

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, March 11, 2024 - 5:30 PM
Council Chambers

This meeting may also be accessed through Zoom at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382. Please see the public comment & decorum section at the end of this agenda for information on options for making public comments.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

Before we begin this council meeting we would like to recognize that we are gathered on not only the ancestral and traditional lands of the sx̓wəbabč band of the Puyallup Tribe of Indians, but also on the site of one of the largest and longest standing historic villages of their people, the original inhabitants of the Gig Harbor area.

CHANGES TO THE AGENDA

PRESENTATIONS

1. **Recognition of Retiring Police Chaplain Roger Roth**
Presented by Chief of Police Kelly Busey
2. **Introduction of Police Chaplain Gary Rudd**
Presented by Chief of Police Kelly Busey

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. **City Council Minutes: City Council Study Session Minutes - February 15, 2024; City Council Minutes - February 26, 2024**
2. **Approval of Vouchers: Check numbers 105514 through 105588 and ACH payments in the amount of \$1,846,081.79.**
3. **Approval of Payroll: Check numbers 8504 through 8505 and direct deposit transactions in the amount of \$570,625.88.**
4. **Confirmation of the Appointment of Julie Martin to the Planning Commission (Term Expiring on June 30, 2027)**

5. **Confirmation of the Appointment to the Salary Commission of Matt Munkres (Term Expiring September 30, 2025), Larry Bradbury (Term Expiring September 30, 2026), Kim Anderson (Term Expiring September 30, 2026), Nate Campen (Term Expiring September 30, 2027), and Julie Martin (Term Expiring September 30, 2027)**
6. **Lease Renewal with DNR for Tidelands at Maritime Pier**
7. **Public Works Construction Contract Award for Skansie Netshed Structural, Reroof, and Repaint Improvements**
8. **Approval of Collective Bargaining Agreement with Teamsters Local Union No. 117 Representing General Non-Supervisory Employees**
9. **Approval of Collective Bargaining Agreement with Teamsters Local Union No. 313 Representing Supervisory Employees**

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. **Department Updates - March 6, 2024**

BUSINESS ITEMS

1. **Resolution 1309 Adopting the Gig Harbor Sports Complex Phase 2 & 3 Feasibility Study**
Suggested Motion: Move to approve Resolution 1309.
 - a. Staff Report: Parks Manager Jennifer Haro
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action
2. **First Reading of Ordinance 1523 Relating to Code Enforcement Procedures**
Suggested Motion: None.
 - a. Staff Report: Code Enforcement Officer Adam Blodgett
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action

COUNCIL REPORTS/ COMMENTS

PUBLIC COMMENT ON NON-AGENDA ITEMS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

EXECUTIVE SESSION - To Discuss Pending Litigation per RCW 42.30.110(1)(i)

ADJOURN

PUBLIC COMMENT & DECORUM

The city council desires to allow a maximum opportunity for public comment. However, the business of the city must proceed in an orderly, timely manner. The purpose of a council meeting is to conduct the city's business; it is not a public forum.

Speakers will be allotted 3 minutes per individual, unless revised by the mayor. In-person comments shall be made from the microphone, first giving the speaker's name and address. Anyone making "out of order" comments may be subject to removal from the meeting.

Public comment may be made remotely via Zoom or by phone during designated portions of the meeting. To speak during the meeting, press the raise hand button near the bottom of your Zoom window or press *9 on your phone. Please refrain from raising your hand until the mayor has announced that she has opened the public comment portion of the meeting. Your name or the last three digits of your phone number will be called out when it is your turn to speak. When using your phone to call in, you may need to press *6 to unmute yourself. All speakers will have up to three minutes to speak.

Instead of making oral comments, written comments may be submitted to the city council at mayorandcouncil@gigharborwa.gov.

All remarks shall be addressed to the council as a body and not to any specific councilmember. All speakers shall be courteous in their language and deportment and shall not engage in or discuss or comment on personalities or indulge in derogatory remarks or insinuations with regard to any councilmember, the mayor, or any member of the staff or the public.

There will be no demonstrations during or at the conclusion of any public comment. These guidelines are intended to promote an orderly system of holding public meetings, to give every person an opportunity to be heard and to ensure that no individuals are embarrassed by voicing their opinions.

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the city clerk at cityclerk@gigharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.

MINUTES
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, February 15, 2024 – 3:00 p.m.
Civic Center Community Rooms A/B or Zoom

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:04 p.m. Councilmembers Barber, Coronado, Henderson, and Lykins were present. Councilmembers Rodenberg and Woock were excused. Councilmember Storset arrived at 3:47 p.m.

DISCUSSION ITEMS:

- 1. Potential Interlocal Agreement with PenMet Parks for Recreational Services** – Parks Manager Jennifer Haro reviewed PenMet Parks' new pricing and waiting period policy and asked council to authorize the City Administrator to enter into formal discussions with PenMet Parks regarding an interlocal agreement.

The council expressed its support for the City Administrator to enter into formal discussions with PenMet Parks.

- 2. Ancich Park Fishermen Pavers** – Parks Manager Jennifer Haro reviewed the proposal and options for replacing the pavers at Ancich Park and asked for council feedback.

Council was supportive of the replacement of etched pavers, paid for by the Commercial Fisherman's Club, but due to funding constraints are not supportive of replacing the non-etched pavers at this time.

- 3. Capital Improvement Projects StoryMap** – Public Works Director Jeff Langhelm provided an update on current and upcoming capital improvement projects and the associated storymap and answered questions.

Council suggested adding the funding source for each project to the storymap.

Council entered into a five-minute recess at 4:03 p.m. and returned from recess at 4:12 p.m.

- 4. Zoning Controls Pertaining to Site Specific Rezones and Height Restriction Area Variances** – Community Development Director Carl de Simas and Senior Planner Jeremy Hammar reviewed the proposal to move recommending authority from the Hearing Examiner to the Planning Commission.

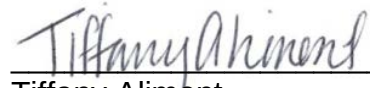
Council was supportive of the change. An ordinance will come before council for consideration on February 26.

- 5. Proposed UGA Retraction by Pierce County** – Principal Planner Robin Bolster-Grant reviewed the proposal from Pierce County, explained the opinion and recommendation of staff, and asked for council's support by way of a formal letter to Pierce County.

Council expressed support for the letter.

Councilmember Barber requested that staff prepare a resolution to place a 0.1% public safety sales tax increase on the August 6 ballot. The resolution will be considered at the February 26 city council meeting.

ADJOURN: The meeting adjourned at 4:43 p.m.



Tiffany Aliment
Assistant City Clerk

MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, February 26, 2024 - 5:30 PM
Council Chambers

CALL TO ORDER/ROLL CALL Mayor Markley called the meeting to order at 5:30 p.m. Councilmembers Barber, Coronado, Henderson, Lykins, Rodenberg, Storset, and Woock were present.

PLEDGE OF ALLEGIANCE - Presented by Daisy Troop #42339

LAND ACKNOWLEDGMENT

CHANGES TO THE AGENDA

PRESENTATIONS

1. **Pierce County Opioid Task Force Update** Presented by Opioid Task Force Coordinator Chelsea L. Amato.
2. **State of Local Public Transportation in Pierce County** Presented by Pierce Transit Executive Director of Planning and Community Development Ryan Wheaton.

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

MOTION: Move to approve the Consent Agenda (Barber/Lykins).

VOTE: Unanimously Approved.

1. **City Council Minutes: City Council Meeting - February 12, 2024**
2. **Approval of Vouchers: Check Numbers 105407 through 105513 and ACH Payments in the Amount of \$673,276.64.**
3. **Professional Services Contract with 3J Consulting for the Design of the Olympic Drive Right Turn Lane Extension Improvements.**
4. **Professional Services Contract Amendment #3 for 38th Avenue Improvement Project Phase 2**
5. **Public Works Construction Contract Award for Prentice Ave./Fennimore St. Half-Width Frontage Improvements**

MAYOR'S REPORT Mayor Markley announced the retirement of Building Maintenance Technician Marty West and the addition of Pancake the Octopus at Harbor WildWatch.

CITY ADMINISTRATOR'S REPORT City Administrator Katrina Knutson reported that the city earned a WellCity award from AWC, a Best Commuter Business award, and hosted a Tacomaprobono legal aid event.

1. Department Updates - February 21, 2024

BUSINESS ITEMS

- 1. Ordinance 1522 Adopting Zoning Controls Pertaining to Site Specific Rezones and Height Restriction Area Variances, Amending Chapters 17.62, 17.100, 19.01 of the Gig Harbor Municipal Code**

MOTION: Move to approve Ordinance 1522 (Lykins/Henderson).

VOTE: Yes: Barber, Rodenberg, Lykins, Henderson, Storset, Coronado. No: Woock

- 2. Resolution 1307 Providing for the Submission to the Qualified Electors of the City Of Gig Harbor at an Election to be Held on August 6, 2024, of a Proposition Authorizing an Increase to the Sales and Use Tax in Gig Harbor of one-Tenth of One Percent (0.1%) on the Selling Price to Maintain and Enhance Funding for Police Services and Community Safety** Public Comment was provided by Vicky Alsaker.

MOTION: Move to approve Resolution 1307 (Barber/Woock).

VOTE: Unanimously Approved.

- 3. Resolution 1308 Expressing Support for the April 23, 2024, City of Gig Harbor Proposition 1 Titled "Single-Year, Permanent Levy Lid Lift"**

MOTION: Move to approve Resolution 1308 (Lykins/Barber).

VOTE: Yes: Barber, Rodenberg, Lykins, Storset, Coronado. No: Henderson, Woock

- 4. MOU with Gig Harbor Sister Cities Council**

Public Comment was provided by Natalie Wimberley.

MOTION: Move to authorize the mayor to execute the MOU with Gig Harbor Sister Cities Council and appoint Councilmember Le Rodenberg as the city's representative to the Gig Harbor Sister Cities Council Executive Board (Barber/Woock).

VOTE: Unanimously approved.

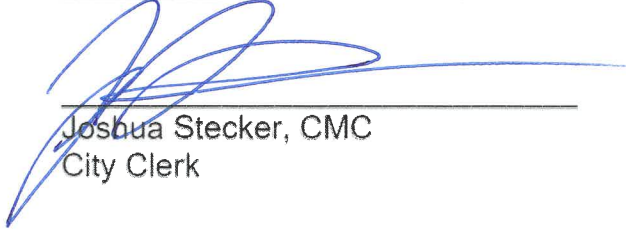
COUNCIL REPORTS/ COMMENTS Councilmember Barber reported on the work being done at Harbor WildWatch. Councilmember Woock thanked the police department.

PUBLIC COMMENT ON NON-AGENDA ITEMS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN The meeting adjourned at 8:07 p.m.



Joshua Stecker, CMC
City Clerk



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: March 11, 2024

SUBJECT: Lease Renewal with DNR for Tidelands at Maritime Pier

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: (253) 853-8253

SUGGESTED MOTION: Move to authorize the mayor to sign the renewal for lease agreement 20-B80894 with the Department of Natural Resources

BACKGROUND INFORMATION: The proposed lease renewal would continue to allow public use of the aquatic lands at Maritime Pier, which includes use of the pier and associated tidelands. There are currently two aquatic leases for the Maritime pier site – one landward of the inner harbor line, and one between the inner and outer harbor lines. This lease is for the section landward of the inner harbor line. The lease term is ten years, expiring June 27, 2034.

Staff recommends authorizing the Mayor to sign the renewal for lease agreement 20-B80894.

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Lease Renewal with DNR for Tidelands at Maritime Pier
 2. Maritime Pier 2013 Survey
-

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities.

When recorded, return to:
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335



AQUATIC LANDS LEASE

Lease No. 20-B80894

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Gig Harbor
Legal Description: Section 8, Township 21 North, Range 02 East, W.M.
Complete Legal Description on Page 32
Auditor Reference Number: 201301305002
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: Not Applicable

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and City of Gig Harbor, a government agency ("Tenant").

BACKGROUND

Tenant desires to lease a portion of the aquatic lands commonly known as Gig Harbor Bay, which are unplatted first class tidelands located in Pierce County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

Aquatic Lands Lease (Rev. 7/20/2022)

Page 1 of 34

Lease No. 20-B80894

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the “Property”).
- (b) This Lease is subject to all valid interests of third parties noted in the records of Pierce County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant warrants that the record of survey referenced in Exhibit A includes a true and accurate description of the Property boundaries, and the location of the Improvements existing on the Property. Tenant’s obligation to provide a true and accurate description of the Property boundaries, and the location of the Improvements existing on the Property is a material term of this Lease.
- (b) Tenant’s use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.

1.3 Inspection. State makes no representation regarding the condition of the Property, Improvements located on the Property, the suitability of the Property for Tenant’s Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it “AS IS.”

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for:

Public use and access, loading/unloading of fishing and passenger vessels (the “Permitted Use”), and for no other purpose. Exhibit B includes additional details about the Permitted Use, the Property, and Improvements. The Permitted Use of this Lease shall not be changed or modified without the written consent of State, which shall be at State’s sole discretion.

2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease or the law.

- (a) Tenant shall not cause or permit:
 - (1) Damage to land or natural resources,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes, but is not limited to, deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.
- (c) Tenant shall avoid damage caused by propeller wash from vessels.
- (d) Tenant shall not allow vessels to come in contact with underlying tidelands bedlands (commonly referred to as "grounding out") at any time.

2.3 Conformance with Laws. Tenant shall keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

2.5 Residential Uses Prohibited.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Ten (10) years, beginning on the 28th day of June, 2024 (the "Commencement Date"), and ending on the 27th day of June, 2034 (the "Termination Date"), unless terminated sooner under the terms of this Lease (the "Term"). Whenever the phrase "termination of this Lease" or "termination of the Lease" is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to the Termination Date.

3.3 End of Term.

- (a) Removal of Improvements and Personal Property: Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7.
- (b) Restoration of Property:

- (1) Prior to the termination of this Lease, Tenant shall restore the Property to its condition prior to Tenant's use of the Property.
 - (2) This restoration is to be done at Tenant's expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant's plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.
 - (3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with State's remedy.
- (c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply: Tenant's occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days' written notice. The month-to-month occupancy will not be an extension or renewal of the Term.
- (1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

- (a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.

- (b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Zero Dollars (\$0).
- (c) The annual rent, as it currently exists or as adjusted or modified (the “Annual Rent”), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter Any payment not paid by State’s close of business on the date due is past due.
- (d) Public Use and Access. This Lease allows for free or reduced rent for areas that meet the requirements of RCW 79.105.230 and WAC 332-30-131. If Tenant’s use of these areas cease to meet the requirements for free or reduced rent in RCW 79.105.230 and WAC 332-30-131, State will charge Tenant water-dependent rent for using these areas.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Change in Use Classification. Neither the use classification, nor the square footage of a use classification, shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraphs 4.5(b) and 4.6(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Commencement Date.
- (b) Procedures on Failure to make Timely Adjustment. If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent.

In subsequent, successive years, State shall increase the rental amount incrementally until State implements the full amount of increase as determined by the statutory rent formula.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's

payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS, PERSONAL PROPERTY, AND WORK

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. Improvements include, but are not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant, (2) acquired by Tenant from the prior tenant, (3) made by subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.
- (e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.
- (f) "Improvements Owned by Others" are Improvements owned by others (not including Tenant or a subtenant) with a right to occupy or use the Property.

