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

## SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

#### **SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR**

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### **SECTION 7. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **SECTION 8. COMPLIANCE WITH APPLICABLE LAW**

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

#### SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

#### SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).



- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

#### SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
  2. On-site signs are in place (if applicable);
  3. A final project report is submitted to and accepted by RCO;
  4. Any other required documents are complete and submitted to RCO;
  5. A final reimbursement request is submitted to RCO;
  6. The completed project has been accepted by RCO;
  7. Final amendments have been processed; and
  8. Fiscal transactions are complete.
  9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
  2. Are not included as contributions for any other Federal award;
  3. Are necessary and reasonable for accomplishment of project or program objectives;
  4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
  5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
  7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R. § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
  2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R. § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

#### SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

**SECTION 13. RECOVERY OF PAYMENTS**

- A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

**SECTION 14. COVENANT AGAINST CONTINGENT FEES**

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**SECTION 15. INCOME AND USE OF INCOME**

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
  - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
  - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
    - (a) Value of any service(s) furnished;
    - (b) Value of any opportunities furnished; and
    - (c) Prevailing range of public fees in the state for the activity involved.
  - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of Income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
  - 1. The sponsor's matching resources;
  - 2. The project's total cost;
  - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
  - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
  - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

**SECTION 16. PROCUREMENT REQUIREMENTS**

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
  - 1. Publish a notice to the public requesting bids/proposals for the project;
  - 2. Specify in the notice the date for submittal of bids/proposals;
  - 3. Specify in the notice the general procedure and criteria for selection; and
  - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

**B. Requirements for Federal Subawards.**

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

**SECTION 17. TREATMENT OF EQUIPMENT**

- A. **Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. **Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. **Requirements for Federal Subawards.** Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  4. Adequate maintenance procedures must be developed to keep the property in good condition.
  5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. **Requirements for RTP Subawards.** The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

**SECTION 18. RIGHT OF INSPECTION**

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

**SECTION 19. STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

**SECTION 20. PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

**SECTION 21. ACKNOWLEDGMENT AND SIGNS**

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
  1. The fund source;
  2. The percentage of the total costs of the project that is financed with federal money;
  3. The dollar amount of federal funds for the project; and
  4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

**SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:
 

*"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."*
- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

**SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
  1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
  2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

**E. Real Property Acquisition and Relocation Assistance**

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

**F. Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

**G. Hazardous Substances.**

1. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - a. No hazardous substances were found on the site, or
  - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

**H. Requirements for Federal Subawards.** The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R. § 200.329 (2013)).

**SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES**

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

**SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
  1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
  2. In a reasonably safe condition for the project's intended use.
  3. Throughout its estimated useful service life so as to prevent undue deterioration.
  4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. Open to the public. Facilities open and accessible to the general public must:

1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

#### SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

#### SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11376, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

**SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

**SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

**SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.



## SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/facweb>
- C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:  
Purchased Goods 8% MBE 4% WBE  
Purchased Services 10% MBE 4% WBE  
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- 1. Include qualified minority and women's businesses on solicitation lists.
- 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
- 3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
  - 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
  - 2. \$3,000 or more is included for supplies; or
  - 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
  - 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dba\\_reporting.htm](http://www.epa.gov/osbp/dba_reporting.htm).

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
  - 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  - 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:  
 Certification Regarding Lobbying, EPA Form 6600-06: [http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)  
 Disclosure of Lobbying Activities, SF LLL: [http://www.epa.gov/ogd/AppKit/form/sflllr\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllr_sec.pdf)

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipient's (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

### SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

#### A. Administrative Conditions

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
  - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
  - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
  - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

- 7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
  - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
  - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R. Part 1536 at <http://ecfr.gpoaccess.gov>.
- 8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
- Establish all sub-award agreements in writing;
  - Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
  - Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
  - Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
  - Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
  - Obtain RCO's consent before making a sub-award to a foreign or International organization, or a sub-award to be performed in a foreign country; and
  - Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. **FY12 APPRACT: Unpaid Federal Tax liabilities and Federal Felony Convictions.** This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

**B. Programmatic Conditions:**

1. **Semi-Annual FEATS Performance Reports.** The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
  - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
  - b. The reasons for slippages if the established outputs/outcomes were not met; AND
  - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. **Final Performance Report.** In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. **Recognition of EPA Funding.** Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. **Copyrighted Material.** EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. **Peer Review.** The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator, Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgr460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

**SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

- A. **DUNS and CCR Requirements**
  1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
  2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

**SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at [www.epa.gov/ocfo/financeservices/forms.htm](http://www.epa.gov/ocfo/financeservices/forms.htm). All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. **DUNS and CCR Requirements**
  1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
  2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
    - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
    - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:

- a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization; and
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
  - i. Receives a subaward from you under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
  - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.
3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
  - a. For Title IX obligations, 40 C.F.R. Part 5; and
  - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
  - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.



4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.

- a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004register&docid=fr25jn04-79.pdf>
- b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NMFS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

**SECTION 36. ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

**SECTION 37. AMENDMENTS**

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

**SECTION 38. LIMITATION OF AUTHORITY**

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

**SECTION 39. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

**SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH**

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

#### SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

#### SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

#### SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

#### SECTION 44. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**SECTION 45. GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR**

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

**SECTION 47. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

## Eligible Scope Activities

Project Sponsor: City of Gig Harbor  
 Project Title: Ancich Waterfront Park  
 Program: Aquatic Lands Enhancement Acct

Project Number: 14-1457  
 Project Type: Development  
 Approval: 7/1/2015

### Project Metrics

<b>Sites Improved</b>	
Project acres developed:	0.85
Project acres renovated:	0.85

### Development Metrics

#### Worksite #1, Ancich Waterfront Park

##### Buildings and Structures

**Construct / Install restroom**  
 Number of restrooms:

1 new, 0 renovated  
 2 stalls  
 Restroom

Select the restroom type :

**Construct storage facility**  
 Number of storage buildings:

1 new, 0 renovated  
*Building under the viewing platform.  
 Prorated Ineligible share is 1500/3000 sf  
 = 50% or approx \$193k funded by the  
 City and not in the scope of this grant  
 agreement.*

- 3,000 SF

##### General Site Improvements

###### Develop paths/walkways

Select the surface of the path/walkway:  
 Linear feet of path/walkway:  
 Walkway lighting provided (yes/no):  
 Number of walkway bridges:

Other pervious surface  
 125  
 Yes  
 0 new, 0 renovated

###### Develop viewpoint

Number of designated viewpoints:  
 Select the viewpoint structures:

1 new, 0 renovated  
 Benches/seating, Viewing platform

###### Install fencing/barriers

###### Install general site structures

Select one or more of the sheltered structures included in the project:  
 Select one or more of the surface structures included in the project:

None  
 Plazas, Seating wall

###### Install lighting (general security)

Number of general security lights installed:

3

###### Install signs/kiosk

Number of kiosks:  
 Number of interpretive signs/displays:  
 Number of permanent entrance signs:  
 Project involves installation of Informational signs (yes/no):

0 new, 0 renovated  
 0 new, 0 renovated  
 1 new, 0 renovated  
 No

###### Install site furnishings

###### Landscaping Improvements

Acres of landscaped area :  
 Select the landscape features:

0.13  
 Grass/turf, Groundcover, Irrigation,  
 Native vegetation, Planters

###### Shoreline protection

Linear feet of shoreline protection:  
 Select the shoreline protection type:

210  
 Bulkhead  
*Sheet pile driven behind existing to  
 stabilize bulkhead and level grade*

## Eligible Scope Activities

### Parking and Roads

#### Parking development

Number of vehicle parking stalls:

0 new, 1 renovated

Number of vehicle with trailer parking stalls:

0 new, 0 renovated

Number of accessible parking stalls:

Vehicle with trailers

0

Vehicle

1

Select the parking surfaces :

Other pervious surface

*Pervious concrete pavers*

Select the parking enhancements:

None

### Site Preparation

#### General site preparation

#### Utilities

##### Install power utilities

Select the power utilities:

General service connection,  
Transformers/panels

##### Install sewage system

Select the sewer utilities:

Sewer connection

##### Install water system

Select the water utilities:

Water meter, Water service connection

### Water Access

#### Develop access point

Number of designated water access points:

2

Describe the designated water access point (stairs, ramp, etc.):

*Stairs and an accessible ramp directly to the beach will be constructed within the uplands.*

*Stairs to beach and ADA ramp (max 8%) from ADA Parking*

### Cultural Resources

#### Cultural resources

### Permits

#### Obtain permits

### Architectural & Engineering

#### Architectural & Engineering (A&E)

## Milestone Report By Project

**Project Number:** 14-1457 D  
**Project Name:** Ancich Waterfront Park  
**Sponsor:** Gig Harbor City of  
**Project Manager:** Karl Jacobs

X	!	Milestone	Target Date	Comments/Description
X	!	Cultural Resources Complete	07/21/2015	RCO has completed cultural resources consultation with Native American tribes and the Department of Archaeology and Historic Preservation. No further cultural resource investigation is required at this time.
X		Project Start	10/01/2015	
	!	RFP Complete/Consultant Hired	11/09/2015	
		Design Initiated	11/16/2015	
		Preliminary Design to RCO	03/15/2016	
	!	Progress Report Submitted	03/31/2016	
		60% Plans to RCO	06/01/2016	
		Applied for Permits	07/31/2016	
	!	Annual Project Billing	07/31/2016	
	!	Progress Report Submitted	09/30/2016	
	!	Progress Report Submitted	03/31/2017	
	!	Annual Project Billing	07/31/2017	
		All Bid Docs/Plans to RCO	08/31/2017	
	!	Progress Report Submitted	09/30/2017	
		Bid Awarded/Contractor Hired	10/31/2017	
	!	Construction Started	11/15/2017	Fish window opens.
		50% Construction Complete	02/28/2018	In-water work complete.
		RCO Interim Inspection	03/31/2018	
	!	Progress Report Submitted	03/31/2018	
		90% Construction Complete	04/30/2018	
		Funding Acknowl Sign Posted	05/01/2018	
		Construction Complete	05/01/2018	
		RCO Final Inspection	05/31/2018	
		Final Billing to RCO	06/30/2018	
		Final Report in PRISM	07/31/2018	
	!	Agreement End Date	08/31/2018	

## Milestone Report By Project

X = Milestone Complete

I = Critical Milestone

TESTIMONY OF KAREN BUJACICH MCDONELL BEFORE THE GIG HARBOR CITY COUNCIL MEETING ON MAY 23, 2016 REGARDING ANCICH PARK

My name is Karen Bujacich McDonell and our family property is at 3607 Ross Avenue. I am asking the Council to reject the proposed plan marked R-1 because it is not in compliance with Resolution 949 or the Shoreline Management Plan.

Councilman Kadzik provided some background to you councilmembers in his memo to you of May 19 where he shared the genesis of the intention to use the Park as a base for the use and storage of human-powered sail craft. He and then councilmember Guernsey formed a non-city sanctioned informal "ad hoc" committee to discuss possibilities for the property. The premise of the committee was to discuss utilizing the parcel as a base for the use and storage of human-powered and sail craft. The committee was then made an official "ad hoc" committee of the city under the control of the Parks Commission who developed Resolution 949. Attached to the resolution was a list of priorities, five of which were ranked #1. Of those five, four concerned preservation of the history of the site and the commercial fleet, and one concerned "...general public use with potential to lease a portion of the structure to the kayak team."

Exhibit A, Page 3 to Resolution 949 is a list of City-Wide Park Use Priorities the Parks Commission found not appropriate for Ancich Park. While it identified Kayak Team home base as an undermet need for the community, it ranked it low and checked the box marked "no" regarding the need proposed for the Ancich Site and further qualified it by saying that allowing the use of the site for a team was appropriate, but not appropriate for a large structure/development.

Exhibit A, Page 4 is a list of priorities for Ancich Park that ranks the priorities addressing the Park's undermet needs. The Parks Commission gave a very high priority to recognition of historic working waterfront and to support the historic context and economy. While they gave a priority ranking to human powered craft storage/lockers, they had the caveat that it was for general public use with a potential to lease a portion of the structure to the Kayak team. I would submit that way back in 2013 the Parks Commission did not envision a 3,200 square foot building housing kayaks that were 38 feet in length, nor did it envision that the kayak team would grow four-fold in the time between the adoption of the Resolution and the hearings we are having today. It is clear, however, that the intent of the provision of storage space was on a much smaller scale than the scope and scale we are looking at today.

Resolution 949 might also have predated the adoption of Gig Harbor's Shoreline Management Plan and its recommendations might need to be revisited to determine their compliance with the SMP.

It is important to note that there is not enough space in front of the storage building on the R-1 drawing to get a 38' kayak out of the building, without walking onto the vegetative buffer that slopes downhill. This design also provides the only



access to the beach with these large kayaks down a set of steep stairs, which presents a danger. There will be no room in front of the shed to conduct training or clean off boats.

What is most important to me is that this park comply with the SMP's Historical Working Waterfront designation and this use does not fit. The Historical Working Waterfront zone feels like a zone of distinction to me, a place where our shoreline showcases and honors our fleet of salmon fishermen and their craft. To me, putting a storage unit devoted to recreation changes the character of the zone designated "historical" and it does not respect the intent of the shoreline designation. What we've learned in the many meetings that we've attended on this Park, is that the exclusive use of the land portion of the Park changes the feature of the land from working waterfront to "recreational," bordering on commercial.

As I hope all of you know, a Facebook page for the Gig Harbor Paddle & Sail Center was discovered this past week and circulated to Park advocates and the Council. The page showcased the new home of the Gig Harbor Paddle & Sail Center at the address of the Ancich Park site (3658 Harborview Drive) and the profile picture was the empty lot at the Ancich parcel with another picture of the netshed. The organization, founded in 2015 stated that the new community center would be the home for high performance and recreational canoe & kayak for youth and adults, paracanoe, dragonboat and youth sail. The overview stated that The Gig Harbor Paddle & Sail Center is dedicated to planning, funding and building a community center for the paddle and youth sail community in our area. This does not comply with the SMP and its scope is well beyond the limits prescribed in Resolution 949. It gives credence to the community's concerns that this park is being developed for a private club with our tax dollars and is an exclusive use.

The Ancich Park property would make a beautiful site for a natural park with wooden benches facing the water that can be enjoyed by our walkers, and a small float where people in human-powered watercraft can tie-up and come landward to enjoy the view. That would honor the Historic Working Waterfront designation and be in keeping with the intent of the Shoreline Management Plan.

I ask the Council to reject the proposed plans and the exclusive use of the parcel by a private club.



Get updates from Gig Harbor Paddle & Sail Center on Facebook.

About Gig Harbor Paddle & Sail Center

PAGE INFO

Address	3658 Hamonview Dr Gig Harbor Washington 98325
Open Date	Founded in 2015
Short Description	The new community center will be the home for high performance and recreational canoe & kayak for youth and adults, paracanoes, dragonboat, and youth sail.
Company Overview	The Gig Harbor Paddle & Sail Center is dedicated to planning, funding and building a community center for the paddle and youth sail community in our area.
Website	ggharborpaddleandsail@gmail.com

Overview



3658 Hamonview Dr Gig Harbor WA

The new community center will be the home for high performance and recreational canoe & kayak for youth and adults, paracanoes, dragonboat, and youth sail.

Get updates from Gig Harbor Paddle & Sail Center on Facebook.

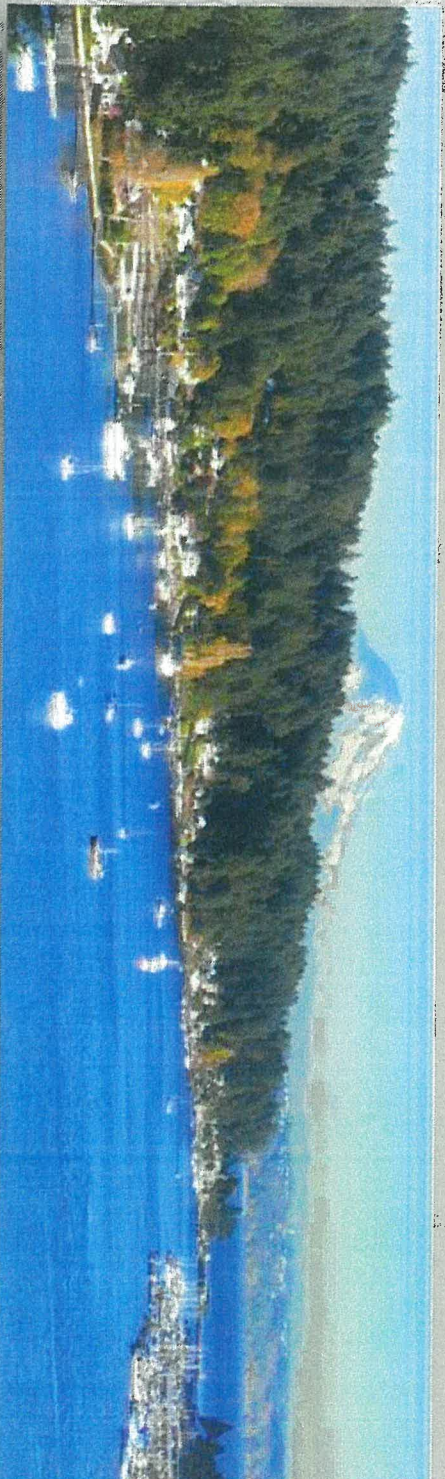
Log in or sign up for Facebook today.

Sign Up Log In

# The City of Gig Harbor's Contractual Obligations Under the RCO Funding Board Project Agreement for Ancich Park



City of Gig Harbor



Ancich Water Access Park Project

ALEA 14-1457 DEV

## “Public” vs “Private”

- Much has been said about the “use of the project by a private entity” vs public access.
- The Gig Harbor Canoe & Kayak Racing Team is a federally recognized public not-for-profit charity (501(c)(3). Its membership is open to anyone.
- The purposes of going through the process of forming such an entity are numerous:
  - The ability to collect tax-deductible charitable donations and contributions
  - The ability to file incorporation documents to protect the assets of the entity
  - The ability to shield volunteers and directors from personal liability
- Beyond that, the Team, as a public non-profit entity, works in the general interest of the public and the community



## Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor

Project Number: 14-1457D

Project Title: Anich Waterfront Park

Approval Date: 7/1/2015

### H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

### SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Hearings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:  
**application - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.**



WASHINGTON STATE  
Recreation and  
Conservation Office

## Funding Board Project Agreement

Project Sponsor: City of Gig Harbor

Project Number: 14-1457D

Project Title: Ancluth Waterfront Park

Approval Date: 7/1/2015

### C. DESCRIPTION OF PROJECT

The City of Gig Harbor will use this grant to develop a shoreline property for new water access for hand-powered watercraft, grassy open space for passive upland recreation, viewing areas, kayak and canoe storage, public restrooms, and amenities such as a water fountain, benches and picnic tables. A shoreline boardwalk, lighting, and a street-level overlook with seating and spectacular views of the harbor offer a direct connection to the bay. The primary recreation opportunity provided by this project is non-motorized boating.



## Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor

Project Number: 14-1457D

Project Title: Anclich Waterfront Park

Approval Date: 7/1/2015

### **SECTION 2. PERFORMANCE BY THE SPONSOR**

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

\*The effect of Sec 2: The supporting documents, descriptions and applications materials, including the intended use and size of the project are required to be followed through with and were incorporated into the Agreement when signed by RCO and the City.



## Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor  
Project Title: Anclote Waterfront Park

Project Number: 14-1457D  
Approval Date: 7/1/2015

### **SECTION 20. PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

\*The effect of Sec 20: Some public comments have been made about how many team members live in or out of city limits and who the intended users are for this parcel. That cannot be a litmus test for the use of funding or the property. The City has already agreed to this.





## Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor

Project Number: 14-1457D

Project Title: Andich Waterfront Park

Approval Date: 7/1/2015

### SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.

\*The effect of Sec 22: The project was clearly described in the application for size of building and use, including the storage of kayaks and canoes. To change the size of the building or the use will appear to require approval from RCO and modification of the agreement.



WASHINGTON STATE  
Recreation and  
Conservation Office

## Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor

Project Number: 14-1457D

Project Title: Anclith Waterfront Park

Approval Date: 7/1/2015

### **SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES**

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

\*The effect of Sec 24: The stated request for funds for the project was to partially house kayaks and canoes. The conversion to uses other than those approved will violate the Agreement.



## Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Gig Harbor  
Project Title: Anclich Waterfront Park

Project Number: 14-1457D  
Approval Date: 7/1/2015

### SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

\*The effect of Sec 42: The Agreement incorporates the representations of the City in its application. That includes a 3,000 sq ft building, with kayak and canoe storage.

**Project #14-1457, Ancich Waterfront Park**  
Current Status: Application Submitted

**Project Details**

Primary Sponsor: City of Gig Harbor

Primary Contact: Lia Dawn Stanton

(253) 853-7609  
StantonL@cityofgigharbor.net

**Worksite #1: Ancich Waterfront Park**

Coordinates from Mapped Point: Latitude: 47.33447342

Longitude: -122.59883723

Coordinates from Worksite  
Directions:

Latitude:

Longitude:

**Worksite Description:** From the Narrows Bridge, travel WEST on HIGHWAY 16. Take the Woollochek City Center exit. Go thru light onto Sinson Avenue. At bottom of hill (stop sign) go right onto Harborview Drive. Project site is on the left (waterside).

**Site Access Directions:** From the Narrows Bridge, travel WEST on HIGHWAY 16. Take the Woollochek-City Center exit. Go thru light onto Sinson Avenue. At bottom of hill (stop sign) go right onto Harborview Drive. Project site is on the left (waterside).

**Worksite Address:**

**Development Metrics (Outcomes, Benefits)**

Category / Work Type / Metric	Application Answer	Work Type Costs
<b>Buildings and Structures</b>		
Construct / Install restroom	1 new, 0 renovated Restroom 150	\$178,000.00
Total cost for Construct / Install restroom		
Number of restrooms		
Select the restroom type		
Provide the square feet of each restroom		
Construct storage facility	1 new, 0 renovated	\$193,000.00
Total cost for Construct storage facility		
Number of storage buildings		
Number of square feet of the storage building	3000	

**3,000 sq ft**

Project Application Report

Application Report, 14-1457D (submitted 07/14/14 10:07:40).pdf

07/14/2014

Agreed upon Scoping in the signed Agreement

**Eligible Scope Activities**

**Project Sponsor:** City of Gig Harbor

**Project Number:** 14-1457

**Project Title:** Anclach Waterfront Park

**Project Type:** Development

**Program:** Aquatic Lands Enhancement Act

**Approval:** 7/1/2015

**Project Metrics**

**Sites Improved**

Project acres developed: 0.85

Project acres renovated: 0.85

**Development Metrics**

**Worksite #1, Anclach Waterfront Park**

**Buildings and Structures**

Construct / install restroom

Number of restrooms:

Select the restroom type :

Construct storage facility

Number of storage buildings

1 new, 0 renovated  
2 stalls  
Restroom

1 new, 0 renovated  
Building under the viewing platform.  
Prorated indigible share is 1500/3000 sf  
= 50% or approx \$193k funded by the  
City and not in the scope of this grant  
agreement.

Notice the continued use of the word "building" instead of "structure"

City agreed to remove 1,500 sq ft from the 3,000 sq ft in terms of use of grant funds, but the project still calls for a 3,000 sq ft building. City's application was updated on 5/14/14 to reflect this.



WASHINGTON STATE  
Recreation and  
Conservation Office

# Project Application Report

## Project #14-1457, Ancich Waterfront Park

Current Status: Application Submitted

### Project Details

Primary Sponsor: City of Gig Harbor

Primary Contact: Lila Dawn Stanton

(253) 853-7609

StantonL@cityofgigharbor.net

Funding Program: Aquatic Lands Enhancement Act

Project Type: Development

Relevant portions of the City's application for the project funding request.

Part of the justification was the assertion by the City that more visitors will be visiting downtown and more areas will be needed for them to see the waterfront. Clearly this implies more traffic is anticipated at Ancich Park.

• • • •

### Economic Benefit

Projected economic benefit provided by the project



Recreational use of kayaks, canoes, small sailboats and paddle boards have increased dramatically over the last few years. This use draws regional visitors to the calm waters of Gig Harbor. Because of the Park's central location midway between the town's two waterfront business districts, an increase in dining, shopping, and general services are expected which will boost the local economy.

• • • •

### Application Status

Application Due Date: 05/01/2014

Status	Status Date	Name	Notes
Application Submitted	05/01/2014	Lila Dawn Stanton	Thank you!
Preapplication	04/08/2014		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Lila Dawn Stanton, 05/01/2014)

A photo from the GHCKRT used as an example of the activity to be supported by the project.

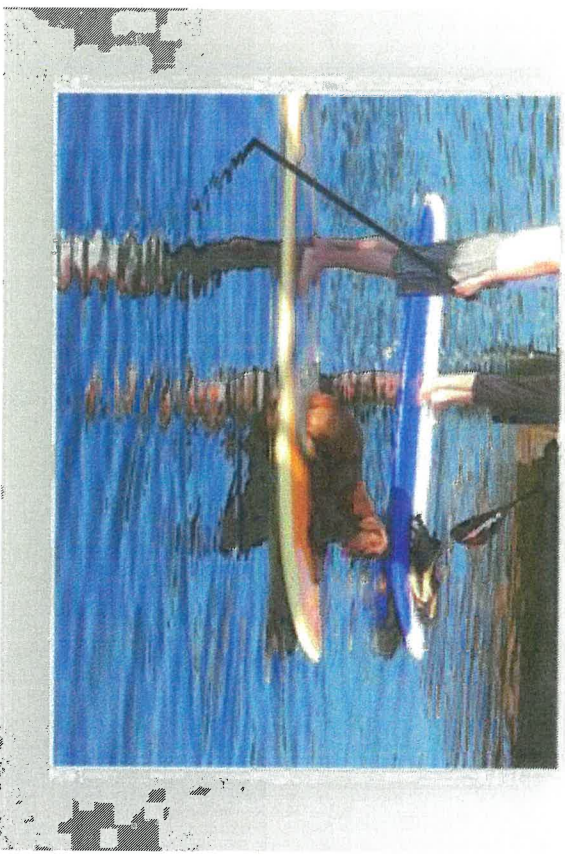
This photo was included in the City's application presentation to the state as part of the justification for the grant funding.