7.2 Existing Improvements. On the Commencement Date, the following Tenant-Owned Improvements are located on the Property consists of 156 ft. x 18 ft. timber framed pier with 90% grating, a fully grated ramp, a 50% grated float, 33 steel support pilings, and treated timber dolphin consisting of 7 pilings. Of these improvements, four steel pilings and approximately 450 square feet of the fully grated pier are located within the tideland leasehold.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (collectively “Work”).
- (b) Except in an emergency, Tenant shall not conduct Work without State’s prior written consent. Tenant shall obtain State’s prior written consent as follows:
 - (1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications to State at least ninety (90) days before commencement of Work.
 - (2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if the proposed Work does not comply with Paragraphs 7.4 and 11.3 State may impose additional conditions intended to protect and preserve the Property or adjacent state-owned aquatic lands.
 - (3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.
- (c) Tenant shall immediately notify State of emergency Work. Upon State’s request, Tenant shall provide State with as-built plans and specifications of emergency Work.
- (d) Tenant shall not commence or authorize Work until Tenant or Tenant’s contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant or Tenant’s contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
 - (2) Obtained all required permits.
- (e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.

- (f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record of survey showing the Property boundaries and the as-built location of all Improvements on the Property.
- (g) State shall not charge rent for authorized Improvements installed by Tenant on the Property during the Term, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for removal of Improvements as provided in Paragraph 7.5.

7.4 Standards for Work. Tenant shall comply with State's standards for Work current at the time Tenant submits plans and specifications for State's approval. Tenant shall ascertain State's current standards for Work as follows:

- (a) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with State's current standards for Work on state-owned aquatic lands.
- (b) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with State's current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for State's current standards for Work.
- (c) If Tenant fails to (1) make a request for State's current standards for Work or (2) timely submit plans and specifications to State after receiving State's current standards for Work, Tenant shall make changes in plans or Work necessary to conform to State's current standards for Work upon State's demand.

7.5 Tenant-Owned Improvements.

- (a) Removal of Tenant-Owned Improvements upon termination.
 - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.
 - (2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State's consent, State may remove all Improvements and Tenant shall pay State's costs.
- (b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
 - (1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State of Washington, and regardless of whether Tenant enters into a new Lease for the Property.
 - (2) If Tenant enters into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may

- consent to Tenant's continued ownership of Tenant-Owned Improvements.
- (3) If Tenant does not enter into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant shall submit its request to leave Tenant-Owned Improvements to State at least one (1) year before the Termination Date.
 - (ii) State, within ninety (90) days of receiving Tenant's request, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
 - (c) Tenant's Obligations if State Waives Removal.
 - (1) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall not remove such Tenant-Owned Improvements.
 - (2) For any Tenant-Owned Improvements that State has waived the requirement for removal, Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and if Tenant fails to remove the Unauthorized Improvements, State may remove the Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.
 - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and conducting the sale that exceed the proceeds received by State.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the utmost care required under RCW 70A.305.040(3)(a)(iii) of the Washington State Model Toxics Control Act.
- (d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Property; and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.

- (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
- (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Property or adjacent state-owned aquatic lands.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant's Permitted Use or Tenant's use or occupancy of the Property results in violation of law:
 - (1) Tenant shall submit to State any plans for remedying the violations, and
 - (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination, if any.

- (a) Tenant and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and

- (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; United States Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.
- (b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.
- (c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities

arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) If a cleanup is eligible for the Washington State Department of Ecology's Voluntary Cleanup Program, Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources' approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with such Tests, provided State gave Tenant thirty (30) days' advance notice in nonemergencies and reasonably practical notice in emergencies.
- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten

- (10) days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) days of a written request by the other Party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
- (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for prior approval.
- (b) Tenant shall incorporate the following requirements in all subleases:

- (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
- (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
- (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
- (4) The sublease must terminate if this Lease terminates for any reason;
- (5) The sublease must include an acknowledgment that the subtenant has received a copy of this Lease;
- (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than one year of rent;
- (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
- (8) The sublease must provide that there is no privity of contract between the subtenant and State;
- (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
- (10) The subtenant's permitted use must be within the scope of the Permitted Use;
- (11) The sublease must require the subtenant to indemnify, defend, and hold harmless State to the same extent Tenant is required to indemnify, defend, and hold harmless State under this Lease;
- (12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
- (13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10; and
- (14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of one year or less does not require State's prior approval pursuant to Paragraphs 9.1 or 9.3; however, Tenant shall conform moorage sublease agreements to the sublease requirements in Paragraph 9.3(b).

9.5 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease. If Tenant is a limited liability company, conveyance of an economic interest of greater than fifty percent (50%) is an assignment of this Lease. Assignments defined in this Paragraph 9.5 require State's consent under Paragraph 9.1.

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees, to the fullest extent permitted by law and subject to the limitations provided below.
- (b) “Claim” as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys’ fees), fines, penalties, or judgments attributable to: bodily injury; sickness; disease; death; and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. “Damages to tangible property” includes, but is not limited to, physical injury to tangible property, diminution in value to tangible property, damages resulting from loss of use of tangible property, and loss or diminution of natural resource values.
- (c) State shall not require Tenant to indemnify, defend, and hold harmless State, or its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.
- (d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Tenant’s obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the workers’ compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State’s employees, officials, officers, or agents, and (b) the Tenant or Tenant’s subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant’s liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Tenant certifies that on the Commencement Date of this Lease it is a member of a self-insured risk pool for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan

provides coverage equal to that required in this Paragraph 10.2 and by Paragraph 10.3, Insurance Types and Limits. Tenant shall provide to State evidence of its status as a member of a self-insured risk pool. Upon request by State, Tenant shall provide a written description of its financial condition and/or the self-insured funding mechanism. Tenant shall provide State with at least thirty (30) days' written notice prior to any material changes to Tenant's self-insured funding mechanism. If during the Term Tenant's self-insurance plan fails to provide coverage equal to that required in Paragraph 10.2 and Paragraph 10.3 of this Lease, Tenant shall procure additional commercial insurance coverage to meet the requirements of this Lease. The requirements in Paragraph 10.2(a)(3) and (4) only apply where the Tenant procures additional commercial insurance to meet the requirements of this Lease.

- (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) All general liability, excess, umbrella and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
- (4) All property insurance, builder's risk insurance, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as a loss payee.
- (5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

- (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
- (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.

(c) Proof of Insurance.

- (1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.
- (2) The certificate(s) of insurance must reference the Lease number.

- (3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance required in this Lease within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
 - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance

contains aggregate limits, the general aggregate limit must be at least twice the “each occurrence” limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the “each occurrence” limit.

- (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers’ Compensation.
- (1) State of Washington Workers’ Compensation.
 - (i) Tenant shall comply with all State of Washington workers’ compensation statutes and regulations. Tenant shall provide workers’ compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant’s use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers’ compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers’ and Jones Acts. The Longshore and Harbor Workers’ Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 30104) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with the law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers’ Liability Insurance. Tenant shall procure employers’ liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
- (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all-risks basis and, at minimum, cover the perils insured

under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.

- (2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
- (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
- (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.
- (e) Protection and Indemnity Insurance (P&I). For each vessel owned, used, and/or operated on the Property by Tenant or Tenant's contractor(s), Tenant or Tenant's contractor(s) shall procure and maintain P&I insurance with limits of liability not less than Five Hundred Thousand Dollars (\$500,000.00). The P&I insurance must cover, at a minimum, all claims relating to injuries or damages to persons or property sustained in, on, or about the property; fuel spills; wreck removal; salvage; injuries to passengers and crew of the vessel; and damages to nets and fishing lines. If necessary, Tenant shall procure and maintain commercial umbrella liability insurance covering claims for these risks.

10.4 Financial Security.

- (a) On the Commencement Date of this Lease, Tenant is not required to procure and maintain a corporate security bond or other financial security ("Security"). During the Term, State may require Tenant to procure and maintain Security upon any of the events listed in Paragraph 10.4(c)(1). Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.
- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless

- State approves an exception in writing. Tenant may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
- (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
- (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.
- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.
- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, maintenance, replacements or changes to the Property and to any Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine

maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, replacement, alterations, or additions.

- (a) Tenant shall not use or install treated wood on decking, docks, rafts, floats, wharves, piers, fixed docks, gangways, pilings, or any other structure at any location above or below water, except that Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Section 7 and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the availability of any insurance proceeds to Tenant from which the cost of repairs, reconstruction, replacement, removal, or restoration may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) “Taking” means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of State, prevents or renders impractical the Permitted Use.
- (b) “Date of Taking” means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant’s leasehold estate and Tenant-Owned Improvements and (2) State’s interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease; or
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant’s property.

14.2 Tenant’s Right to Cure.

- (a) A default becomes an “Event of Default” if Tenant fails to cure the default within the applicable cure period following State’s written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.

- (b) Unless expressly provided elsewhere in this Lease, the cure period is ten (10) days for failure to pay rent or other monetary defaults; for other defaults, the cure period is thirty (30) days. This cure period does not apply where State terminates this Lease under Paragraph 10.2(f) or Paragraph 12.5.
- (c) For nonmonetary defaults not capable of cure within thirty (30) days, Tenant may submit a reasonable alternative cure schedule for State's approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative cure schedule and Tenant cures the default in accordance with the approved alternative cure schedule.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) State's Rights to Cure Tenant's Defaults.
 - (1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith.
 - (2) If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.
 - (3) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.
- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
 - (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
 - (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
 - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.

- (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

SECTION 15 ENTRY BY STATE

15.1 Right to Enter The Property.

- (a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law.
- (b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

15.2 Disclaimer. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Shoreline District Aquatics
950 Farman Ave N
Enumclaw, WA 98022

Tenant: Jennifer Haro
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent

breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

CITY OF GIG HARBOR

Dated: _____, 20__

By: TRACIE MARKLEY
Title: Mayor
Address: 3510 Grandview Street
Gig Harbor, WA 98335
Phone: 253-525-0323

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: THOMAS A. GORMAN
Title: Aquatic Resources Division Manager
Address: Aquatic Resources Division
950 Farman Avenue North
Enumclaw, WA 98022

Aquatic Lands Lease
Template approved as to form this
20th day of July 2022
Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF)
) ss.
County of)

I certify that I know or have satisfactory evidence that TRACIE MARKLEY is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor of (type of authority) of the City of Gig Harbor (name of corporation) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

STATE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON)
) ss.
County of)

I certify that I know or have satisfactory evidence that THOMAS A. GORMAN is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Aquatic Resources Division Manager of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: _____, 20__

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY & USE CLASSIFICATIONS

Agreement Number **20-B080894**

1. LEGAL DESCRIPTION OF THE PROPERTY:

A PORTION OF STATE OWNED AQUATIC LANDS LOCATED BETWEEN EXTREME LOW TIDE AND THE INNER HARBOR LINE IN FRONT OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55; THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54; THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET; THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 269.20 FEET TO THE LINE OF EXTREME LOW TIDE AND THE POINT OF BEGINNING; THENCE ALONG SAID TIDE LINE SOUTH 75°25'47" EAST 9.34 FEET; THENCE SOUTH 86°55'07" EAST 28.80; THENCE SOUTH 51°32'20" EAST 35.12; THENCE SOUTH 57°59'37" EAST 21.79; THENCE SOUTH 55°54'44" EAST 17.64 TO THE INNER HARBOR LINE; THENCE ALONG SAID INNER HARBOR LINE NORTH 37°20'40" WEST 113.52 FEET; THENCE SOUTH 34°26'15" WEST 52.22 FEET TO THE POINT OF BEGINNING.
CONTAINING: 2,202 SQUARE FEET OR 0.050 ACRE

2. SQUARE FOOTAGE OF EACH USE CLASSIFICATION:

Water-dependent	<u>0</u>
Water-dependent that is public use and access	<u>2,202</u>
Nonwater-dependent	<u>0</u>
Water-oriented subject to water- dependent rental rates	<u>0</u>

Water-oriented subject to nonwater- dependent rental rates	<u>0</u>
---	----------

Total Square Feet	<u>2,202</u>
--------------------------	---------------------

EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities. The City of Gig Harbor's public Maritime Pier facility was built in 2012. The facility is used for public use and access and the loading and unloading of fishing and passenger vessels. The portion of the facility within this leasehold consists of four (4) steel piling and approximately four hundred fifty (450) square feet of the fully grated portion of the pier. The entire facility consists of a 156-ft x 18-ft timber framed pier with 90% grating, an 80-ft x 6-ft fully grated ramp, a 40-ft x 12-ft timber framed float with 50% grating, thirty three (33) steel support piling, and a seven (7) pile existing treated wood dolphin. There is fire flow water service on the pier. The facility was open to the public on September 24, 2012.

B. Proposed Facilities. Tenant proposes no new facilities.

2. ADDITIONAL OBLIGATIONS

None

Aquatic Lands Lease
Template approved as to form this
20th day of July, 2022
Jennifer Clements, Assistant Attorney General

RECORD OF SURVEY FOR AMENDED AQUATIC LEASE NO. 22-0077100 & 20-080894

IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 E., W.M. PIERCE COUNTY, WASHINGTON

DESCRIPTIONS

TIDELANDS LEASE AREA NO. 20-080894

A PORTION OF STATE OWNED AQUATIC LANDS LOCATED BETWEEN EXTREME LOW TIDE AND THE INNER HARBOR LINE IN FRONT OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55, THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54, THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET, THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 289.20 FEET TO THE LINE OF EXTREME LOW TIDE AND THE POINT OF BEGINNING, THENCE ALONG SAID TIDE LINE SOUTH 75°25'47" EAST 9.34 FEET, THENCE SOUTH 86°55'07" EAST 28.80, THENCE SOUTH 51°32'20" EAST 35.12, THENCE SOUTH 57°59'37" EAST 21.79, THENCE SOUTH 55°54'44" EAST 17.64 TO THE INNER HARBOR LINE, THENCE ALONG SAID INNER HARBOR LINE NORTH 37°20'40" WEST 113.92 FEET, THENCE SOUTH 34°26'15" WEST 32.22 FEET TO THE POINT OF BEGINNING.

HARBOR LEASE AREA A NO. 22-0077100

A PORTION OF STATE OWNED AQUATIC LANDS LOCATED BETWEEN THE INNER HARBOR LINE AND THE OUTER HARBOR LINE IN FRONT OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55, THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54, THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET, THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 321.42 FEET TO THE INNER HARBOR LINE AND THE POINT OF BEGINNING, THENCE ALONG SAID INNER HARBOR LINE SOUTH 37°20'40" EAST 105.24 FEET, THENCE NORTH 50°41'21" EAST 148.66 FEET TO THE OUTER HARBOR LINE, THENCE ALONG SAID OUTER HARBOR LINE NORTH 28°32'11" WEST 158.92 FEET, THENCE SOUTH 34°26'15" WEST 182.03 FEET TO THE POINT OF BEGINNING.