**that promote a healthy lifestyle and an environmentally friendly form of recreation.**



**And since we have no dedicated small boat storage on our waterfront,**

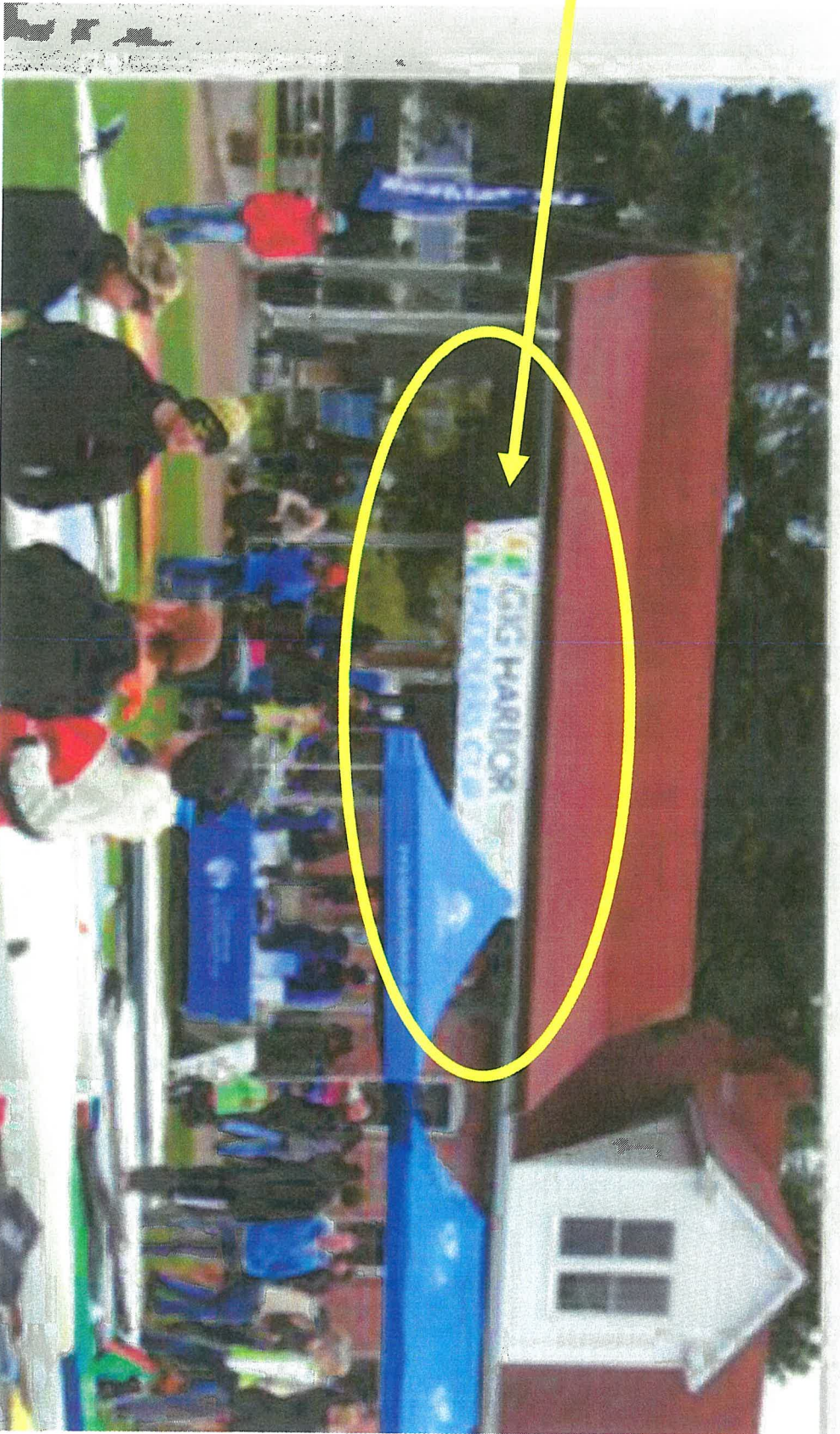


**Ancich Park will fulfill that need while offering a variety of recreation activities and a new ramp for direct launch access.**



A photo from the GHCKRT Paddlers Cup that was used as an example of the activity to be supported by the project.

This photo was included in the City's application presentation to the state as part of the justification for the grant funding.

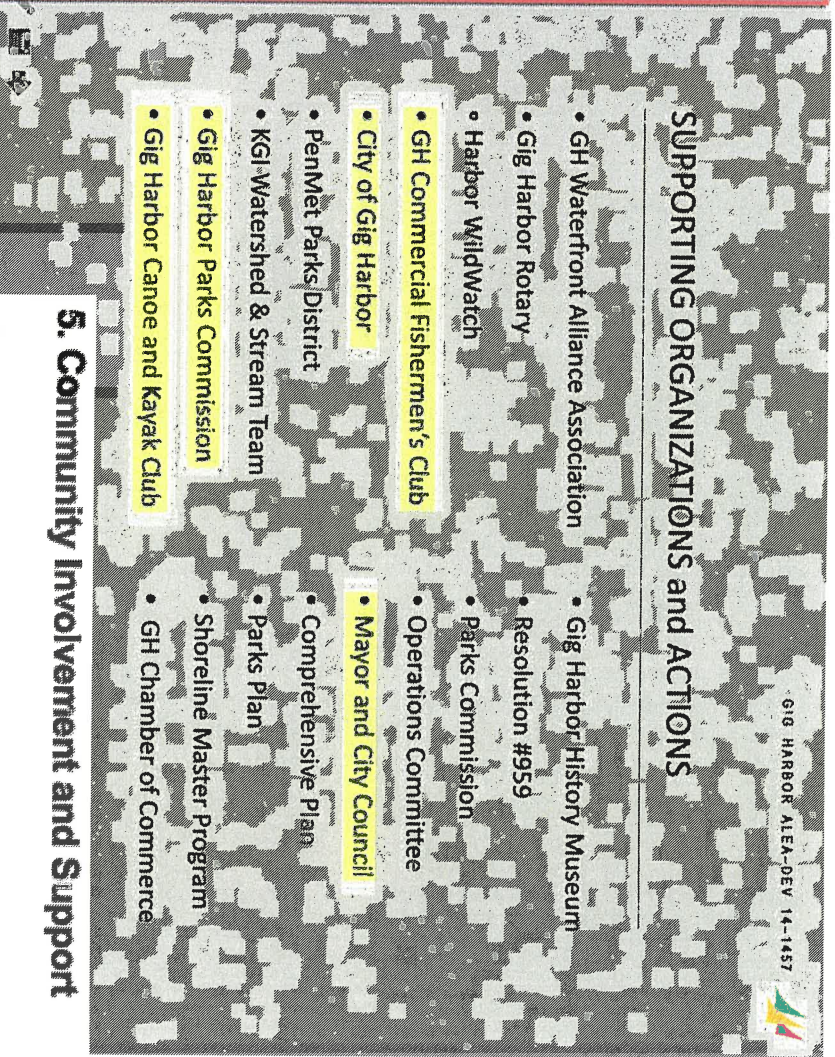


This photo from the City's presentation portion of its application on the project alludes to up to 100 boats being stored.

This photo submitted by the City shows the GHCKRT team boats. No one else stores this many boats at Skanskie Park in this manner.



I think its worth noting that although boat storage is not eligible for RCO funds, the City is committed to constructing this feature as a result of extensive public input. Kayaks left unprotected from the sun that are currently stored at Skansie Park could be relocated to the Ancich site. Up to 100 boats could be accommodated in the storage lockers.



### 5. Community Involvement and Support

There is a long list of organizations that have provided support and input for the development of Anich Park.

2 years of public meetings and a number of Open Houses drove the final design. Each organization on this list provided input in the form of letters, participation on ad hoc committees or support throughout the planning process.

RESOLUTION NO. 959

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR THE AQUATIC LANDS ENHANCEMENT ACCOUNT TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN THE REVISED CODE OF WASHINGTON 79.105.150, WASHINGTON ADMINISTRATIVE CODE 286, AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the city wishes to develop the waterfront park property identified as Anclich Water Access Park; and

WHEREAS, under the provisions of the ALEA program, grant assistance is requested to aid in financing the cost of *facility development*; and

WHEREAS, our organization considers it in the *best public interest* to complete the project described in the application(s);

NOW, THEREFORE, BE IT RESOLVED that:

Section 1:

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;

7. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
8. We provided appropriate opportunity for public comment on this application.

THIS RESOLUTION WAS ADOPTED BY OUR ORGANIZATION DURING THE MEETING HELD:

Location: City of Gig Harbor Civic Center Date: April 28, 2014

SIGNED AND APPROVED BY THE FOLLOWING AUTHORIZED REPRESENTATIVE:

  
Steven K. Ekberg, Mayor Pro Tem

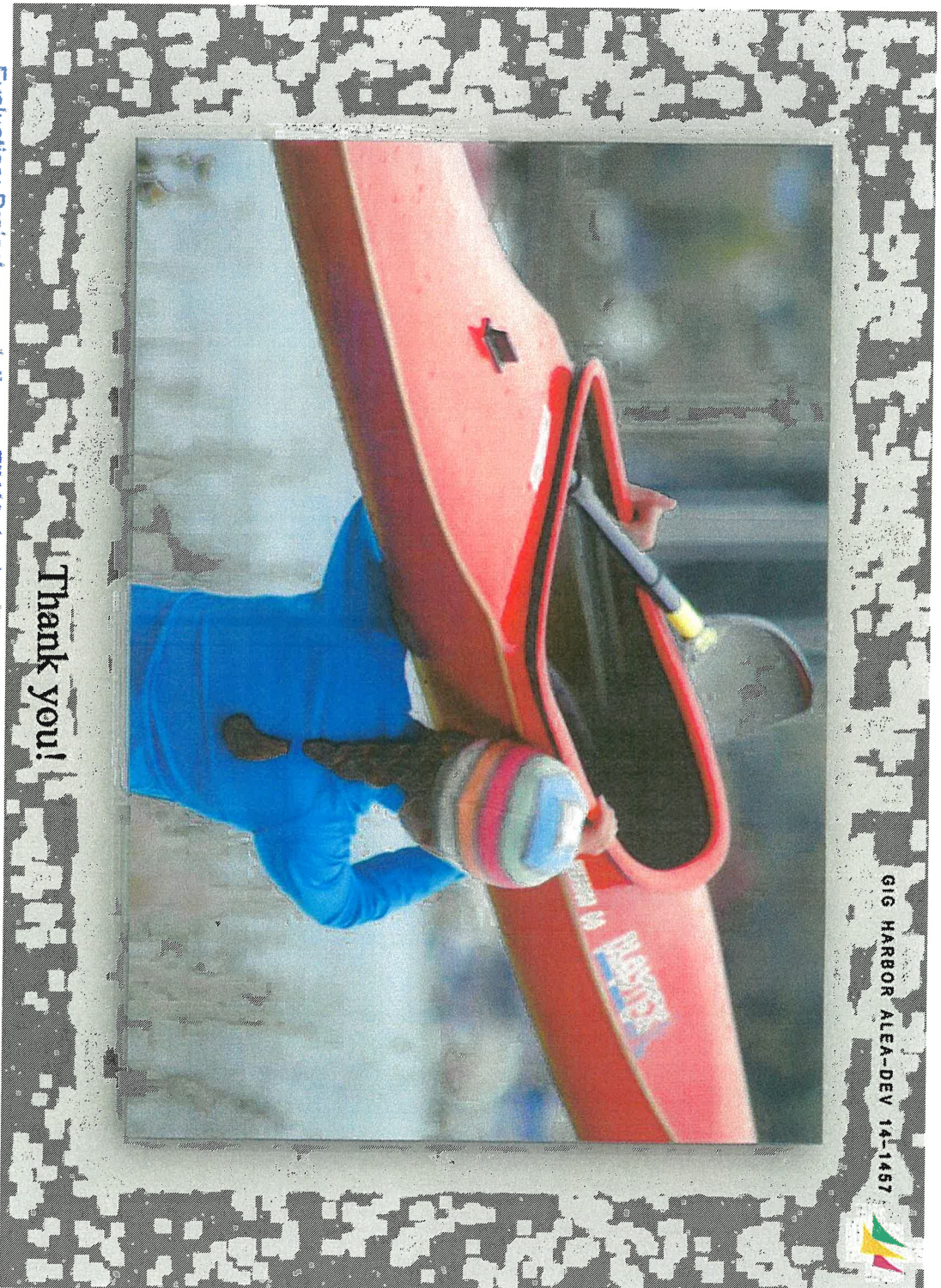
ATTEST/AUTHENTICATED:

  
Molly M. Townslee, City Clerk

APPROVED AS TO FORM:

  
Angela Summerfield, City Attorney

Filed with the City Clerk: 04/22/14  
Passed by the City Council: 04/28/14  
Resolution No. 959



Thank you!

Evaluation: Project presentation - FINAL Ancich Park ALEA 14-1457.ppt  
Final

08/06/2014

**Subject:** Proposed structures at Ancich Park

**Date:** Friday, May 13, 2016 at 10:18:38 PM Pacific Daylight Time

**From:** Linda Glein

**To:** Christy Dowd, Lee Smith, Pamela Peterson, Bill Boris

*Memo sent to  
Kathena*

Mike, Christy, Bill, Lee and Pam, this is what I have drafted to send to the city planning department and city council regarding the two posed buildings for Ancich Park. There is an open house Saturday morning at the city building if you want to find out more about it.

---

**I support Design #1**, the larger storage and restroom facility proposed for the Ancich Park.

I won't comment too much beyond support of the current proposal. But I will make some observations and explain my reasons. The prospect of a non-motorized boating facility in our neighborhood caused some serious soul searching. Are we really ready for the possible impact it might make on our lifestyle? We live quite close and overlook the park from the primary living spaces both inside and outside our residence. (Photos attached.) I can think of only three other residences that will feel the effects to the same degree we will.

We are concerned about noise, loss of privacy, traffic and parking impact of this multi-purpose facility. So I will address those concerns, and our thoughts below.

**Noise:** We are already subject to a fair amount of noise due to the fishing fleet and the two neighboring marinas (Jerkasovich and Frisbee/Allen). There is a lot of activity including power washing, drills, sanding, etc. as they work on the boats and people come and go. The noise from non-motorized boating activity will be a non-issue by comparison.

**Loss of privacy:** Especially due to the raised level of the dock, this may be an issue, but will be more related to the popularity of the park than the size of the building.

**Traffic and Parking:** I was concerned about traffic and parking related to use of the non-motorized storage and launching facility until I consulted Randy Blue of Java Clay. He has a unique perspective and opportunity to observe the current traffic and parking impact at Jerisich/Skansie Park. *After talking to him I am much more comfortable that the impact will be minimal.*

**Safety:** Neighbors raised legitimate concerns about the speed of traffic in this section, limited visibility and lack of a crosswalk. These concerns are not necessarily tied to this facility or to building size. To improve safety in general, the city might consider additional crosswalks. (see postscript)

My impression is that the other miscellaneous complaints expressed by the community are political 'ploys' if you will, raised to generally object to the project and are not sincere concerns. Or they are issues to be addressed later in the process.

Linda D. Glein  
3519 Harborview Dr. #3  
Gig Harbor WA 98332  
(253) 514-8029  
Linda.glein@gmail.com

P.S. this suggestion is beyond the scope of this project, but I'll share it anyway. To improve pedestrian safety in general, the city might consider two additional crosswalks, one at about 3309 Harborview, and the other near 3615/16 Harborview. Both of these locations have pretty good visibility in both directions and are logically spaced for pedestrian traffic.



Rebecca Smith





**Forward Thinking for Gig Harbor—May 23, 2016**

**My name is Chuck Meacham**

**I am a resident of the City of Gig Harbor and live at 9509 Wheeler Avenue, 98332.**

**While I am involved in a number of community groups, I am speaking today on my own behalf.**

**I want to take this opportunity to encourage your continued forward thinking for downtown Gig Harbor. In this regard, let's be open to positive changes that promote a more livable community. Change and growth are inevitable. But as we move forward let's all try and bring factual information and civility to the forefront as information is being shared and decisions are made. I would like to share a few thoughts with you:**

- 1. First, I really enjoy living in and being a part of the Gig Harbor community—especially the waterfront area. Having new small businesses, boutique restaurant, and resident/visitor amenities along the waterfront will all add to the wonderful ambiance of walking the harbor. My wife and I do this frequently. We are proud of and love to show off the harbor to visitors.**
- 2. In addition to the core downtown area, I especially support improvements to those sections of the waterfront between hubs at Skansie Park, the Eddon Wooden Boat Shop, the Museum area, and finally on to Finholm. Providing interesting small businesses, parks, statuary, and user amenities helps tie Gig Harbor together as an amazing community. All are positive elements in promoting livability here for our residents.**
- 3. Use of these areas can be viable contributors to our community's economy. Small communities that lack a critical social and business mass tend to deteriorate and die away resulting in falling property values and additional social problems.**
- 4. Among our amenities, I strongly support the full development of Ancich Park, especially as relates to human powered watercraft. This includes the sailing club and our WORLD CLASS Canoe and Kayak Club. I also feel very positive about our commercial fishing fleet, boat moorage, and their boatsheds, both from a visual perspective and as a major economic contributor to Gig Harbor. While the commercial fleet appears to me to be solidly in place I think considerable additional attention should be given to the human powered watercraft component of our community to promote diversification and interest in Gig Harbor.**
- 5. Diversification of our Gig Harbor economy is very important. A community that is overly dependent on only a few contributors to the economy suffers much more seriously when impacted by inevitable changes that take place. I think you have done well in encouraging a few new and very healthy businesses which adds to our diversity. I hope, by working together, we can continue to add benefits for both residents and visitors.**

**As a City resident, thank you for the opportunity to share my perspective. Again, help Gig Harbor become an even better place to live by moving forward in support of additional controlled growth and retaining our maritime heritage which can be done with full development of Ancich Park.**

**Subject:** 2017 Annual Comprehensive Plan Update – Initial Work Plan.

**Proposed Council Action:** As required by the PSRC Certification Report, Identify and adopt an initial work plan for the 2017 Annual Comprehensive Plan Amendments.

**Draft Motion:** Move to approve Resolution No. 1037 as presented.

**Dept. Origin:** Planning

**Prepared by:** Lindsey Sehmel, AICP  
Senior Planner

*LNS*

**For Agenda of:** May 23, 2016

**Exhibits:** PSRC Plan Report and Certification Recommendation – Exhibit A

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

*Ron W. 5/18/16*

**Approved as to form by City Atty:**

*VQ email 5/18*

**Approved by Finance Director:**

*N/A*

**Approved by Department Head:**

*Mr. Bob Jennifer Keith*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

The Planning Department has drafted an initial work plan for the 2017 Annual Amendment process regarding the City's Comprehensive Plan, in response to a request from the Puget Sound Regional Council. The work plan identifies four items of focus to be included in the update as we move through the amendment process. These items can be found in Section 1 of the attached Resolution and are discussed further in Exhibit A to Resolution 1037 on pages six and seven.

**FISCAL CONSIDERATION**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

Move to approve Resolution No. 1037 as presented.