HARBOR LEASE AREA B

A PORTION OF STATE OWNED AQUATIC LANDS LOCATED BETWEEN THE INNER HARBOR LINE AND THE OUTER HARBOR LINE IN FRONT OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, ALSO KNOWN AS CITY MONUMENT NO. 55, THENCE NORTH 02°20'21" EAST 107.87 FEET TO CITY MONUMENT NO. 54, THENCE ALONG THE CENTERLINE OF HARBORVIEW DRIVE NORTH 86°19'40" WEST 111.28 FEET, THENCE LEAVING SAID CENTERLINE NORTH 34°26'15" EAST 321.42 FEET TO THE INNER HARBOR LINE, THENCE CONTINUING NORTH 34°26'15" EAST 70 FEET TO THE NORTHEAST CORNER OF HARBOR LEASE 22-002704 AND THE POINT OF BEGINNING, THENCE ALONG THE NORTHERLY LINE OF SAID LEASE NORTH 55°48'12" EAST 60.00 FEET TO THE EAST LINE OF HARBOR LEASE 22-002808, THENCE ALONG SAID EAST HARBOR LEASE LINE NORTH 34°26'15" EAST 142.89 FEET TO THE OUTER HARBOR LINE, THENCE SOUTH 34°26'15" WEST 112.03 FEET TO THE POINT OF BEGINNING.

UPLAND PER QUICK CLAIM DEED, PIERCE COUNTY WASHINGTON, A.P.N. NO. 200507281085, TAX PARCEL NO. 0221081800, 0221081801 (NOW 0221081817) COMMENCING AT SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M. IN PIERCE COUNTY, WASHINGTON, THENCE N 00°21' W A DISTANCE OF 137.8 FEET, THENCE N 89°25' W A DISTANCE OF 37.08 FEET TO POINT OF BEGINNING, THENCE N 37°34' E A DISTANCE OF 96.05 FEET, THENCE N 58°45' E A DISTANCE OF 50.23 FEET TO THE GOVERNMENT MEANDER LINE, THENCE N 58°00' W A DISTANCE 81.20 FEET, THENCE S 32°00' W A DISTANCE 170.42 FEET, THENCE S 89°25' E A DISTANCE 57.50 FEET TO POINT OF BEGINNING, TOGETHER WITH SECOND CLASS TIDELANDS AS CONVERTED BY THE STATE OF WASHINGTON, ADDJOINING AND ABUTTING THEREON.

NOTE

THE LATERAL BOUNDARIES OF THE SECOND CLASS TIDELANDS ARE SHOWN HEREIN AS EXTENSIONS OF THE LATERAL BOUNDARIES OF THE UPLANDS. NO DETERMINATION HAS BEEN MADE AS THE TRUE LOCATION OF THE ACTUAL LATERAL BOUNDARIES. THIS METHOD IS CONSISTENT WITH LOCAL AND ADJOINING LEASE SURVEYS.

COPYRIGHT 2013 THORNTON LAND SURVEYING, INC.

AUDITOR'S CERTIFICATE

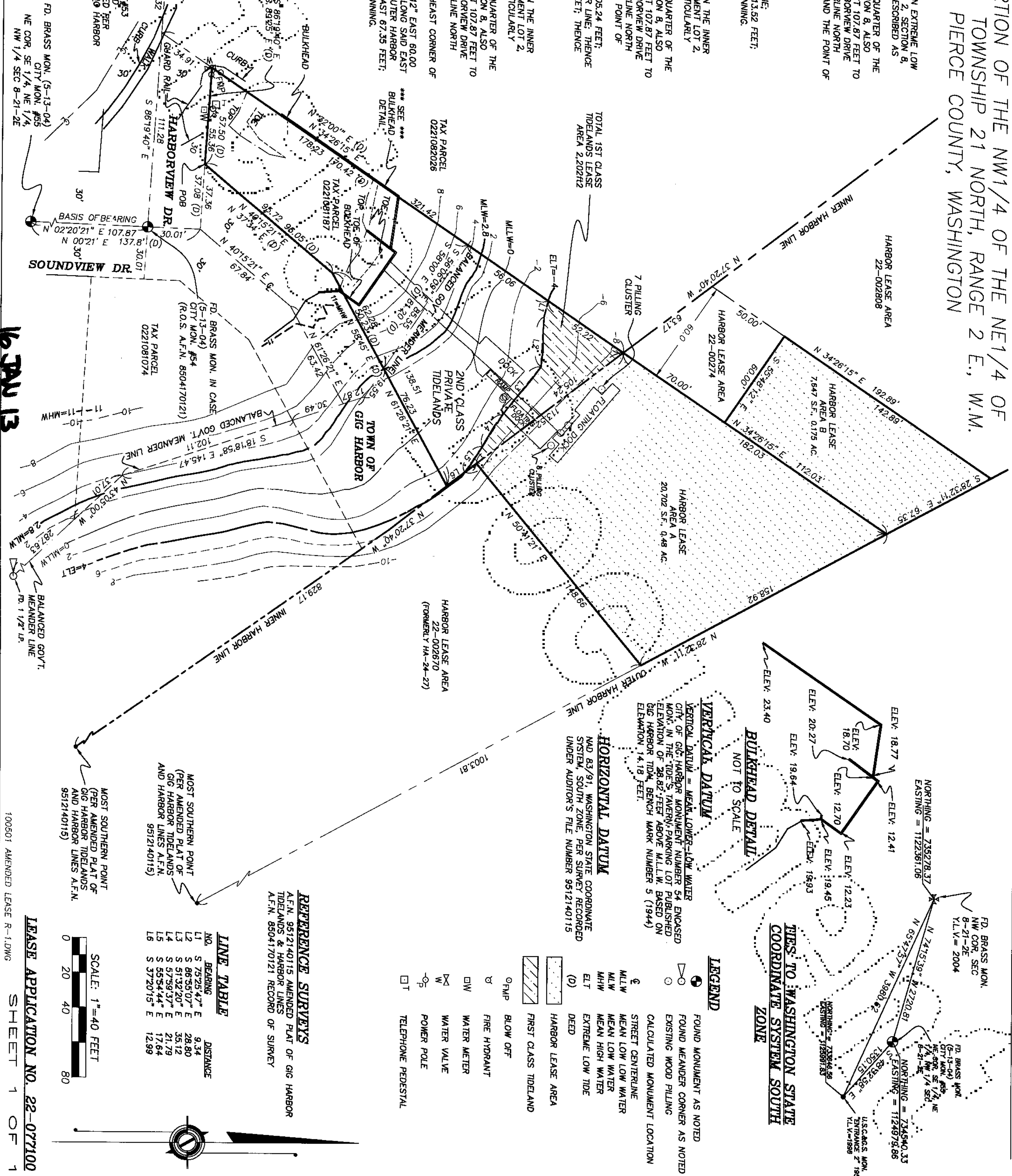
FILED FOR RECORD THIS 30th DAY OF January 2013, AT 12:24 o'clock P.M., UNDER AUDITOR'S FILE NUMBER: 201301305002

By: *[Signature]* COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF:

CITY OF GIG HARBOR, WA
GARY A. PROBERT, DIRECTOR OF THE SHIP AND BOAT BUILDING DIVISION
CERTIFICATE NUMBER 33980
DATE: 1/13/2013



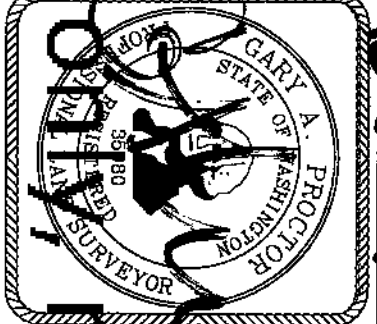
LEASE APPLICATION NO. 22-077100 SHEET 1 OF 1

RECORD OF SURVEY FOR & REQUESTED BY CITY OF GIG HARBOR, WA

IN A PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 E., W.M. PIERCE COUNTY, WASHINGTON

DRAWN	DATE	FIELD BOOK
DRM	08 JAN 2013	7-12.8
CHECKED	SCALE	JOB NUMBER
GAP	1" = 40'	100501

Thornton and Surveying, Inc.
P.O. BOX 249
GIG HARBOR, WASHINGTON 98335
TELEPHONE (253) 858-8106 / FAX 858-7466



ORIGINAL



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: March 11, 2024

SUBJECT: Public Works Construction Contract Award for Skansie Netshed Structural, Reroof, and Repaint Improvements

SUBMITTED BY: Project Engineer Marcos McGraw

DEPARTMENT: Public Works

PHONE: (253) 853-2647

SUGGESTED MOTION: Move to authorize the following related to the city's capital improvement project, "Skansie Netshed Structural Improvements, Painting, and Reroofing":

1. The mayor to execute a Professional Services Contract for construction support with Helix Design Group, Inc. for an amount not to exceed \$51,580.00;
2. The mayor to execute a Public Works Construction Contract with American West Construction for an amount not to exceed \$315,478.57;
3. The mayor to execute a Professional Services Contract for materials testing with Terracon Consultants, Inc. for an amount not to exceed \$6,143.55;
4. The city engineer to approve additional Public Works Construction Contract expenditures (change order authority) up to \$30,000.00.

BACKGROUND INFORMATION: This project is listed in the city's 2023-24 budget as Objective 7 in the Park Capital Fund identified as Skansie Netshed Improvements. The city repainted and reroofed the Netshed in 2004. The city later rehabilitated the foundation and Netshed pier decking. After 20 years, the Netshed requires repainting and reroofing and based on two separate reports, the Netshed requires structural improvements. This project will complete the structural repairs, repaint the exterior of the building, and reroof the building.

BID RESULTS: The project was competitively bid using the city's Public Works Bidding process. On February 22, the city received six (6) responsive bids for the project. The low bid was received from American West Construction for \$315,478.57.

Bidder	Total Bid Amount
American West Construction	\$315,478.57
KA General Construction	\$326,697.94
Serpanok Construction, Inc.	\$353,794.32
Construction, Inc.	\$366,052.70
D&D Construction, Inc.	\$390,678.75
Westmark Construction	\$587,036.00

FISCAL CONSIDERATION: FISCAL CONSIDERATION: The 2023-24 budget allocated \$330,000 for the Skansie Netshed Improvements project. The project will be funded by HBZ funds and unexpended funds, identified below, from parks projects that will not move forward in this budget cycle.

2023-24 Budget Project Funding:	
Skansie Netshed Improvements – Park Capital, Objective 7	\$330,000.00
<i>Unexpended available funds from “Gig Harbor North Trails”; Obj. #3</i>	<i>\$150,000</i>
<i>Unexpended available funds from “Cushman Trail Phase 5a Scoping & Value Engineering Study”; Obj. #8</i>	<i>\$85,000</i>
Total 2023-24 Budget:	\$565,000.00
Project Expenses:	
Professional Services Contract – Helix Design Group, Inc. / design contract[previously awarded]	(\$133,164.00)
Professional Services Contract – Helix Design Group, Inc. / construction support	(\$51,580.00)
Public Works Construction Contract – American West Construction / construction contract	(\$315,478.57)
Materials Testing & Special Inspection – Terracon Consultants, Inc.	(\$6,143.55)
City Engineer Change Order Authority Amount *	(\$30,000.00)
Total Project Expenses	(\$536,366.12)
Total remaining budget**:	\$28,633.88

Expenditure Required: \$ 536,366.12	Amount Budgeted: \$ 330,000.00	Appropriation Required: \$ 0
--	-----------------------------------	---------------------------------

*The change order authority provides for, if required, addressing any unforeseen additional Public Works Construction Contract work.

** Sufficient funds exist in the ending fund balance for the Park Capital fund.

ATTACHMENTS:

1. American West_agreement
2. AMERICAN WEST_Bid form
3. Helix_Amend #3 scope & fee
4. Helix_Contract Amendment #3
5. TERRACON_PW Contract
6. Terracon_SCOPE AND FEE

STRATEGIC PLAN PRIORITY: Maintain a small town character and historic preservation while growing responsibly.

CONTRACT FORM

CITY OF GIG HARBOR SKANSIE NETSHED STRUCTURAL REPAIRS REPAINTING AND REROOFING CPP-1907

THIS AGREEMENT, made and entered into, this ____ day of _____, 202__, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and American West Construction, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of the Skansie Netshed Structural Repairs Repainting and Reroofing, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "Skansie Netshed Structural Repairs Repainting and Reroofing Project Manual, CPP-1907," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum Three Hundred Fifteen Thousand, Four Hundred Seventy-Eight Dollars and Fifty-Seven Cents (\$315,478.57) including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-4.02 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 12 16.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.

7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY OF GIG HARBOR:

CONTRACTOR:

Tracie Markley, Mayor

City of Gig Harbor

Date: _____

Print Name: _____

Print Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

***** END CONTRACT FORM *****



SECTION 00 41 13 BID FORM

Skansie Netshed Repainting & Reroofing, CPP-1907

TO: City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

CONTACT: Marcos McGraw. City of Gig Harbor, Phone: (253) 853-2647;
Fax: (253) 853-7597

- A. The undersigned bidder declares that he has read the Project Manual, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Project Manual, and that the bidder will complete the work within the time stated and further, the bidder will accept in full payment for the unit price(s) and/or lump sum price indicated for the Work as set forth in the bid below.

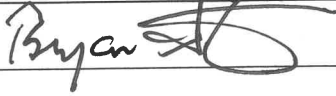
The work under this contract shall be fully completed within the working days specified in the Project Manual.

NOTE: Show unit prices in figures only. Prices for all items, all extensions and the total amount of bid must be shown for each bid schedule included. Any incomplete bid schedule(s) shall be considered non-responsive.

BID SCHEDULE

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Replace Roofing	1	LS	\$ 47,026.73	\$ 47,026.73
2	Repainting	1	LS	\$ 37,650.86	\$ 37,650.86
3	Interior Structure Improvements	1	LS	\$ 152,516	\$ 152,516
4	Wood Siding - furnish & install	615	LF	\$ 17,410	\$ 17,410
5	Minor Change	EST	DOLLAR	\$ 30,000.00	\$ 30,000.00
6	Maintenance Bond	1	LS	\$ 5,092.07	\$ 5,092.07
	Applicable Washington States Sales Tax (8.9%)				\$ 25,782.91
	TOTAL BID				\$ 315,478.57

- B. All Bidders shall complete all Bid Items on the Bid Form in their entirety. Failure to do so may result in the Owner's rejection of the Bid as not being responsive to the advertisement.
- C. The Owner reserves the right to delete any or all portions of the work.
- D. Receipt of the following Addenda to the Bidding Documents is hereby acknowledged.

Addendum Number, if any	Date of Receipt of Addendum	Signed Acknowledgment
1	2/13/24	Bryan 
2		
3		
4		
5		
6		

(Note: Failure to acknowledge receipt of the addenda shall make the Proposal non-responsive.)

- F. Notice of Acceptance of this Proposal or requests for additional information should be addressed to the undersigned at the address stated below:

Signature: Bryan 

Printed Name: Bryan Sutton

Company Name: American West Construction

Address: 5114 Point Fosdick Dr Ste F #182
Gig Harbor WA 98335

Phone: 760 403 5737

Fax: N/A

Email: bryan@americanwc.com

SECTION 00 43 13 BID SECURITY FORM

Herewith find deposit in the form of certified check, cashier's check or cash in the amount of \$ _____, which amount is not less than five (5) percent of the Base Bid total as defined in Section 00 21 13 - Instructions to Bidders.

SIGN HERE



KNOW ALL MEN BY THESE PRESENTS:

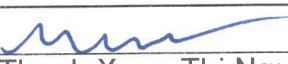
That we, American West Construction, LLC, as Principal and Great American Insurance Company, as Surety, are held firmly bound unto the City of Gig Harbor, Washington, as Obligee, in the penal sum of five percent of the total amount of the bid (5% of total bid) Dollars, for the payment of which the successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for construction of the **Skansie Netshed Repainting & Reroofing, CPP-1907**, Gig Harbor, Washington according to the terms of the proposal or Bids made by the Principal therefore and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for Bids. Then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 19th DAY OF February, 2024 .

American West Construction, LLC
Principal

Great American Insurance Company
Surety


Thanh Xuan Thi Nguyen, Attorney-in-fact

2/19, 2024

Received return of deposit in the sum of \$ _____.

*** END OF SECTION ***

February 9, 2024

Mr. Marcos McGraw, Project Manager
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA. 98335

RE: CPP1907 – Skansie Netshed Maintenance. Construction Support *REVISED*

Dear Mr. McGraw:

Per your request, we have estimated our anticipated services during construction, and we are pleased to submit the following proposal for your consideration.

Following your comments, we have revised our January 16, 2024 proposal as follows.

I. SCOPE OF SERVICES & ASSUMPTIONS

While we assume that the City of Gig Harbor will be the main point of contact for the General Contractor, Helix and KPFF will support.

Assuming that the construction schedule will cover a time period of approx. 160 days (24 weeks), we are offering construction support as follows:

Our PM or Job Captain will be on site every two (2) weeks, for a total of twelve (12) visits; 6 visits by PM, 6 by Job Captain. It is assumed that construction meetings will only take place every two (2) weeks; on site. KPFF will be on site twice.

We will review submittals and shop drawings; respond to RFI's; and provide general office support as requested. We will also prepare a punch list at substantial completion and provide "close out" services including final inspection to verify completion of punch list work.

Please also see Attachment 'B', proposal from KPFF addressing structural engineering scope and assumptions.

II. FEES

A. Architecture

Please see Attachment 'A'.

FEE:	\$36,038
------	----------

B. Structural Engineering

Please see Attachment 'B'.

FEE:	\$10,842
------	----------

KPFF:	\$9,856
Helix Mark-up @ 10%:	986

TOTAL; LABOR:	\$46,880
---------------	----------

C. Reimbursable Expenses
Please see Attachment 'A'.

ALLOWANCE: \$ 700

TOTAL PROPOSED: \$51,580

III. MANAGEMENT RESERVE

Task Order 1 used \$3,545 of the Management Reserve fund of \$8,000. Per your request, we propose adding \$4,000 back to the Reserve, for a total of \$8,455.

ADDED AMOUNT: \$ 4,000

IV. ASSUMPTIONS

- A. It is assumed that the City will be the main contact for the General Contractor. Helix and KPFF will support.
- B. All services will be provided on an hourly, not-to-exceed basis at quoted rates, and invoices will match task listed in the proposal.
- C. It is recognized that there may be a period of time for long lead items fabrication when the City may suspend the contract.
- D. Special inspections, e.g., structural steel inspection per IBC 1704.2.3 have not been included, and will be provided by Owner.

We hope this proposal is acceptable. If you have any questions, please let us know.

Sincerely yours,
HELIX DESIGN GROUP, INC.



Erik Prestegaard
Principal

Attachments

ATTACHMENT A

Skansie Netshed Maintenance

Architectural Design Tasks - Construction Support *REVISED*



	Architectural Tasks	principal	sr. architect / project manager	sr. interior designer	job captin	architect / designer	admin.	
		\$ 230.00	\$ 190.00	\$ 170.00	\$ 170.00	\$ 150.00	\$ 73.00	total
A	Pre-construction meeting (in person).	4	4					\$ 1,680
B	Site visits (12 @ 3.5 hrs.) including - meetings + reports.		21		21			\$ 7,560
C	Review submittals & shop drawings.		8		12			\$ 3,560
D	General office support (24 weeks). Respond to RFI's; questions; etc.	4	48		48		6	\$ 18,638
E	Punch list		8					\$ 1,520
F	Close-out	4	6		6			\$ 3,080
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
	total hours	12	95	0	87	0	6	200
	Total Architectural Service	\$ 2,760.00	\$ 18,050.00	\$ -	\$ 14,790.00	\$ -	\$ 438.00	\$ 36,038.00

Expenses

Travel Costs							
	trips	miles					
Mileage	14	32	\$ 0.670	per mile			
					total mileage		300.16
Total Travel Costs							\$ 300
Reproduction							
Prints, copies, etc., Misc.		Allowance					\$ 400
Sub-total Expenses							\$ 700
Total Expenses							
Added Management Reserve							\$ 4,000
Total Architectural							\$ 40,738



February 2, 2024

Mr. Erik Prestegaard
Helix Design Group
6021 12th St E Suite 201
Tacoma, WA 98424-1376

Subject: Structural Engineering Support for Skansie Net Shed Maintenance – Additional Services
Request for Bid and Construction Support Services

Dear Erik,
KPFF, under contract with Helix Design Group (Helix), conducted a site visit and structural analysis of the Skansie net shed to assess the existing structure's ability to support various loads per IEBC. The analysis, outlined in the KPFF report dated June 26, 2022, revealed that the current structure couldn't bear the current loads. Consequently, KPFF proceeded with additional structural support design.

The proposed scope of work encompasses engineering support through construction.

Scope of work

Based on our understanding of the project, we proposed the following Scope of Work:

1. **Construction Support Services:** We'll be providing construction support services, assisting with the implementation of the designed structural elements to ensure a smooth and successful construction process, through review and response to RFIs, submittals, site visits and general correspondence.

Budget

We propose to perform the above scope of work for an estimated maximum fee of **\$9,856**. Our effort will be billed on an hourly not-to-exceed basis in accordance with the terms and conditions of the Master Services Agreement between KPFF and Helix. A detailed breakout of each site fee estimate is shown in the attached fee estimate spreadsheet.

Please feel free to contact me at 253-396-0150.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ian D. Frank'.

Ian D. Frank, PE, SE
Associate
KPFF Consulting Engineers

Attachments: Fee Spreadsheet

2407 North 31st Street, Suite 100, Tacoma, WA 98407 O: (253) 396-0150 F: (253) 396-0162 www.kpff.com

Seattle Tacoma Lacey Portland Boise San Francisco Sacramento Los Angeles Long Beach Irvine San Diego St. Louis Louisville New York

ENGINEERING PROJECT FEE WORKSHEET

Project Name: Skansie Netshed Maintenance - ASR lateral design and final gravity drawins
Client: Helix Design Group
Fee estimate prepared by: IDF
Date: 2/2/2024



WORK ITEM	ESTIMATED HOURS								FEE
	Principal \$270	Senior Project Manager \$260	Senior Engr \$220	Senior Tech Specialist \$250	Prof. Engr \$192	Design Engr. \$170	CAD Tech \$146	Admin \$104	
1. Construction Support Services									
Assumes response to up to six RFIs				4		8			\$2,360
Review of two Shop Drawing Submittals				4		8			\$2,360
General Communication				4				4	\$1,416
2 Site Visits						8			\$1,360
Close Out Letter				4		8			\$2,360
Task 1 Sub Total									\$9,856
TOTAL HOURS	0	0	0	16	0	32	0	4	
	\$0	\$0	\$0	\$4,000	\$0	\$5,440	\$0	\$416	\$9,856

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HELIX DESIGN GROUP, INC.

THIS THIRD AMENDMENT is made to that certain Professional Services Contract dated MARCH 14, 2022 (the "Agreement"), as amended on AUGUST 8, 2022, and again on JANUARY 12, 2023 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HELIX DESIGN GROUP, INC., a WASHINGTON CORPORATION organized under the laws of the State of Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the **SKANSIE NETSHED STRUATURAL REPAIRS REPAINT AND REROOF** Project 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 further 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 FORTY THOUSAND, SEVEN HUNDRED THIRTY-EIGHT DOLLARS AND NO CENTS (\$40,738.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein for a total contract amount of (\$173,902.00).

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to MARCH 31, 2025.

[Remainder of page left intentionally 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 Agreement on _____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Title: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
TERRACON CONSULTANTS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and TERRACON CONSULTANTS, INC., a Delaware corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in maintaining the Skansie Netshed Structural Repairs Repaint and Reroof project 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 Thousand, One Hundred Forty-Three Dollars and Fifty -Five Cents (\$6,143.55) 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 A** 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 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 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 31, 2025; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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 negligent or wrongful 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. 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 performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Gig Harbor's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Consultant shall obtain at no cost to the City and maintain said insurance in force for the duration of this agreement, insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

D. Minimum Amounts of Insurance. The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City of Gig Harbor. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
2. The City of Gig Harbor will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City of Gig Harbor will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City of Gig Harbor, or any self-insurance, or insurance pool coverage maintained by the City of Gig Harbor.
3. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII and licensed to conduct business in the State of Washington.

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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.

A. 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.

B. Consultant acknowledges that the City is an agency governed by the public records disclosure requirements set forth in chapter 42.56 RCW. Consultant shall fully cooperate with and assist the City with respect to any request for public records received by the City concerning any public records generated, produced, created and/or possessed by Consultant and related to the services performed under this Agreement. Upon written demand by the City, the Consultant shall furnish the City with full and complete copies of any such records within ten business days. Consultant's failure to timely provide such records upon demand shall be deemed a material breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the Consultant shall indemnify and hold harmless the City as set forth in Section 7. For purposes of this section, the terms "public records" and "agency" shall have the same meaning as defined by chapter 42.56 RCW, as construed by Washington courts.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

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:
TERRACON CONSULTANTS, INC.,
ATTN: KEVIN GRAHAM
20225 CEDAR VALLEY RD, STE. 110
LYNWOOD, WA 98036
(425) 742-9360

City of Gig Harbor
ATTN: Marcos McGraw
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.

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. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



20225 Cedar Valley Rd, Ste 110
Lynnwood, WA 98036

P (425) 742-9360

F (425) 745-1737

Terracon.com

February 14, 2024

Marcos McGraw
City of Gig Harbor
3510 Grandview St
Gig Harbor, WA 98335-1214

Re: Special Inspection and Materials Testing Services
City of Gig Harbor Skansie Netshed
3207 Harborview Dr.
Gig Harbor, WA 98335
Terracon Proposal No. PM7241086

Dear Marcos McGraw,

Terracon is pleased to submit our proposal for Special Inspection and Materials Testing services for the City of Gig Harbor Skansie Netshed. The following documents were provided for our review:

- Helix Design Group Architectural and General Drawings Dated 12/08/2023
- KPFF Structural Drawings Dated 12/08/2023

The attached cost estimate is based on review of the above information. Once additional or updated documents become available, it would benefit City of Gig Harbor to provide us the opportunity to review and revise this estimate based on the updated information.

SCOPE: We anticipate that our scope of work will include inspection and testing of the following:

- Structural Wood Framing
- Structural Steel Fabrication
- Structural Steel Erection

We assume structural steel members will come from a local Puget Sound or Portland area fabrication shop.

QUALIFICATIONS: Terracon has been performing testing and inspection services in the Pacific Northwest since 1984. We are fully certified and perform all tests in accordance with ASTM and IBC standards. With the largest staff of WABO registered inspectors in the State, we have ample capacity to staff this project with multi-licensed inspectors. Washington State Professional Engineers directly supervise all inspection activities.

FEES: As an integral part of the project team, we work with our clients to provide realistic testing and inspection budgets. Our clients will only be invoiced for actual work performed. A trip charge and a four-hour minimum will apply to all inspections. Time and mileage will be charged portal-to-portal from our Tacoma Office. One hour of project management will be charged for the initial project setup. A 5% fee will be applied to each invoice should project portal uploads be necessary. A premium rate of 1.5 times the regular rate will be charged for all work outside of normal working hours or in excess of 8 hours per day and on Saturdays, Sundays, and Legal Holidays. Payment is net 30 days from the date on the invoice. This proposal is valid for 90 days from the date of this letter. Final costs may vary up or down depending on the contractor's scheduling of the work. All services will be billed in accordance with the attached fee schedule.

If you have any questions, please do not hesitate to call. If you find this proposal acceptable, please sign and return one copy to our office. We look forward to your favorable response.

Respectfully Submitted,

TERRACON

Kevin Graham

Kevin Graham

Principal / Office Manager

Samuel Randolph

Samuel Randolph

Group Manager

Attachments: Cost Estimate
2023 Fee Schedule and General Conditions

City of Gig Harbor Skansie Netshed (T)
Testing and Inspection Services
Terracon Cost Estimate No. PM7241086

ITEM	UNITS	UNIT PRICE	TOTAL
Inspection Services			
Structural Wood Framing <i>(Includes shearwalls, hold-downs and diaphragms)</i>	12 Hours	98.00 /hr	1,176.00
Structural Upgrades Estimate 3 inspections at 4 hours per inspection			
Structural Steel Fabrication Inspection Estimate 2 inspections at 4 hours per inspection	8 Hours	115.00 /hr	920.00
Structural Steel Erection Inspection Estimate 3 inspections at 4 hours per inspection	12 Hours	115.00 /hr	1,380.00
Ultrasonic Testing Estimate 2 inspections at 4 hours per inspection	8 Hours	125.00 /hr	1,000.00
Project Management <i>(Includes project set up, meetings, report review, closeout services and misc. consultation)</i>	5 Hours	175.00 /hr	875.00
Miscellaneous Services			
Trip Charge	10 Each	45.00 ea	450.00
NDT Consumables	2 Each	25.00 ea	50.00
Report/Invoice Upload <i>(City Portals, Procore, GC Pay, etc.)</i> 5% invoice total (if applicable)			292.55
Mileage			No Charge
Administrative Services <i>(Types reports, mail, postage, etc.)</i>			No Charge
Total Estimated Costs:			\$ 6,143.55

A four-hour minimum charge per call applies to all inspections. A premium rate of 1.5 times the regular will be charged for all work outside of normal working hours of 7 am to 5 pm or in excess of 8 hours per day and on Saturdays, Sundays and Legal Holidays. Payment is net 30 days. This estimate is valid for 90 days.



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: March 11, 2024

SUBJECT: Approval of Collective Bargaining Agreement with Teamsters Local Union No. 117 Representing General Non-Supervisory Employees

SUBMITTED BY: Human Resources Director Shannon Costanti

DEPARTMENT: Human Resources

PHONE: (253) 853-5039

SUGGESTED MOTION: Move to authorize the mayor to sign the Collective Bargaining Agreement with Teamsters Local Union No. 117 representing General Non-Supervisory employees.

BACKGROUND INFORMATION: City administration and Teamsters Local Union No. 117 have reached accord on a Collective Bargaining Agreement for 2024. Please note, the wage adjustments represented in attachment A are included and pre-approved by council in the 2023 – 2024 budget. The agreement is before council for ratification.