**RESOLUTION NO. 1037**

**A RESOLUTION ESTABLISHING AN INITIAL WORK PROGRAM FOR THE 2017 ANNUAL COMPREHENSIVE PLAN AMENDMENTS IN ACCORDANCE WITH THE APPROVAL OF CONDITIONAL CERTIFICATION FROM THE PUGET SOUND REGIONAL COUNCIL.**

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WHEREAS, the City of Gig Harbor plans under the Washington State Growth Management Act, codified at chapter 36.70A RCW (GMA); and

WHEREAS, on August 10, 2015 the City adopted its 2015 Comprehensive Plan Update, pursuant to the GMA; and

WHEREAS, the update met all requirements for compliance with the Washington State Growth Management Act and State Environmental Policy Act; and

WHEREAS, no comments, appeals or compliance issues were filed during the 60 day comment period after adoption; and

WHEREAS, on February 25, 2016 Puget Sound Regional Council (PSRC) issued a "Plan Review Report and Certification Recommendation", attached hereto as Exhibit A; and

WHEREAS, pages six and seven of Exhibit A outlines PSRC comments on the City's Comprehensive Plan; and

WHEREAS, on April 28, 2016 the PSRC Executive Board conditionally certified the City's Comprehensive Plan with a requirement to address inconsistency in the Transportation Element; and

WHEREAS, the conditional certification authorizes the City to participate in the PSRC funding process and to proceed with and submit projects into the Regional Transportation Improvement Program; and

WHEREAS, the City desires to address the issues raised in the PSRC conditional certification report identified on pages six and seven of Exhibit A, and as set forth in this Resolution; Now, therefore,

**THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Planning Work Program.** The City Planning and Public Works Departments are directed to review and update the Comprehensive Plan consistent with VISION 2040, and the Pierce County Countywide Adopted Growth Targets. The 2017 Annual

Comprehensive Plan Update will include, but is not limited to, addressing the following items:

1. Clarify policy support for the Regional Growth Strategy.
2. Update and adjust growth assumptions in the Travel Demand Model, factoring in any decline in pipeline development.
3. Identify and prioritize strategies the City will take to manage growth and work toward better alignment with the Regional Growth Strategy including:
  - a) Adding policy language directing the City to evaluate future plan and zoning amendments to ensure consistency with the regional growth strategy; and
  - b) Calling for the continuation and implementation of Goals 13.3 and 13.5 to ensure growth pays for growth and avoid incentives for additional growth above and beyond the adopted 20 year targets.
4. Continue to work with the Puget Sound Regional Council, and in coordination with other cities and Pierce County, as appropriate, to address the conditions for regional certification of the comprehensive plan described in the February 25, 2016, Certification Report.

**Section 2.** The City is committed to working toward fully addressing the conditions for regional certification of its comprehensive plan by December 31, 2017, including submittal of an amended comprehensive plan and supporting materials to PSRC.

PASSED by the City Council this 23rd day of May, 2016.

APPROVED:

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Jill Guernsey, Mayor

ATTEST:

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Molly Towslee, City Clerk

Filed with City Clerk: 05/18/16  
Passed by City Council: 05/23/16  
Resolution No. 1037

# PSRC PLAN REVIEW REPORT & CERTIFICATION RECOMMENDATION

## CITY OF GIG HARBOR COMPREHENSIVE PLAN

February 25, 2016



### BACKGROUND

A major emphasis of the Washington State Growth Management Act (GMA) is the need to coordinate local, regional, and state planning efforts. To advance this coordination, the Puget Sound Regional Council (PSRC) is required to formally certify that regional transit plans, countywide planning policies, and local comprehensive plans within the central Puget Sound region conform to: (1) established regional guidelines and principles, (2) the adopted long-range regional transportation plan, and (3) transportation planning requirements in the Growth Management Act. Within the central Puget Sound region, the multicounty planning policies (MPPs) have been established as the regional guidelines and principles under Revised Code of Washington (RCW) 47.80.026. Certification of local plans and policies is also a requirement for jurisdictions and agencies that intend to apply for PSRC funding or proceed with any project submitted into the Regional Transportation Improvement Program, regardless of funding source.

Within the central Puget Sound region, local governments and PSRC have worked together to develop an overall process ([Adopted Policy and Plan Review Process](#), Revised September 2003) for reviewing and certifying local, countywide, regional, and transit agency policies and plans.<sup>1</sup> This process also provides an opportunity to coordinate and share information related to local and regional planning. A set of materials, compiled in a [Plan Review Manual](#), provides details on the review and certification process, background, and framework. The manual also provides guidance and checklists for aligning plans and policies with [VISION 2040](#), [Transportation 2040](#), and [Growth Management Act](#) requirements.

### DISCUSSION

This report summarizes the findings and recommendations regarding the periodic update to the comprehensive plan for the City of Gig Harbor, adopted by the city on August 10, 2015. PSRC last certified the Gig Harbor comprehensive plan in July 2011. PSRC staff reviewed the 2015 comprehensive plan and coordinated with city staff in the development of this report.

### CERTIFICATION RECOMMENDATION

Based on the review of the City of Gig Harbor comprehensive plan, the following action is recommended to the PSRC Growth Management Policy Board, Transportation Policy Board, and Executive Board:

**The Puget Sound Regional Council conditionally certifies that the transportation-related provisions in the City of Gig Harbor 2015 comprehensive plan conform to the Growth Management Act and are consistent with multicounty planning policies and the regional transportation plan.**

<sup>1</sup> The certification requirement in the Growth Management Act is described in RCW 47.80. The specific requirements for transportation elements in local comprehensive plans are spelled out in RCW 36.70A.070. PSRC's Interlocal Agreement, Section VII, also provides direction for the review of local comprehensive plans and countywide policies (Resolution A-91-01, amended March 1998). The Council's Executive Board last updated its process for Policy and Plan Review in September 2003. The process is also described in VISION 2040, Part IV: Implementation.

**Conditional status is in place until the city addresses the inconsistency between the growth anticipated in the transportation element and the housing and employment growth targets adopted by Pierce County. This will include amending the comprehensive plan to:**

- **Recognize the objective of aligning with the Regional Growth Strategy, including the role of designated Small Cities and the objective to limit growth in those cities.**
- **Adjust the transportation element's anticipated housing and employment growth to more closely align with adopted countywide targets in the land use and economic development elements, recognizing that the city's ability to reduce planned growth levels may be limited by unavoidable factors, such as actual growth since the target base year and development in the pipeline.**
- **Identify and prioritize strategies the city will take to manage growth and work toward better alignment with the Regional Growth Strategy and address more fully the impacts of planned growth on regional and local infrastructure and services and on the environment.**

**The city could also work with other cities and Pierce County to review adopted growth targets, including potential revisions to those targets to better align with the city's plan while maintaining consistency with the Regional Growth Strategy. Coordination with the county, state, and other agencies should also occur to more fully address the potential regional impacts of planned growth that exceeds agreed-upon targets.**

**The city acknowledges this certification and commits to addressing the conditions as outlined on pages 5 and 6 of this report, and according to the following schedule:**

- 1. Council adoption of a plan of work that addresses the condition identified in the certification report by May 31, 2016.**
- 2. Submission of a draft amended comprehensive plan and supporting documents that address the condition to PSRC for review and comment in advance of adoption.**
- 3. Once the condition is adequately addressed, submission of the adopted amended comprehensive plan and supporting documents by December 31, 2017, for review and certification by PSRC.**

The remainder of this report contains a summary of the PSRC review of the City of Gig Harbor comprehensive plan update. Under each heading, the scope of the certification review, as guided by the [Plan Review Manual](#) and Local Comprehensive Plan Checklist, is listed in high level bullets. Discussion in each topic area highlights exemplary provisions of the plan, as well as issues identified through the certification review where future work is needed to more fully address VISION 2040, Transportation 2040, or GMA planning requirements.

## Part I: Conformity with Growth Management Act Transportation Planning Requirements

### SCOPE OF REVIEW

The Growth Management Act (RCW 36.70A.070(6)) includes several requirements related to transportation elements in local comprehensive plans. These requirements are summarized as follows:

**Land use assumptions and forecasts of travel demand** that are internally consistent and consistent with growth targets.

**Service and facility needs**, including inventories of existing facilities, and level-of-service standards and concurrency provisions that address multiple modes of travel, planned land uses and densities, and state highways.

**Financing and investments**, including a multiyear financing plan and reassessment strategy to address potential funding shortfalls.

**Intergovernmental coordination** with neighboring cities, counties, and regional and state agencies.

**Demand management**, including programs to implement the Commute Trip Reduction Act.

**Pedestrian and bicycle planning**, including project funding and capital investments, education, and safety.

**Land uses adjacent to airports**, identifying relevant facilities, existing and planned uses, and policies that discourage incompatible uses.

Air quality is largely an interjurisdictional issue in which each jurisdiction's travel behaviors, measured through vehicle emissions, affect the regional airshed. The Washington Administrative Code (WAC) requires local transportation elements and plans to include "policies and provisions that promote the reduction of criteria pollutants" for mobile sources (WAC 173-420-080). When PSRC reviews plans, it also certifies that the comprehensive plans include air quality policies and provisions, including a commitment to meeting the requirements of applicable federal and state air quality legislation.

### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city's comprehensive plan effectively addresses many of the transportation planning requirements of the Growth Management Act and includes adequate air quality policies and provisions. Highlights include:

- The plan promotes tools to encourage developers to implement non-traditional "transportation improvement strategies," such as increased public transportation service, ride sharing programs, and site access control, to improve level of service in the Harbor area (page 12-46).
- The plan addresses nonmotorized level of service through the city's commitment to complete a comprehensive nonmotorized plan by the end of 2015, which would provide nonmotorized connections between all Centers of Local Importance to collaboratively support the movement of people and goods (page 12-45).
- A number of policies support safe pedestrian and bicycle trails, paths, and connections between residential neighborhoods, schools, and commercial areas (2.9.1-3, 12.1.13).
- The plan promotes pedestrian and bicyclist safety through various methods, such as separating sidewalks from the street and adjacent hazards and improving existing sidewalk, street, and intersection conditions in the city (12.1.6, 12.1.12, 12.3.4).

### DISCUSSION: CONDITIONS FOR CERTIFICATION

- Conditions for full certification are discussed under Development Patterns where they pertain to consistency between the growth assumptions in the comprehensive plan and adopted growth targets that implement the Regional Growth Strategy. The city should ensure that any amendments to the plan that

may result from this work maintain consistency between the transportation plan and other plan elements, such as land use, particularly with regard to estimates of future transportation needs.

#### DISCUSSION: AREAS FOR FURTHER WORK

The certification review did not identify additional areas for improvement of the plan to better align with GMA transportation-related provisions.

## Part II: Consistency with Regional Plans and Policies

### OVERVIEW

This section discusses consistency with the adopted multicounty planning policies (established regional guidelines and principles under RCW 47.80.026) adopted in VISION 2040, and Transportation 2040, the region's long-range transportation plan. In addition to the Multicounty Planning Policies, VISION 2040 contains a Regional Growth Strategy with a preferred distribution of the region's residential and employment growth, as well as a number of implementation actions for local governments to carry out. Each policy area addressed in VISION 2040 is discussed in turn below.

### VISION 2040 CONTEXT STATEMENT

VISION 2040 calls for local plans to include a context statement that describes how the comprehensive plan addresses regional policies and provisions adopted in VISION 2040. The plan includes Regional Planning Statement that describes how the plan addresses regional policies and provisions adopted in VISION 2040. The city should review and revise the Regional Planning Statement, as needed, to address conditions for full certification described in this report.

## Environment

### SCOPE OF REVIEW

VISION 2040 calls for local comprehensive plans to address the following environmental policy topics:

**Stewardship**, including addressing the natural environment throughout the plan, decisions based on best-available science, and regional environmental initiatives.

**Earth and habitat**, including open space protection, restoration and protection of native vegetation, and coordination with adjacent jurisdictions.

**Water quality**, including actions that maintain hydrologic functions and reduce water pollution in ecosystems, watersheds, shorelines, and estuaries.

**Air quality and climate change**, addressing federal and state laws, reduction of pollutants, Puget Sound Clean Air Agency policies, and reduction of greenhouse gas emissions and adaptation to climate change.

### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city's comprehensive plan effectively addresses the environmental policy topics in VISION 2040 with strong goals and actionable policies. Highlights include:

- ☑ Policies 2.6.1b, 1c, and 2.6.2 employ innovative strategies to incentivize the protection of open spaces, including clustering, density bonuses, flexible site design standards, and leveraging of land trust resources.
- ☑ The plan supports green building techniques, particularly Low Impact Development (see policies 2.5.2 and 12.3.3).
- ☑ Numerous policies address stormwater runoff contamination and protection of aquifer recharge areas (see 2.4.1, 2.5.1, 5.1.1, 5.1.5, 5.1.7, 5.4.3, and 5.4.4).



- ☑ Policies to enforce performance standards governing the emissions of—and support programs and projects that help reduce—air pollutants, including greenhouse gases (5.4.6, 12.6.2).

#### DISCUSSION: AREAS FOR FURTHER WORK

The certification review did not identify any major areas for improvement of the plan to better align with regional guidelines and principles on environment.

### Development Patterns – Including the Regional Growth Strategy

#### SCOPE OF REVIEW

VISION 2040 calls for local comprehensive plans to address the following development patterns policy topics:

**Urban areas**, including targets for housing and employment growth, compact communities that support transit and walking, and provisions for redevelopment of underused land.

**Centers**, including planning for one or more central places as locations for compact, mixed-use development, with policies that prioritize funding to centers to advance development.

**Unincorporated urban areas**, including policies that advance annexation and orderly transition of governance.

**Resource lands**, including identification of steps to limit development.

**Regional design**, addressing local provisions that apply the Transportation 2040 Physical Design Guidelines, energy efficient building, historic preservation, and enhanced sense of community.

**Health and active living**, addressing healthy environment, physical activity and well-being, and safety.

#### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city's comprehensive plan effectively addresses the development patterns policies in VISION 2040. Highlights include:

- ☑ The plan is built around a system of central places (see description of Centers of Local Importance on pages 2-6, 7) that focuses growth, supports transit- and pedestrian-oriented development, and provides an organizing framework for transportation investments.
- ☑ Policy 12.7.1 prioritizes investments in transportation facilities and services in Centers of Local Importance (CoLI). The project prioritization on page 12-37 supports this policy by clarifying that the high and medium priority projects listed are either included in a CoLI or provide through access to a nearby CoLI.
- ☑ Policy 2.7.2 directs Gig Harbor to coordinate with Pierce County on updating the existing joint planning agreement within Gig Harbor's affiliated Urban Growth Area.
- ☑ Policy 2.9.7 directs the city to consider a Health Impact Assessment when developing and evaluating planning projects to identify possible impacts on community health.

#### DISCUSSION: CONDITIONS FOR CERTIFICATION

Gig Harbor must address the following provision of the Growth Management Act and VISION 2040 in order to maintain certified status:

- RCW 36.70A.130 requires that local comprehensive plan updates accommodate the growth projected to occur over the subsequent 20-year period. VISION 2040 (MPP-DP-3) calls for countywide adoption of housing and employment growth targets that implement the Regional Growth Strategy. MPP-T-9 calls for coordination of state, regional, and local transportation planning in support of that strategy. RCW 36.70A.070 requires the transportation element of local comprehensive plans to implement and be consistent with the land use element.

Pierce County and its cities developed housing and employment targets for the 2008-2030 period. The targets allocate a modest amount of housing and jobs to Small Cities, a category which includes the City of Gig Harbor, as a reflection of the stated regional role for these cities to accommodate limited growth. Land use assumptions used in the transportation element of the updated plan exceed the adopted targets by a significant amount. The table below summarizes the relevant statistics.

**Growth Statistics for City of Gig Harbor**

	Housing Units	Jobs
Adopted Targets (2008-2030)*	2,130	1,603
Estimated Actual Growth (2008-2010) **	259	804
Remaining Targets (2010-2030)	1,871	702
Development Capacity (2014) **	3,488	5,611
Gig Harbor Travel Demand Model (2014-2030)***	2,202	5,228
Development in the Pipeline (to 2020) ****	1,908	4,677

\* Pierce County Ordinance 2011-36s

\*\*Pierce County 2014 Buildable Lands Report

\*\*\*Land use assumption cited in travel demand analysis in Gig Harbor comprehensive plan 2015 update

\*\*\*\*Gig Harbor 2014 Concurrency Model

As shown in the table, the city has achieved a large share of its growth targets in the first two years, and PSRC estimates indicate continuation of this trend through 2014. Further, the city’s future land use and zoning reflect a surplus of development capacity that was largely created more than a decade ago. Looking forward, development in the pipeline greatly exceeds the remaining targets, and it is completion of these anticipated projects that puts the land use assumptions in the travel demand model well above the targeted growth levels. After the pipeline projects are expected to be completed in 2020, the model assumes a very modest rate of growth out to 2030.

The city provided PSRC with a letter dated January 13 (see attachment to staff memo) outlining the background and context for its comprehensive plan along with actions the city has taken to manage growth consistent with VISION 2040. Subsequent to the receipt of this letter, PSRC staff worked with the city to reach agreement on acknowledgment of the issues and conditions for regional certification that are described below.

In order to further address the inconsistencies between growth assumed in the travel demand analysis in the transportation element and adopted targets that are referenced in other elements of the plan, the City of Gig Harbor should address the following through amendments to its comprehensive plan.

**Clarify policy support for the Regional Growth Strategy.** The plan should clearly acknowledge the objective of aligning with the Regional Growth Strategy, including the role of designated Small Cities and the objective to limit growth in those cities. Appropriate places for such language would be in the Regional Planning Statement on page 1-4 and in the land use element.

**Update and adjust growth assumptions.** PSRC recognizes that the city’s ability to reduce assumed growth levels may be limited by unavoidable factors, such as actual growth since the target base year and entitlement of additional residential and commercial growth in the development pipeline. The plan should document the most up-to-date data on these factors that support the land use assumptions as a reasonable reflection of anticipated growth.

The city intends to update its Transportation Element assumptions as part of the 2017 annual amendments to the comprehensive plan, accounting for updated information on housing units and jobs in the Travel Demand Model pipeline and refined assumptions for Buildable Lands capacity. In adjusting the growth assumptions, the city should factor in any decline in the pipeline development as well as policy guidance provided through Pierce County growth targets and the Regional Growth Strategy in VISION 2040, in

order to bring the plan into closer alignment with countywide and regional policy. Any change to the future growth assumptions in the Transportation Element should be reflected in parallel amendments to other plan elements to ensure internal consistency.