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Collective Bargaining Agreement with Teamsters Local Union No. 117
-

STRATEGIC PLAN PRIORITY: Foster a healthy city organization.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GIG HARBOR

and

TEAMSTERS LOCAL UNION NO.117

**Representing the General
Non-Supervisory Unit**

January 1, 2024 – December 31, 2024

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 – RIGHTS OF THE PARTIES.....	1
SECTION A – RECOGNITION	1
SECTION B – MEMBERSHIP	1
SECTION C – DEFINITIONS.....	2
SECTION D – NON-DISCRIMINATION.....	3
SECTION E – HOURS OF WORK & OVERTIME.....	4
SECTION F – REST AND MEAL PERIODS	6
ARTICLE 2 – WAGE RATES & ECONOMICS	7
SECTION A – WAGES	7
SECTION B – MILEAGE	7
SECTION C – EDUCATION REIMBURSEMENT	7
SECTION D – MEAL PAY	8
SECTION E – LAYOFF PROCEDURE.....	8
ARTICLE 3 – VACATIONS.....	9
ARTICLE 4 – HOLIDAYS	10
ARTICLE 5 – MEDICAL BENEFITS.....	10
ARTICLE 6 – LEAVES	12
SECTION A – SICK LEAVE	12
SECTION B – RETURN TO WORK.....	12
SECTION C – SICK LEAVE CASH OUT	12
SECTION D – USE OF SICK LEAVE	12
SECTION E – CDL MEDICAL EXEMPTION.....	13
SECTION F – BEREAVEMENT LEAVE	14
SECTION G – MILITARY LEAVE	14
SECTION H – JURY DUTY	14
SECTION I – EMERGENCY CALL-OUTS.....	14
SECTION J - PAID FAMILY MEDICAL LEAVE	15
ARTICLE 7 – BENEFIT PLAN.....	15
SECTION A – STATEWIDE PENSION PLAN	15
SECTION B – SUBSTITUTE SOCIAL SECURITY PLAN	15
SECTION C – WORKERS COMPENSATION	15
SECTION D – POST SEPARATION HRA-VEBA.....	15
SECTION E – DEFERRED COMPENSATION	16
ARTICLE 8 – STANDBY PAY	16
ARTICLE 9 – OUT OF CLASS PAY.....	16
ARTICLE 10 – RIGHT OF ACCESS-UNION REPRESENTATION	17
SECTION A – UNION REPRESENTATION	17
SECTION B – UNION BUSINESS.....	17
SECTION C – UNION BULLETIN BOARD	17
ARTICLE 11 – RULES AND REGULATIONS.....	17

SECTION A – EMPLOYER'S RULES AND REGULATIONS	17
SECTION B – MAINTENANCE OF EMPLOYER SERVICES	18
SECTION C – FAILURE TO COMPLY WITH SECTION C	18
ARTICLE 12 – GRIEVANCE PROCEDURES	18
ARTICLE 13 – DISCIPLINE.....	19
SECTION A – INVESTIGATIONS	20
SECTION B – NOTICE & OPPORTUNITY TO RESPOND.....	20
SECTION C – UNION REPRESENTATION	21
SECTION D – EMPLOYER'S DECISION	21
ARTICLE 14 – PERSONNEL REGULATIONS & POLICIES	21
SECTION A – SAVINGS CLAUSE	21
SECTION B – JOB RECLASSIFICATION REQUEST	21
SECTION C – PROMOTION, RECLASSIFICATION, & DEMOTION	21
SECTION D – RETURN	21
SECTION E – RECRUITMENT	22
SECTION F – PROBATION	22
ARTICLE 15 – PERSONNEL RECORDS.....	22
ARTICLE 16 – UNIFORMS AND EQUIPMENT.....	23
ARTICLE 18 – LEAVE SHARING	25
ARTICLE 19 – MANAGEMENT RIGHTS	26
ARTICLE 20 – SAVING CLAUSE	26
ARTICLE 21 – COMPLETE AGREEMENT	27
ARTICLE 22 – TERM OF AGREEMENT	27

AGREEMENT

By and Between

CITY OF GIG HARBOR

And

TEAMSTERS LOCAL UNION NO. 117

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and Teamsters Local Union No. 117, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1 herein.

The parties recognize that Gig Harbor Municipal Court employees are subject to the authority of the Gig Harbor Municipal Court pursuant to Washington State Court Rules under General Rule 29. This Agreement is intended to apply to Municipal Court employees unless expressly stated otherwise herein.

ARTICLE 1 – RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Public Employment Relations Commission in Decision 13158 (PECB, 2020), Case No. 132221-E-19, issued February 6, 2020. The bargaining unit covered by this Agreement shall include all full-time and regular part-time non-uniformed employees of the Employer; excluding supervisors, confidential employees and all other employees of the Employer.

SECTION B – MEMBERSHIP

1. All employees working in the bargaining unit shall have the right to become a member of the Union. Members' rights within their Union are governed by the Teamsters Local Union No. 117 Constitution and Bylaws.
2. The Employer agrees to deduct initiation fees, assessments, and monthly dues from employees who voluntarily execute a wage assignment authorization form according to the terms of the signed wage assignment authorization form. The Employer shall transmit such deduction to the Union by check payable to its order. Upon issuance and transmission of such deduction the Employer's

responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

An employee may cancel payroll deduction for Union fees and/or dues by written notice to the Union in accordance with terms of the employee's signed wage assignment authorization form. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will be effective no later than the second payroll after the Employer's receipt of the notice from the Union. An employee leaving paid status in the bargaining unit should notify the Union and receive a withdrawal card for the duration of the absence from paid status.

3. The Employer shall notify the Union electronically within seven (7) business days of the hiring of a new employee. The notification shall provide the Union with the hiring date, name, home address, home phone number, starting pay step, and classification of the new employee. A Union representative will be allowed up to thirty (30) minutes during the first month of employment to speak with a new employee on matters concerning the rights of employees, responsibilities of the Union, and services available to Union members, without loss of pay.
4. DRIVE. The Employer agrees to deduct from the wages of any employee who is a member of the Union a DRIVE deduction as provided for in an authorization signed by the employee. Such authorization may be revoked by the employee at any time by giving written notice to the Employer and the Union. The beginning and termination of DRIVE deductions will coincide with the payroll cycle. The Employer agrees to remit DRIVE deductions to the Union with a report showing the employee name and amount deducted.

SECTION C – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1. Employee:
 - a. Full-Time Employee: A regular employee who is hired to work a predetermined schedule of at least forty (40) hours per week in a budgeted position, collects benefits and is covered by this collective bargaining agreement.
 - b. Part-Time Employee: A regular employee who is hired to work a predetermined schedule of at least twenty (20) hours per week in a

budgeted position, collects benefits and is covered by this collective bargaining agreement. Exceptions to the twenty (20) hour threshold will be allowed by mutual agreement between the parties.

- c. Temporary Employee: A non-regular employee who is hired at-will for the entire period of employment not to exceed twelve (12) months duration for each position and may be terminated at any time by the Employer. The Employer may use temporary employees to backfill positions if a full-time or part-time employee is on a leave of absence for personal or health related issues, a state of emergency exists or to temporarily fill a vacancy during the hiring process. Temporary employees only receive benefits required by federal or state laws and are not represented by the Union nor covered by this collective bargaining agreement. No temporary appointment shall be made while any regular, eligible, qualified employee covered by this collective bargaining agreement is laid-off.

2. Seasonal Employee:

In its prerogative, the Employer may hire non-Union, full-time temporary employees to assist with seasonal bargaining unit workload demands subject to the following restrictions:

- a. The temporary employees will receive no Employer paid benefits other than those required to be paid by the Employer under state and federal law.
- b. The work generally performed will be “unskilled” manual labor work, landscaping, and janitorial services, and will generally be performed during the months of May through October of each year.
- c. The seasonal employees will supplement and not displace any bargaining unit employees. The Employer will terminate temporary employees before layoffs of Union positions in Public Works Operations occur. Temporary employees shall not be included in the bargaining unit.

SECTION D – NON-DISCRIMINATION

1. The Employer and the Union agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.
2. No employee covered by this Agreement shall be discriminated against because of their membership or non-membership in the Union, or lawful activities on behalf of the Union; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

3. If an employee pursues a complaint of unlawful discrimination to a federal or state government agency, the complaint shall not also be processed as a grievance under this Agreement.

SECTION E – HOURS OF WORK & OVERTIME

1. Workweek and Work Schedule:

The normal full-time work week, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. Non-office and non-clerical Public Works and Wastewater Treatment Plant employees' FLSA workweek begins on Saturday at 12:00 a.m. and ends on Friday at 11:59 pm. For all other bargaining unit employees, the FLSA workweek begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m. Effective at a date to be identified by the City after ratification of this Agreement, the FLSA workweek shall begin at 12 am on Sunday and end on Saturday at 11:59 pm. The FLSA work week for a 9-80 schedule begins at the midpoint of the 8-hour day, which day shall be adjacent to a nine (9) hour day.

The normal full-time work schedule shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days.

The normal work schedule may be adjusted by the City Administrator or designee in order to allow flexible work schedules (e.g., 9-80) or to require additional hours of work. The normal work week and workday schedules shall be defined by the City Administrator or designee.

The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

2. Overtime for Nonexempt Employees:

Overtime for nonexempt employees (as defined in Article 1 Section E(3)) shall mean hours worked in excess of forty (40) hours in an established consecutive 7-day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating overtime. Effective the first day of the first full pay period after ratification of this Agreement by both parties, compensatory time shall count toward hours worked for the purpose of calculating overtime. Compensation for overtime shall be as set forth in subsections (a) through (h) of this section.

- a. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- b. Overtime shall be compensated at the rate of one-and-one half (1-1/2)

times the regular rate of pay (monthly salary x 12 /2080). Employees shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a work week (Sunday for employees working a normal Monday through Friday work week).

- c. Employees will receive a minimum of three (3) hours of pay at the overtime rate for work requiring a return to work from home, or other non-work location during the employee's regularly scheduled time off or while on call, such as for emergencies or meetings called by the Employer. Once so reported, the employee shall perform all assigned duties during the three (3) hour period. Remote work that does not require reporting in person will be paid as one (1) hour call out or the actual time spent, whichever is greater.
- d. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at the overtime rate with a minimum of two (2) hours overtime compensation.
- e. The option to accrue compensatory time in lieu of overtime pay shall be arranged by mutual agreement between the Employer (City Administrator or department head) and the employee. Compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the Employer's operation. Accrued compensatory time shall be used at a time mutually agreeable to Employer and the employee. Employees may accrue a maximum of eighty (80) hours of compensatory time. If an employee works overtime and has reached their maximum compensatory time accrual, they shall be paid at the overtime rate. Compensatory time is cashed out by the Employer in the final pay period of each calendar year. An employee who promotes out of the bargaining unit into an exempt position shall be cashed out for all accrued and unused compensatory time prior to promotion.
- f. Any employee required to report to work in person while on vacation shall earn pay at the employee's overtime rate for their scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- g. When an employee completes an unscheduled shift in which four (4) or more hours fall between the hours of 6:00 P.M. and 6:00 A.M., the provisions of Article 1 , Section E(2)(c) shall apply for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours' notice must be given to the employee prior to the start of

the shift for emergencies. At least 72 hours' notice must be given to the employee prior to the start of the shift for non-emergencies. Emergencies include natural or weather-related events.

- h. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

3. FLSA Exempt Status:

Employees hired into a bargaining unit position after the effective date of this 2020 Agreement into positions determined by the Employer to be FLSA exempt positions ("exempt employees") are not eligible for overtime compensation. New positions added to the bargaining unit will be evaluated to determine FLSA status. Exempt employees may be allowed to flex their schedule to accommodate a requirement to attend meetings outside of their regular work hours, special projects and emergency situations, with the approval of the employee's supervisor.

SECTION F – REST AND MEAL PERIODS

The parties agree on the following rest and meal period rules, which supersede WAC 296-126-092.

1. General Rules:

Employees may take one paid fifteen-minute rest period for each four (4) hours worked. Rest periods will be taken when operationally feasible and may be taken intermittently (e.g., not in a block of time). Rest periods do not accrue from one day to the next and cannot be cashed out. During an overtime period beyond the normal workday, no employee shall be required to work more than three (3) hours without a rest period.

Employees will receive one (1) thirty-minute or one (1) sixty-minute unpaid meal period for each workday that is at least five hours in duration. In addition, employees working three (3) or more hours longer than a normal workday may choose to take one (1) thirty-minute unpaid meal period prior to or during the overtime period. Meal periods will be taken at a time directed by the employee's supervisor.

Rest and meal periods may not be taken to arrive late or leave early without a supervisor's approval. If an employee is required to work through a meal period, the meal period shall be paid. Employees may waive their meal period in writing, with approval of the supervisor.

2. Public Works Operations and Wastewater Treatment:

Public Works Operations and Wastewater Treatment staff employees shall combine their two (2) fifteen-minute paid rest periods and one (1) thirty-minute unpaid meal period to take a one (1) hour break each workday. The first thirty (30) minutes of the break is paid and the second thirty (30) minutes is unpaid.

ARTICLE 2 – WAGE RATES & ECONOMICS

SECTION A – WAGES

Movement from one step to the next shall occur on an employee's anniversary date, provided the employee receives a satisfactory performance evaluation and has not been disciplined during the rating period. An employee's anniversary date will reset upon promotion, demotion, or transfer into a new position.

Effective January 1, 2024, employees shall receive a cost-of-living increase of four and one-half percent (4.5%).

The Employer reserves the right to reopen the wage rate and exempt status of job classifications in the event of a vacancy.

1. Night Shift Differential:

When an employee works a shift 75% or more of which falls between the hours of 5:00 p.m. to 8:00 a.m., the employee's compensation for the entire shift shall be increased by five percent 5% over the employee's base hourly rate of regular pay.

SECTION B – MILEAGE

Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

SECTION C – EDUCATION REIMBURSEMENT

Upon satisfactory completion of a job-related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the City shall reimburse the employee for the educational course up to a maximum rate of two hundred dollars (\$200.00) per credit hour for undergraduate courses and four hundred dollars (\$400.00) per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in

a program leading to a two or four-year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

SECTION D – MEAL PAY

If an employee is required to work through any meal period due to an emergency event, the City shall either provide a meal or reimburse up to fifteen dollars (\$15.00) for a meal purchased while on duty.

SECTION E – LAYOFF PROCEDURE

The Employer may determine to lay off employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the Employer will notify the Union, in writing, to permit the Union to consult with the Employer regarding the necessity to lay off employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service within a classification with consideration of knowledge and skill level when length of service is equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary or temporary basis. Under no circumstances shall part-time positions be used to fill full-time positions in order to avoid the payment of benefits. It is the intent of the Employer not to create part-time jobs for the purpose of avoiding the payment of benefits.

The Employer shall provide at least four (4) weeks' notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the four (4) week notification period, for career counseling and retraining. Approved and designated funds shall be available and may be expended solely within twelve (12) months of the notice of termination.

1. Bumping Rights:

A bargaining unit employee scheduled for layoff may exercise bumping rights to a position in the bargaining unit previously held by the employee as long as the employee who is exercising bumping rights pursuant to this provision has seniority and as long as the previously held position would not constitute a promotion. For purposes of this section, seniority is measured by cumulative length of service with the Employer, over the person to be bumped. Seniority shall be broken and service credits will not accumulate after an involuntary termination of employment, voluntary quit, a layoff of more than twenty-four months or an absence of more than twelve months as a result of an occupational injury, disability or illness. However, a leave of absence, approved by the Employer in

writing, or mandatory furlough shall not interrupt seniority, but service credits shall not be accrued during such leave of absence or furlough. Bumping to a position with the municipal court requires the approval of the Judge. See General Rule 29(f)(5)), Washington Court Rules.