**Manage long-term growth to address impacts and to better align with VISION 2040.** The plan documents that the city has sufficient capacity to accommodate many more housing units and jobs than called for in the adopted targets. Nearly all of this capacity was created through actions that predate the adoption of VISION 2040.

The city has cited recent past actions that curtailed proposed capacity for growth beyond what is allowed under current plans and zoning. The city should bolster support for the Regional Growth Strategy by adding policy language to the comprehensive plan directing the city to evaluate future plan and zoning amendments to ensure consistency with the adopted growth targets that implement the Regional Growth Strategy. Policy 2.1.5 is a potential appropriate place for such an amendment.

As an approach to managing growth that may be unavoidable under current zoning, the city has stated that it does “not practice extension of capital infrastructure to vacant and underdeveloped areas. Extension of services to those areas is at developer’s cost after land use permit approvals.” The plan should be amended to clearly call for the continuation of this strategy and others that may be applicable to ensure provision of urban services, make growth pay for growth, and avoid incentives for additional growth above and beyond the adopted targets.

**Coordinate with other jurisdictions and agencies.** The city could also work with other cities and Pierce County to review adopted growth targets, including potential revisions to those targets to better align with the city’s plan while maintaining consistency with the Regional Growth Strategy. The city should review the plan for opportunities to enhance policy direction that supports coordination with the county, WSDOT, Pierce Transit, and utility providers to address the potential impacts of planned growth that exceeds agreed-upon targets.

#### DISCUSSION: AREAS FOR FURTHER WORK

The city should address the following comment at the earliest opportunity through future amendments to the comprehensive plan, subarea plans, or functional plans:

- VISION 2040 calls for all unincorporated lands within the urban growth area to transition into cities and assumes this transition to be largely complete by 2040 (MPP-DP-18). The city has made progress in annexing its affiliated urban growth area and, as noted above, is encouraged to continue working with Pierce County to ensure an orderly transition to city governance. The city should incorporate policies and provisions to support efforts such as coordinating development standards, transferring permitting authority, and addressing service and infrastructure financing. If there are portions of Gig Harbor’s affiliated urban growth area for which the city will not support annexation, the city should consider working with Pierce County to remove them from the urban growth area.

## Housing

### SCOPE OF REVIEW

VISION 2040 calls for local comprehensive plans to address the following housing policy topics:

**Increased housing production opportunities,** including diverse types and styles for all income levels and demographic groups.

**Affordable housing needs,** including an assessment of existing and future housing needs based on regional and local factors, including household income, demographics, special needs populations, and adequacy of existing housing stocks.

**Regional housing objectives** in VISION 2040, including promotion of housing diversity and affordability, jobs-housing balance, housing in centers, and flexible standards and innovative techniques.

### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city's comprehensive plan effectively addresses the housing provisions in VISION 2040. Highlights include:

- ☑ The housing element includes a comprehensive housing needs assessment that provides a thorough demographic profile, and details existing housing stock, median income, and affordability in Gig Harbor.
- ☑ Policies 2.3.3, 2.3.4, and 6.2.3 expand opportunities for a broad range of housing types and densities to accommodate a range of incomes and household types.
- ☑ The housing element advances innovative strategies to preserve and increase affordable housing units in Gig Harbor. For example, policy 6.6.1 calls for "fair share" requirements for affordable units in new housing development. Policy 6.6.6 advances tools for an "inclusionary housing program," including fee waivers and tax breaks for affordable housing development.

### DISCUSSION: AREAS FOR FURTHER WORK

The certification review did not identify any major areas for improvement of the plan to better align with regional guidelines and principles on housing.

## Economy

### SCOPE OF REVIEW

VISION 2040 calls for local comprehensive plans to address the following economic development policy topics:

Include an **economic development element** that addresses business, people, and places.

**Retention and recruitment efforts** that support family wage jobs, industry clusters that export goods and services, and small businesses that are locally owned.

**Equitable benefits and impacts**, including provisions and programs that promote economic vitality in distressed areas or areas with disadvantaged populations.

**Adequate housing growth in centers** through collaboration with the private sector and through the provision of infrastructure.

### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city's comprehensive plan effectively addresses many of the economic provisions of VISION 2040.

Highlights include:

- ☑ Policy 7.1.1 encourages the redevelopment of declining commercial areas through a variety of public and/or financial incentives.
- ☑ Policies 7.2.1 and 5 encourage the retention and attraction of a range of business types in Gig Harbor, including home-based occupations and small start-up businesses.

### DISCUSSION: AREAS FOR FURTHER WORK

The certification review did not identify any additional areas for improvement of the plan to better align with regional guidelines and principles on the economy.

## Transportation

### SCOPE OF REVIEW

VISION 2040 and Transportation 2040 call for local comprehensive plans to address the following transportation policy topics:

**Maintenance, management, and safety**, including clean transportation with reductions in pollution and greenhouse gas emissions, environmental factors, health and safety, stable and predictable funding sources, system and demand management strategies, and security and emergency response.

**Support for the Regional Growth Strategy**, including system improvements that align with planned growth, prioritized investments that support compact development in centers, joint- and mixed-use development, complete streets and improvements to promote biking and walking, and context-sensitive design.

**Improved transportation options and mobility**, including alternatives to driving alone, facilities and services for special needs transportation, avoidance of new or expanded facilities in rural areas, and financing methods.

**Linking land use and transportation**, including integrating Transportation 2040 physical design guidelines in planning for centers and transit station areas, and land development tools that promote transportation alternatives.

#### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city's comprehensive plan effectively addresses the major transportation emphases in VISION 2040 and Transportation 2040, including maintenance, management, and safety; support for the Regional Growth Strategy; and providing greater options and mobility. Highlights include:

- Policy 12.5.3 supports the use of electric vehicles and calls for the provision of many vehicle recharge opportunities.
- Goal 12.6 and policies and policies 12.6.1 and 12.6.3 aim to increase sustainability and reduce negative effects of transportation infrastructure and operations in Gig Harbor on the climate and natural environment.
- Policy 12.3.5 gives high priority to maintenance and preservation of existing transportation infrastructure over construction of new transportation infrastructure.
- Goal 12.1 and policies 12.1.1 and 12.1.6 promote an effective multimodal street network in Gig Harbor. Also notable is policy 12.3.1, which adopts and implements street construction standards that consider the objectives of Complete Streets.

#### DISCUSSION: AREAS FOR FURTHER WORK

The city should address the following comments at the earliest opportunity through future amendments to the comprehensive plan, subarea plans, or functional plans:

- The city should consider additional policies and provisions, in coordination with transit agencies, that support efficient and effective transit service in Gig Harbor, in accordance with MPP-T-9. For example, the city could develop a transit streets category in the street classification system and adopt supportive design standards, prioritize facilities that connect people to transit (e.g., sidewalks, crosswalks, wayfinding signs, bicycle parking), or require a transportation demand management plan as part of site plan review for larger developments. See the PSRC [Transit Supportive Planning Toolkit](#) for more information.
- The transportation and other plan elements include policies supportive of walking, biking and transit. The transportation element further promotes alternative modes of transportation through tailored level-of-service standards for the Harbor Area. The city should build on this work with development of levels of service and a concurrency approach that addresses multiple modes. The Growth Management Act requires level-of-service standards for all locally owned arterials and transit routes, and the Multicounty Planning Policies call for other modes, such as biking and walking, to be addressed through concurrency. The city should consider steps to develop such multimodal tools through future plan amendments and updates. The Washington State Department of Commerce's Transportation Element Guidebook has information on how to set level-of-service standards and identify system needs (pages 143-150 and 183-189) and PSRC has resources on multimodal concurrency.

## Public Services

### SCOPE OF REVIEW

VISION 2040 calls for local comprehensive plans to address the following public services policy topics:

**Promote more efficient use of existing services**, such as waste management, energy, and water supply, through conservation – including demand management programs and strategies.

**Promote renewable energy and alternative energy sources.**

**Plan for long-term water needs**, including conservation, reclamation and reuse.

### DISCUSSION: EXEMPLARY PLAN PROVISIONS

The city's comprehensive plan effectively addresses the public services provisions of VISION 2040. Highlights include:

- ☑ Goal 2.4 and policy 5.1.6 minimize the impact of on-site septic systems. The city is commended for including discussion under goal 2.4 in the land use element, which is supportive of MPP-PS-9 and states that the city should, "Minimize the impact of on-site septic systems by requiring new development within the urban area to be served by city sewer."
- ☑ Policy 5.4.7 promotes the design, construction, and operation of buildings to reduce air pollution and to increase the use of renewable energy resources.

### DISCUSSION: AREAS FOR FURTHER WORK

The certification review did not identify any major areas for improvement of the plan to better align with regional guidelines and principles on public services.

## Conclusion

PSRC staff thank the jurisdiction for working through the plan review process. PSRC is available to provide assistance for future plan updates and additional planning resources can also be found at <http://www.psrc.org/growth/planreview/resources/>. If the city has questions or needs additional information, please contact Michael Hubner at 206-971-3289 or [mhubner@psrc.org](mailto:mhubner@psrc.org).