2. Timing:

Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.

3. Transfer in Lieu of Layoff:

An employee scheduled for layoff may request, and the Employer will consider a transfer to a vacant position for which that employee is then currently qualified.

4. Recall Rights:

An employee who has been laid off will be placed on a recall list for a period of two (2) years. If the Employer determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. Recall notices will be sent by certified mail to the employee's last known address. An employee who does not respond to a recall within ten (10) calendar days will be deemed to have waived their right to recall. The employee on a recall list has the duty to maintain their current address with the Employer.

ARTICLE 3 – VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days Per Year Max
0 – 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (eight (8) additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of one hundred and twenty (120) hours of vacation to the Employer at year-end. All

other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

New employees may not use accrued vacation until successful completion of their probationary period.

All unused vacation will be cashed out upon separation of employment, subject to any applicable VEBA provision in Article 7(D), and provided the employee has successfully completed probation.

ARTICLE 4 – HOLIDAYS

The following holidays shall be recognized by the Employer:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Eve (last 4 hours of shift)	December 24
Christmas Day	December 25
*2 Floating Holidays (taken at employee's discretion)	
2 Unpaid Holidays for Reasons of (taken at employee's discretion)	
Faith or Conscience	

*An employee must be on the payroll a minimum of 90 days to receive a floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times their regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE 5 – MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for coverage of Union employees for the benefit plans identified below. Employees shall pay 5% percentage of the monthly premium for coverage of all dependents for the Regence HealthFirst \$250 and Kaiser Permanente \$200

medical plans identified below. The employee's contribution to dependent medical premiums shall increase (over the current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%. (For example, if the dependent medical premiums increased by 13% from one year to the next, the Employer would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) If the Employer loses the WellCity designation and 2% premium savings due to lack of participation by Union employees, the range for employees' contribution to dependent monthly premiums will increase to 7-12%, in increments as described above. An employee's spouse shall be considered a dependent for purposes of this section.

Medical: Association of Washington Cities
Regence HealthFirst \$250 Deductible Plan
Regence High Deductible Health Plan
Kaiser Permanente \$200 Deductible Health Plan

Dental: AWC Trust (Plan F- Washington Dental Service) with Orthodontia Option III

Vision: AWC Trust (Western Vision Service Plan)

For employees who enroll in the Regence High Deductible Health Plan (HDHP), the Employer will pay 100% of the monthly premium for Union employees and their enrolled dependents. In addition, the Employer will contribute the following amounts per plan year into the employee's Health Savings Account (HSA):

Employee Only	\$3,450
Employee + 1 dependent	\$3,900
Employee + 2 dependents	\$3,900
Employee + 3 or more dependents	\$3,900

HSA contributions will be paid on a monthly basis.

Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax.

A City employee cannot enroll themselves as a dependent on another City employee's medical plan.

The City will pay employees with dependents who choose to have no dependents covered on a City-sponsored medical plan \$250 per month, provided proof of alternative insurance coverage is provided to the City for non-enrolled dependents. The City will pay a full-time employee who chooses not to be covered by a City-sponsored medical plan \$250 per month, provided proof of alternate insurance coverage is provided. The City will pay all associated

administrative and monthly fees.

The Employer reserves the right to reopen Article 5 if a health insurance plan identified above is eliminated or if the Employer's contribution to the HDHP (including HSA) is greater than the Employer's contribution to the Regence HealthFirst \$250 Deductible Plan.

ARTICLE 6 – LEAVES

SECTION A – SICK LEAVE

Full-time employees shall accrue sick leave at the rate of eight (8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum carryover from one calendar year to the next of one thousand four hundred and forty (1,440) hours.

SECTION B – RETURN TO WORK

A medical certificate may be required when permitted under WAC 296-128-660; to assist the Employer in protecting employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness.

SECTION C – SICK LEAVE CASH OUT

Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave up to the first five hundred (500) hours and thirty-five percent (35%) of unused sick leave in excess of five hundred (500) accrued hours shall be paid to an employee with five years or more of continuous city employment, subject to the VEBA provision in Article 7(D). For example, an employee with 800 hours of sick leave would be paid for 230 hours of sick leave. Upon involuntary termination, where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

SECTION D – USE OF SICK LEAVE

Sick leave may be used for the following:

- An absence resulting from an employee's personal mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or an employee's need for preventative medical care;
- An absence to allow an employee time to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

- When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- Absences covered by the Domestic Violence/Sexual Assault/Stalking Washington State law.
- Family Medical Leave Act ("FMLA") leave.
- Washington Family Care Act ("WFCA") leave.

For purposes of sick leave, a "family member" is defined as follows:

- "Child" means biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;
- "Parent" means biological, adoptive, foster, step, de facto, or legal guardian of an employee or the employee's spouse or registered domestic partner (parent-in-law), or a person who stood in loco parentis when the employee was a minor child;
- "Spouse or Registered Domestic Partner" means legal husband, wife, or person registered in Washington State as a domestic partner;
- "Grandparent" means parent of a parent of an employee;
- "Grandchild" means child of a child of the employee; or
- "Sibling" means biological, step or adopted brother or sister.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Employees using sick leave for a foreseeable purpose must provide notice at least ten (10) days in advance or as early as practicable. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

SECTION E – CDL MEDICAL EXEMPTION

If an employee's commercial driver license (CDL) is suspended or revoked due to medical reasons, and the Employer has been notified as soon as possible, the Employer will make a good faith effort to reasonably accommodate the employee (i.e., assign the employee to assignments not requiring a CDL). The employee will then be given eighteen (18) months to re-obtain their CDL. If the employee is unable to obtain the CDL, the Employer, if desired, may have a physician of their choice (at the Employer's expense) evaluate the employee's medical

records to verify the validity of the loss of CDL driving privileges.

If the employee is unable to reobtain the CDL, following the eighteen (18) month period, their pay shall be reduced by two (2) percent. If the employee subsequently is able to reobtain their CDL, they will be placed in the same salary range the employee had at the time of revocation of the license.

In the event that losing the CDL creates a hardship for the Employer, due to a lack of personnel to carry out commercial vehicle driving needs, and there is not enough regularly performed work for this employee, then termination may be an option for the city.

SECTION F – BEREAVEMENT LEAVE

A regular full-time employee shall be granted up to five (5) days of leave without loss of pay because of death of an immediate family member within sixty (60) calendar days of the loss. Leave over five days per death may be charged to sick leave at the employee's option. For purposes of this section, immediate family member includes the employee's parents, spouse, registered domestic partner, child, step-child, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparents-in-law, step-grandparents, step-grandchild, or other relative who lives in the employee's home.

An employee may be granted up to three (3) hours of time off without loss of pay to participate in a funeral ceremony when first approved by the respective department head.

SECTION G – MILITARY LEAVE

In accordance with RCW 38.40.060, eligible employees may take up to twenty-one (21) days of paid military leave during each year beginning October 1 and ending September 30.

SECTION H – JURY DUTY

Employees will be released from duty with pay while on jury duty or while appearing as a legally required witness on behalf of the Employer. Any jury duty or witness pay received by the employee from the court during such leave shall be deducted from the employee's base pay. Any court-provided mileage reimbursement will not be deducted from the employee's base pay. Employees excused by the court before the end of their regular work day are expected to report for work, unless released by a supervisor.

SECTION I – EMERGENCY CALL-OUTS

Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six (6) hours of paid leave for rest after being called out for emergency work, and additional time as approved by the Employer. Employees may elect to use vacation, sick leave, or compensatory time.

SECTION J - PAID FAMILY MEDICAL LEAVE

The Employer will pay the Employer's share of the Washington State Paid Family Medical Leave premiums and employees will pay the employee's share via payroll deduction.

SECTION K – LONG-TERM CARE TRUST ACT

The Employer will comply with the Washington State Long-Term Care Trust Act. Premiums are established by the State of Washington. Employees without an exemption pay the designated premium via payroll deduction.

ARTICLE 7 – BENEFIT PLAN

SECTION A – STATEWIDE PENSION PLAN

The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.40.

SECTION B – SUBSTITUTE SOCIAL SECURITY PLAN

The Employer shall continue to provide and maintain a benefit plan as a substitute for Social Security benefits. The plan shall consist of three benefits:

1. Long-term disability;
2. Life insurance; and
3. A 401(a) plan for retirement income.

SECTION C – WORKERS COMPENSATION

The Employer shall insure employees with the State of Washington Worker's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the worker's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal their regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments they shall be permitted to use sick leave during the lag time, provided they promptly endorse time-loss payments to the Employer for the period of lag time. Upon receipt of the time-loss payment, the Employer shall reimburse 100% of the sick leave used to the employee's sick leave bank up to the dollar value of the time-loss payment.

SECTION D – POST SEPARATION HRA-VEBA

The Union has adopted the HRA-VEBA plan ("Plan") by majority vote. The Employer shall contribute to the Plan on behalf of all eligible employees. An eligible employee is limited to employees who retire from service with leave cash-out rights and who submit and complete a signed HRA-VEBA enrollment form. The Employer's contributions to fund each retiree's HRA-VEBA account shall include the entire cash-out value of all unused leave days (sick, vacation)

accrued and available for cash-out upon retirement from service per negotiated agreement or City policy. The bargaining unit may vote on the terms of this agreement annually and/or if an eligible employee will retire in the calendar year the vote is taken. Contributions to the HRA-VEBA will not exceed the Affordable Care Act excise tax threshold.

SECTION E – DEFERRED COMPENSATION

Regular employees with at least ten (10) years of continuous service to the Employer are eligible to receive contributions from the Employer into a deferred compensation (457) plan as follows: employees with at least ten (10) years of service but less than twenty (20) years of service are eligible to receive an Employer match of up to seventy-five dollars (\$75.00) per month; employees with at least twenty (20) years of service are eligible to receive an Employer match of up to one hundred dollars (\$100.00) per month. Employees are responsible for following the plan's procedural requirements and IRS contribution limits.

ARTICLE 8 – STANDBY PAY

An employee on standby shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay or compensatory time at their overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensatory time at their overtime rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on standby, compensation shall be computed according to Article 1(E)(2) (Overtime) of this Agreement.

Standby is defined as: The employee being available to respond to any call for Employer service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or their designee.

ARTICLE 9 – OUT OF CLASS PAY

Any employee who is required by their department head or the City Administrator to assume the duties and responsibilities of a position or rank above that which the employee normally holds (working out of class) for a period of at least three (3) continuous working days shall receive out of class pay, for all hours working out of class and standby in the out of class position. Such assignments shall be in writing prior to the assignment. The assigned employee shall receive a five (5) percent pay increase, or be placed at the beginning of the higher pay range, whichever is greater, unless the employee is placed in a supervisory position in which

case the employee shall receive a fifteen (15) percent pay increase (not to exceed the supervisor's actual pay.) When the absent employee returns, the person working out of class will return to their previous position at their previous rate of pay.

ARTICLE 10 – RIGHT OF ACCESS-UNION REPRESENTATION

SECTION A – UNION REPRESENTATION

Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

SECTION B – UNION BUSINESS

The Union agrees that Union business conducted by Union members, including the investigation of grievances, shall occur during nonworking hours (e.g., rest breaks, meal periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Union meetings during the half hour of 7:30 a.m. to 8:00 a.m., which shall be indicated on employees' time sheets. Up to three (3) designated Union representatives will be allowed to attend labor management and contract negotiation meetings with the Employer during work hours without loss of pay, subject to the emergent needs of their department. A designated Union representative will be allowed to attend other meetings with the Employer, such as disciplinary interviews and grievance meetings, during work hours without loss of pay, subject to the emergent needs of their department. All Union business outside work hours is unpaid.

SECTION C – UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board in Public Works, Wastewater and City Hall to be maintained and used by the Union, provided that no material shall be posted that is obscene, defamatory, or that would impair Employer operations.

ARTICLE 11 – RULES AND REGULATIONS

SECTION A – EMPLOYER'S RULES AND REGULATIONS

It is mutually agreed that the Employer has full responsibility and authority to adopt reasonable rules and regulations for the operation of the Employer's departments and conduct of its employees. The Union agrees that its members shall comply in full with such rules and regulations.

Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with

the "emergency" nature of operating each department. "Emergency" shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

SECTION B – MAINTENANCE OF EMPLOYER SERVICES

In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of Union members in order to insure, in the Employer's immediate discretion, the safe maintenance of Employer services.

SECTION C – FAILURE TO COMPLY WITH SECTION B

Any employee refusing to comply with the conditions of Section B above will be subject to immediate dismissal.

ARTICLE 12 – GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One – The Respective Department Head

The grievance in the first instance will be presented to the respective department head in writing within fourteen (14) calendar days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One, with the assistance of Human Resources. The department head will respond to the Step One grievance within fourteen (14) calendar days.

Step Two – City Administrator

If the respective department head does not adjust the grievance to the complainant's satisfaction, then the grievance may be presented by the Union to the City Administrator at Step Two within fourteen (14) calendar days of the Step One response. The Step Two grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the Step Two grievance, the City Administrator shall, within fourteen (14) calendar days, meet with the grievant and/or the representative of the Union in an attempt to resolve the grievance. Within fourteen calendar (14) days after such meeting, the City Administrator shall send to the Union a written answer stating the Employer's decision concerning the grievance.

Step Three – Mediation

In the event the Union and Employer are not able to resolve the grievance at Step Two, the parties may request the assistance of the Public Employment Relations Commission mediation service.

Step Four – Arbitration

A grievance may be submitted to arbitration by a written demand for arbitration delivered by the Union to the Mayor or designee within thirty (30) calendar days following the decision rendered in Step Two. If the parties agree to utilize mediation at Step Three, the deadline for submitting a Step Four grievance shall be within thirty (30) calendar days following conclusion of the mediation process. Within thirty (30) calendar days after delivery of the demand for arbitration, the Employer and the Union shall attempt to agree on an arbitrator to hear the grievance. If the parties do not agree on an arbitrator within fourteen (14) calendar days, either party may request a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC). The order of striking from the list shall be determined by coin toss. The remaining arbitrator on the list shall hear the grievance, unless the parties agree otherwise. A decision of the arbitrator shall be made in writing within thirty (30) calendar days following the conclusion of the arbitration hearing, unless otherwise agreed upon. Such decision shall be final and binding on both the Union and the Employer. The authority of the arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs, including attorney's fees. The fees and costs of the arbitrator shall be borne equally between the Union and the Employer.

Election of Remedies

Employees covered by Civil Service Rules may choose to appeal a matter either to the Civil Service Commission or through the grievance process of this Agreement, but not both. Civil Service coverage is determined by RCW 41.12.050.

ARTICLE 13 – DISCIPLINE

Disciplinary action will be supported by just cause and will normally be progressive in nature. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to employees serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that an employee serving a promotional probation has a right to return to his or her former position as provided in Article 14(D). The right of return may be terminated only for just cause, which is subject to the grievance process. Written reprimands will be removed from an employee's personnel file, upon request, two (2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years.

Any employee subject to discipline shall be entitled to Union representation at all meetings which the employee is required to attend where discipline is being considered for that employee. Records of the discipline may be retained in supervisory files to confirm the fact of

disciplinary action as a step in the process of that progressive discipline has been followed. Internal Investigation files will be retained in accordance with the Washington State Archivists retention schedule.

SECTION A – INVESTIGATIONS

Any employee, when being questioned by the Employer about matters that may result in discipline has the right to:

1. Receive the specific nature of the charge or allegation against them in writing.
2. Have present their choice of the Union representative (who must be reasonably available). The Union shall be solely responsible for representation expenses except as provided in Article 10(B). The Employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
3. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the employee.
4. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

SECTION B – NOTICE & OPPORTUNITY TO RESPOND

Prior to issuing a written reprimand, suspension without pay, demotion or discharge, the Employer shall provide the employee and the Union with the following:

1. An opportunity to view and/or be provided a copy of all materials which are a part of or related to the investigation upon which the allegation(s) are based;
2. The directives, policies, procedures, work rules, regulations or other order of the Employer that allegedly was violated and how these were violated;
3. What disciplinary action is being considered;
4. An opportunity to respond to the allegation(s) verbally or in writing.

An opportunity to respond to the allegation(s) shall occur at a Pre-Disciplinary Meeting conducted by the department head and/or supervisor, who shall have the authority to impose or to recommend the proposed disciplinary action. The Pre-Disciplinary Meeting shall be held no later than thirty (30) days after completion of the investigation, absent extenuating circumstances. Reasonable advance notice of this meeting, including its time and place, shall be given to the employee and the Union. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s), and to have the responses considered prior to the imposition of discipline.

SECTION C – UNION REPRESENTATION

The employee may elect to have a Union representative, including Union legal counsel present at the initial or other interviews or at the Pre-Disciplinary Meeting, provided that the participation of a Union representative does not unreasonably delay the process. An “unreasonable delay” means any delay in excess of ten (10) business days.

SECTION D – EMPLOYER’S DECISION

Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary Meeting, the Employer shall render a disciplinary decision.

ARTICLE 14 – PERSONNEL REGULATIONS & POLICIES

SECTION A – SAVINGS CLAUSE

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Regulations & Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Union input.

SECTION B – JOB RECLASSIFICATION REQUEST

During the term of this Agreement, employees may submit a written request that their department head review that employee's job classification. The department head will submit the request to Human Resources.

SECTION C – PROMOTION, RECLASSIFICATION, & DEMOTION

An employee who is promoted or reclassified to a higher salary range (not transferred) shall be paid at the step in the new range that represents an increase in salary of not less than 5%, provided such increase does not exceed the maximum step of the new range. An employee who is transferred from one position to another within the same salary range shall remain at the same step. An employee who is demoted to a lower salary range shall be paid at the step in the lower range that most closely matches the employee’s current salary.

SECTION D – RETURN

Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The Employer will not be required to create a new position for the employee to return to, nor will it be required to “bump” another employee, regardless of status, out of a position for the employee to return to.

If the Employer needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The Employer will notify the Union as to whether or not the position will be backfilled with temporary help during the 6-month probationary period.

SECTION E – RECRUITMENT

Any time a recruitment for an Employer position is posted externally, it shall be simultaneously posted internally as well. The Employer sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator's discretion, the Employer may internally post job announcements for at least one week before advertising the position externally.

SECTION F – PROBATION

1. *Duration.* The probationary period for a new employee, a newly promoted employee, an employee who voluntarily demotes, or a transferred employee is a period of six (6) months. The probationary period may be extended by the City Administrator for up to an additional three (3) months with notice as provided in section 2 below.
2. *Notification.* Notification in writing, which states the reason for the extension, shall be provided to the probationer, with a copy provided to Human Resources.
3. *Conditions of Probation.* During the probationary period an evaluation shall be provided to the employee approximately two weeks prior to the end of the six (6) month probationary period. During the probationary period, the Department Director may, with or without cause, get authorization from the City Administrator to dismiss an employee. The probationary employee is at-will and may be discharged or disciplined without cause or advanced notice. In such cases, the employee will have no right to grieve the discipline or discharge under this Agreement.

ARTICLE 15 – PERSONNEL RECORDS

The Employer and Union recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. The parties agree that the following procedure will be adhered to:

1. Whenever any document is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any document which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the document, in writing, and the employee response shall be included in the

personnel file.

3. Each employee shall be allowed access to their personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer shall take measures to assure that access to the employee's personnel file is restricted in compliance with the law.
5. Upon receipt of any court order, subpoena or public records request seeking documents from an employee's personnel file, supervisory file or training file, the Employer will provide the employee and the Union with a copy of the request within forty-eight (48) hours of the date of the request or five (5) calendar days prior to the scheduled date of release, whichever occurs first.

ARTICLE 16 – UNIFORMS AND EQUIPMENT

At the time of employment and as needed thereafter as determined by the department head, full-time Police Services Specialists, Property and Evidence Technician, and Community Service Officer will be assigned the following uniform items:

1. 1 jacket (court security)
2. 2 long-sleeved or short-sleeved uniform shirts
3. 1 vest or sweater
4. 1 pair of slacks/skirts (or 3 pairs of slacks/skirts if no jacket)
5. 1 pair of shoes

At the time of employment, and as needed thereafter as determined by the department head, full-time employees except clerical employees and sewer treatment plant operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$300 per year)
5. 3 jackets
6. 3 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

At the time of employment, and as needed thereafter as determined by the department head, full-time Wastewater Treatment Plant Operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$300 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter, to be determined by the department head, full-time and regular part-time employees, employees from the Planning, Building and Public Works Departments (to include Community Service Officer) who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. Safety shoes or boots (Not to exceed \$300 per year)
3. 1 winter jacket
4. 2 coveralls
5. 4 Logo shirts

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the respective department head and all purchases shall be through their office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice their complete uniform. Each employee eligible for safety shoe and boot allowance must obtain permission from their supervisor prior to the purchase of new safety shoes or boots. Uniform items are the property of the Employer and will be returned upon an employee's separation from employment.

The Employer shall be responsible for laundering uniforms for non-office and non-clerical Wastewater Treatment Plant employees. Frequency of laundering uniforms shall be established by employer management policy. Laundry equipment is available for Public Works Operations and Wastewater Treatment Plant employees.

For non-office and non-clerical Public Works Operations employees, in lieu of City provided uniforms, the employee may elect to receive sixteen (16) cents per hour in clothing allowance added to their pay. An employee selecting this option will not have access to City provided uniform laundering. The employee selecting the hourly clothing allowance will still be provided all safety equipment as described in the appropriate section above, as well as the pair of safety shoes/boots.

If this option is selected the employee will not have access to the employer provided uniforms and laundry service for a period of one year from selecting the hourly clothing allowance.

This payment will be treated as ordinary income and taxed accordingly.

ARTICLE 17 – VACCINATIONS

The Employer shall provide those employees with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department. Employees may elect to decline the Hepatitis B vaccine by signing the Hepatitis B Declination Form and submitting it to Human Resources.

ARTICLE 18 – LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to

a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE 19 – MANAGEMENT RIGHTS

The Union recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the Employer, provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this Agreement. Such rights include, but are not limited to the following:

1. To establish the qualification for employment and to employ employees;
2. To establish the makeup of the Employer's workforce and make changes from time to time, including the number and kinds of classifications, and direct the workforce toward the organizational goals established by the Employer;
3. The right to determine the Employer's mission, policies, and all standards of services offered to the public;
4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the Employer;
5. To determine the means, methods, and number of personnel needed to carry out Employer operations and services;
6. To hire and assign or transfer employees;
7. To introduce and use new or improved methods, equipment or facilities;
8. To assign work to, and schedule employees;
9. To take whatever action necessary to carry out the mission of the Employer in an emergency;
10. To determine the Employer budget.

ARTICLE 20 – SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE 21 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

ARTICLE 22 – TERM OF AGREEMENT

This Agreement is effective January 1, 2024, and shall continue in full force and effect to and including December 31, 2024.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this ____ day of _____.

CITY OF GIG HARBOR

TEAMSTERS UNION LOCAL NO. 117

Tracie Markley, Mayor

Paul Dascher, Secretary-Treasurer

Katrina Knutson, City Administrator

ATTEST:

Joshua Stecker, City Clerk

ATTACHMENT A
2024 Salary Schedule

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Wastewater Lead Operator	\$102,761	\$106,101	\$109,549	\$113,109	\$116,785	\$120,581	\$124,500	\$128,546
Senior Engineer	\$102,660	\$105,996	\$109,441	\$112,998	\$116,671	\$120,462	\$124,377	\$128,420
Associate Engineer	\$94,938	\$98,023	\$101,209	\$104,499	\$107,895	\$111,401	\$115,022	\$118,760
Project Engineer	\$94,938	\$98,023	\$101,209	\$104,499	\$107,895	\$111,401	\$115,022	\$118,760
Senior Accountant	\$94,696	\$97,774	\$100,951	\$104,232	\$107,620	\$111,117	\$114,729	\$118,457
Senior Planner	\$94,640	\$97,716	\$100,892	\$104,171	\$107,556	\$111,052	\$114,661	\$118,387
Wastewater Operator III	\$89,357	\$92,261	\$95,260	\$98,356	\$101,552	\$104,853	\$108,260	\$111,779
Water Operator III	\$89,357	\$92,261	\$95,260	\$98,356	\$101,552	\$104,853	\$108,260	\$111,779
Infrastructure Systems Engineer	\$85,408	\$88,184	\$91,050	\$94,009	\$97,064	\$100,219	\$103,476	\$106,839
NPDES Coordinator - Stormwater	\$84,130	\$86,864	\$89,687	\$92,602	\$95,612	\$98,719	\$101,927	\$105,240
Assistant Building Official / Fire Marshal	\$83,688	\$86,408	\$89,216	\$92,116	\$95,109	\$98,200	\$101,392	\$104,687
Field Supervisor	\$83,688	\$86,408	\$89,216	\$92,116	\$95,109	\$98,200	\$101,392	\$104,687
Construction Supervisor	\$83,688	\$86,408	\$89,216	\$92,116	\$95,109	\$98,200	\$101,392	\$104,687
Wastewater Operator II	\$81,234	\$83,874	\$86,600	\$89,415	\$92,320	\$95,321	\$98,419	\$101,617
Water Operator II	\$81,234	\$83,874	\$86,600	\$89,415	\$92,320	\$95,321	\$98,419	\$101,617
Engineering Project Manager	\$81,003	\$83,636	\$86,354	\$89,160	\$92,058	\$95,050	\$98,139	\$101,328
GIS Coordinator	\$77,092	\$79,597	\$82,184	\$84,855	\$87,613	\$90,461	\$93,401	\$96,436
Payroll / Benefits Administrator	\$76,883	\$79,382	\$81,962	\$84,625	\$87,376	\$90,215	\$93,147	\$96,175
Associate Planner	\$75,723	\$78,184	\$80,725	\$83,349	\$86,057	\$88,854	\$91,742	\$94,724
Construction Inspector	\$73,880	\$76,281	\$78,760	\$81,320	\$83,963	\$86,692	\$89,509	\$92,418
Building Inspector / Plans Reviewer	\$73,880	\$76,281	\$78,760	\$81,320	\$83,963	\$86,692	\$89,509	\$92,418
Wastewater Operator I	\$73,849	\$76,249	\$78,727	\$81,286	\$83,928	\$86,655	\$89,472	\$92,379
Water Operator I	\$73,849	\$76,249	\$78,727	\$81,286	\$83,928	\$86,655	\$89,472	\$92,379
Code Enforcement Officer	\$72,778	\$75,143	\$77,585	\$80,107	\$82,710	\$85,399	\$88,174	\$91,040
Executive Assistant	\$72,778	\$75,143	\$77,585	\$80,107	\$82,710	\$85,399	\$88,174	\$91,040
Mechanic	\$71,444	\$73,766	\$76,163	\$78,639	\$81,194	\$83,833	\$86,558	\$89,371
Engineering Technician	\$69,909	\$72,181	\$74,527	\$76,949	\$79,450	\$82,032	\$84,698	\$87,451
Building Maintenance Technician	\$69,348	\$71,602	\$73,929	\$76,332	\$78,812	\$81,374	\$84,018	\$86,749
ITS Support Technician	\$68,389	\$70,612	\$72,907	\$75,276	\$77,722	\$80,248	\$82,857	\$85,549
Wastewater Operator in Training (OIT)	\$68,266							
Water Operator in Training (OIT)	\$68,266							
Wastewater Collection Systems Tech II	\$65,927	\$68,070	\$70,282	\$72,566	\$74,924	\$77,359	\$79,874	\$82,470
Assistant Planner	\$65,719	\$67,855	\$70,060	\$72,337	\$74,688	\$77,115	\$79,622	\$82,209
Permit Coordinator	\$65,719	\$67,855	\$70,060	\$72,337	\$74,688	\$77,115	\$79,622	\$82,209

City of Gig Harbor - General
Non-Supervisory Unit

Finance Technician	\$64,076	\$66,158	\$68,309	\$70,529	\$72,821	\$75,188	\$77,631	\$80,154
Utility Billing Technician	\$64,076	\$66,158	\$68,309	\$70,529	\$72,821	\$75,188	\$77,631	\$80,154
Planning Technician	\$63,745	\$65,817	\$67,956	\$70,164	\$72,445	\$74,799	\$77,230	\$79,740
Community Development Assistant	\$62,309	\$64,334	\$66,425	\$68,584	\$70,813	\$73,114	\$75,490	\$77,944
Public Works Assistant	\$62,309	\$64,334	\$66,425	\$68,584	\$70,813	\$73,114	\$75,490	\$77,944
Judicial Specialist	\$59,002	\$60,920	\$62,899	\$64,944	\$67,054	\$69,234	\$71,484	\$73,807
Property & Evidence Technician	\$58,659	\$60,565	\$62,534	\$64,566	\$66,665	\$68,831	\$71,068	\$73,378
Police Services Specialist	\$53,884	\$55,635	\$57,443	\$59,310	\$61,238	\$63,228	\$65,283	\$67,405
Court Clerk	\$53,155	\$54,883	\$56,666	\$58,508	\$60,409	\$62,373	\$64,400	\$66,493
Custodian	\$52,968	\$54,689	\$56,467	\$58,302	\$60,197	\$62,153	\$64,173	\$66,259
Public Works Clerk	\$52,936	\$54,656	\$56,433	\$58,267	\$60,160	\$62,116	\$64,134	\$66,219
Community Development Clerk	\$52,936	\$54,656	\$56,433	\$58,267	\$60,160	\$62,116	\$64,134	\$66,219
Laborer	\$50,299	\$51,934	\$53,622	\$55,364	\$57,164	\$59,021	\$60,940	\$62,920

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Technician	\$61,842	\$63,852	\$65,927	\$68,070	\$70,282	\$72,566	\$74,925	\$77,360	\$79,874	\$82,470

The parties agree to continue the combination of Maintenance Technician I and II ranges. This classification requires a CDL Class B license with a Tanker Endorsement. Employees who do not have this

required license must obtain it within 18 months.

**We agree to maintain the Letter of Agreement regarding Wastewater and Water positions.*



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: March 11, 2024

SUBJECT: Approval of Collective Bargaining Agreement with Teamsters Local Union No. 313 Representing Supervisory Employees

SUBMITTED BY: Human Resource Director Shannon Costanti

DEPARTMENT: Human Resources

PHONE: (253) 851-5039

SUGGESTED MOTION: Move to authorize the mayor to sign the Collective Bargaining Agreement with Teamsters Local Union No. 313 representing supervisory employees.

BACKGROUND INFORMATION: City administration and Teamsters Local Union No. 313 have reached accord on a Collective Bargaining Agreement for 2024. Please note, the wage adjustments represented in attachment A are included and pre-approved by council in the 2023 – 2024 budget. The agreement is before council for ratification.

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Collective Bargaining Agreement with Teamsters Local Union No. 313

STRATEGIC PLAN PRIORITY: Foster a healthy city organization.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GIG HARBOR

and

TEAMSTERS LOCAL UNION NO. 313
Representing the Supervisory Unit

January 1, 2024 – December 31, 2024

TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – MEMBERSHIP	3
ARTICLE 3 – NONDISCRIMINATION	4
ARTICLE 4 – HOURS OF WORK AND OVERTIME	4
ARTICLE 5 – WAGE RATES	6
ARTICLE 6 – VACATIONS.....	8
ARTICLE 7 – HOLIDAYS	8
ARTICLE 8 – MEDICAL BENEFITS.....	9
ARTICLE 9 – LEAVES	10
ARTICLE 10 – BENEFIT PLAN.....	13
ARTICLE 11 – STANDBY PAY	14
ARTICLE 12 – OUT OF CLASS PAY.....	14
ARTICLE 13 – RIGHT OF ACCESS-UNION REPRESENTATION	14
ARTICLE 14 – CITY RULES; MAINTENANCE OF CITY SERVICES.....	15
ARTICLE 15 – GRIEVANCE PROCEDURES	15
ARTICLE 16 – DISCIPLINE.....	17
ARTICLE 17 – PERSONNEL REGULATIONS AND POLICIES	18
ARTICLE 18 – PERSONNEL RECORDS.....	20
ARTICLE 19 – UNIFORMS AND EQUIPMENT.....	20
ARTICLE 20 – VACCINATIONS	22
ARTICLE 21 – LEAVE SHARING	22
ARTICLE 22 – MANAGEMENT RIGHTS	23
ARTICLE 23 – SAVING CLAUSE	23
ARTICLE 24 – COMPLETE AGREEMENT	24
ARTICLE 25 – TERM OF AGREEMENT	24
ATTACHMENT "A"	Error! Bookmark not defined.5

AGREEMENT

By and Between

CITY OF GIG HARBOR

and

**TEAMSTERS LOCAL UNION No. 313
Supervisory Bargaining Unit**

January 1, 2024 – December 31, 2024

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the “Employer,” and Teamsters Local Union No. 313, hereinafter referred to as the “Union.” The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1 herein.

ARTICLE 1 – RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Public Employees Relations Commission in Case No. 132193-E-19, issued April 14, 2020. The bargaining unit covered by this Agreement shall include the City Engineer, Information Systems Manager, Principal Planner, Building Official/Fire Marshal, Tourism and Communications Director, Court Administrator, Wastewater Treatment Plant Supervisor, Parks Manager and Public Works Superintendent.

The parties recognize that Gig Harbor Municipal Court employees are subject to the authority of the Gig Harbor Municipal Court pursuant to Washington State Court Rules under General Rule 29. This Agreement is intended to apply to Municipal Court employees unless expressly stated otherwise herein.

ARTICLE 2 – MEMBERSHIP

Section 2.1. All employees working in the bargaining unit shall have the right to become a member of the Union. Members’ rights within their Union are governed by the Teamsters Local Union No. 313 Constitution and Bylaws.

Section 2.2. The Employer agrees to deduct initiation fees, assessments, and monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form according to the terms of the signed wage assignment authorization form. The Employer shall transmit such deductions to the Union by check payable to its order. Upon issuance and transmission of such deduction the

Employer's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

An employee may cancel payroll deduction for Union fees and/or dues by written notice to the Union in accordance with terms of the employee's signed wage assignment authorization form. The Union will provide the Employer with a list of all employees who are eligible for cancellation. The cancellation will be effective no later than the second payroll after the Employer's receipt of the notice from the Union. An employee leaving paid status in the bargaining unit should notify the Union and receive a withdrawal card for the duration of the absence from paid status.

Section 2.3. The Employer shall notify the Union electronically within seven (7) business days of the hiring of a new employee. The notification shall provide the Union with the hiring date, name, home address, home phone number, starting pay step, and classification of the new employee. A Union representative will be allowed up to thirty (30) minutes to speak with a new employee on matters concerning the rights of employees, responsibilities of the Union, and services available to Union members, without loss of pay.

ARTICLE 3 – NONDISCRIMINATION

Section 3.1. The Employer and the Union agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 3.2. No employee covered by this Agreement shall be discriminated against because of their membership or non-membership in the Union, or lawful activities on behalf of the Union; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

Section 3.3 If an employee pursues a complaint of unlawful discrimination to a federal or state government agency, the complaint shall not also be processed as a grievance under this Agreement.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

Section 4.1. Normal workweek. The normal full-time 7-day FLSA workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal full-time work schedule shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workday may be adjusted by the City Administrator in order to allow flexible work schedules (e.g. 9-80) or to require additional hours of work. The normal workweek and workday schedules shall be defined by the City Administrator. The work year shall consist of two thousand and eighty (2,080) hours. Effective at a date to be identified by the City after ratification

of this Agreement, the FLSA workweek shall begin at 12 am on Sunday and end on Saturday at 11:59 pm. The FLSA work week for a 9-80 schedule begins at the midpoint of the 8-hour day, which shall be adjacent to a nine-hour day.

Section 4.2. Overtime. Overtime shall mean hours worked in excess of 40 hours in an established consecutive 7-day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating overtime. Effective the first day of the first full pay period after ratification of this Agreement by both parties, compensatory time shall count toward hours worked for the purpose of calculating overtime.

Sections A through H below shall apply:

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (annual salary /2080). Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 3 hours of pay at the overtime rate for work requiring a return to work from home, or other non-work location during the employee's regularly scheduled time off or while on call, such as for emergencies or meetings called by the Employer. Once so reported, the employee shall perform all assigned duties during the 3-hour period. Remote work that does not require reporting in person and takes at least 8 minutes will be paid based on the amount of time worked, in increments of fifteen (15) minutes, except that for the Wastewater Treatment Plant Supervisor and Public Works Superintendent remote work that does not require reporting in person will be paid as a one (1) hour call out or the actual time spent, whichever is greater.
- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- E. The option to accrue compensatory time in lieu of overtime pay shall be arranged by mutual agreement between the Employer (City Administrator or Department Head) and the Employee. Compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the Employer's operation. Accrued compensatory time shall be used at a time mutually agreeable to the Employer and the employee. Employees may accrue a maximum of 80 hours of compensatory time. If an employee works overtime and has reached their maximum compensatory time hours, he/she shall be paid at the overtime rate according to Section 4.2B above. Compensatory time is cashed out by the Employer in the final pay period of each calendar year. An employee who promotes out of the bargaining unit into an exempt position shall be cashed out for all accrued and unused compensatory time prior to promotion.

- F. Any employee required to report to work in person while on vacation shall earn pay at the employee's overtime rate for their scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- G. When a member of the Union completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article 4.2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours' notice must be given to the employee prior to the start of the shift.
- H. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

Section 4.3. Workweek. The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

ARTICLE 5 – WAGE RATES

Section 5.1. Wages. Effective January 1, 2024, employees shall receive a cost-of-living increase of four and one-half percent (4.5%).

The Employer reserves the right to reopen the wage rate of job classifications in the event of a vacancy.

Section 5.2. Salary range. Movement from one step to the next shall occur on an employee's anniversary date, provided the employee receives a satisfactory performance evaluation and has not been disciplined during the rating period. An employee's anniversary date will reset upon promotion, demotion, or transfer into a new position.

Section 5.3. Mileage. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 5.4. Education reimbursement. Upon satisfactory completion of a job-related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of two hundred dollars (\$200.00) per credit hour for undergraduate courses and four hundred dollars (\$400.00) per credit hour for graduate courses. The City agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two- or four-year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or

greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

Section 5.5. Meal Pay. If a supervisor is required to work through any meal period due to an emergency event, the City shall either provide a meal or reimburse up to fifteen dollars (\$15.00) for a meal purchased while on duty.

Section 5.6. Layoff Procedure. The City may determine to lay off employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the City will notify the Union, in writing, to permit the Union to consult with the City regarding the necessity to lay off employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service (seniority) within a classification in a division with consideration of knowledge and skill level when length of service is equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary, temporary basis. Under no circumstances shall part time positions be used to fill full time positions in order to avoid the payment of benefits. It is the intent of the City not to create part-time jobs for the purpose of avoiding the payment of benefits.

The City shall provide six (6) weeks' notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the six (6) weeks' notification period, for career counseling and retraining. Approved and designated funds shall be available and maybe expended solely within twelve (12) months of the notice of termination.

Bumping Rights. An employee scheduled for layoff may exercise bumping rights to a position previously held by the employee in the Teamsters Local 117 nonsupervisory bargaining unit, provided Teamsters Local 117 agrees and as long as the employee who is exercising bumping rights pursuant to this provision has seniority and as long as the previously held position was not lost due to disciplinary or performance review reasons. For purposes of this section, seniority is measured by cumulative length of service with the City of Gig Harbor, over the person to be bumped. A leave of absence approved by the City in writing, or mandatory furlough shall not interrupt seniority, but service credits shall not be accrued during such leave of absence or furlough. Bumping to a position within the municipal court requires the approval of the Judge.

Timing. Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.

Transfer in Lieu of Layoff. An employee scheduled for layoff may request, and the City will consider a transfer to a vacant position for which that employee is then currently qualified.

Recall Rights. An employee who has been laid off will be placed on a recall list for a

period of two (2) years. If the City determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. Recall notices will be sent by certified mail to the employee's last known address. An employee who does not respond to a recall within ten (10) calendar days will be deemed to have waived their right to recall. The employee has the duty to maintain their current address with the City.

ARTICLE 6 – VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. An accumulated vacation balance shall not exceed 336 hours at any one time. An accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of one hundred and twenty (120) hours of vacation to the City at year-end. All other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

New employees may not use accrued vacation until successful completion of their probationary period.

All unused vacation will be cashed out upon separation of employment, subject to any applicable VEBA provision in Article 10 section 4, and provided the employee has successfully completed probation.

ARTICLE 7 – HOLIDAYS

The following holidays shall be recognized by the City:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Eve (last 4 hours of shift)	December 24
Christmas Day	December 25
* 2 Floating Holidays	(taken at employee's discretion)
2 Unpaid Holidays for Faith or Conscience	(taken at employee's discretion)

* An employee must be on the payroll a minimum of 90 days to receive a floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day proceeding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times their regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE 8 – MEDICAL BENEFITS

Section 8.1.

The Employer shall pay 100% of the monthly premium for coverage of Union employees for the benefit plans identified below. Employees shall pay 5% percentage of the monthly premium for coverage of all dependents for the Regence HealthFirst \$250 and Kaiser Permanente \$200 medical plans identified below. The employee's contribution to dependent medical premiums shall increase (over the current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%. (For example, if the dependent medical premiums increased by 13% from one year to the next, the City would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) If the City loses the WellCity designation and 2% premium savings due to lack of participation by Union employees, the range for employees' contribution to dependent monthly premiums will increase to 7-12%, in increments as described above. An employee's spouse shall be considered a dependent for purposes of this section. If the employee contribution for dependent medical premiums meets or exceeds 10%, either party may reopen Article 8.

Medical - Association of Washington Cities

Regence HealthFirst \$250 Deductible Plan

Regence High Deductible Health Plan

Kaiser Permanente \$200 Deductible Health Plan

Dental - AWC Trust (Plan F- Washington Dental Service) with Orthodontia Option III.

Vision - AWC Trust (Western Vision Service Plan).

For employees who enroll in the Regence High Deductible Health Plan (HDHP), the City

will pay 100% of the monthly premium for Union employees and their enrolled dependents. In addition, the City will contribute the following amounts per plan year into the employee's Health Savings Account (HSA):

Employee Only	\$3,450
Employee + 1 dependent	\$3,900
Employee + 2 dependents	\$3,900
Employee + 3 or more dependents	\$3,900

HSA contributions will be paid on a monthly basis.

Employees may contribute additional amounts into their HSA subject to IRS limits. No HSA contribution will be made that exceeds the applicable IRS limit or triggers the Affordable Care Act excise tax.

A City employee cannot enroll themselves as a dependent on another City employee's medical plan.

The City will pay employees with dependents who choose to have no dependents covered on a City-sponsored medical plan \$250 per month, provided proof of alternative insurance coverage is provided to the City for non-enrolled dependents. The City will pay a full-time employee who chooses not to be covered by a City-sponsored medical plan \$250 per month, provided proof of alternate insurance coverage is provided. The City will pay all associated administrative and monthly fees.

The City and the Union each reserves the right to reopen Article 8 if a health insurance plan identified above is eliminated or if the City's contribution to the HDHP (including HSA) is greater than the Employer's contribution to the Regence HealthFirst \$250 Deductible Plan.

ARTICLE 9 – LEAVES

Section 9.1. Sick leave. Full-time employees shall accrue sick leave at the rate of eight (8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum carryover from one calendar year to the next of one thousand four hundred and forty (1,440) hours.

Section 9.2. Return to work. A verifying medical statement may be required when permitted under WAC 296-128-660; to assist the City in protecting employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness.

Section 9.3. Sick leave cash out. Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave up to the first five hundred (500) hours and thirty-five percent (35%) of unused sick leave in excess of five hundred (500) accrued hours shall

be paid to all employees with five years or more of continuous City employment, subject to the VEBA provision in Article 10.4. For example, an employee with 800 hours of sick leave would be paid for 230 hours of sick leave. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 9.4. Use of sick leave. Sick leave may be used for the following:

- An absence resulting from an employee's personal mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or an employee's need for preventative medical care;
- An absence to allow an employee time to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- Absences covered by the Domestic Violence/Sexual Assault/Stalking Washington State law.
- Family Medical Leave Act ("FMLA") leave.
- Washington Family Care Act ("WFCA") leave.

For purposes of sick leave, a "family member" is defined as follows:

- "Child" means biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;
- "Parent" means biological, adoptive, foster, step, de facto, or legal guardian of an employee or the employee's spouse or registered domestic partner (parent-in-law), or a person who stood in loco parentis when the employee was a minor child;
- "Spouse or Registered Domestic Partner" means legal husband, wife, or person registered in Washington State as a domestic partner;

- “Grandparent” means parent of a parent of an employee;
- “Grandchild” means child of a child of the employee; or
- “Sibling” means biological, step or adopted brother or sister.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day, unless there are mitigating circumstances. Employees using sick leave for a foreseeable purpose must provide notice at least ten (10) days in advance or as early as practical. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

Section 9.5. Bereavement Leave. A regular full-time employee shall be granted up to five (5) days of leave without loss of pay because of death of an immediate family member within sixty (60) calendar days of the loss. Leave over five days per death may be charged to sick leave at the employee’s option. For purposes of this section, immediate family member includes the employee’s parents, spouse, registered domestic partner, child, step-child, brother or sister, step-brother or sister, mother or father-in-law, brother-in-law, sister-in-law, son or daughter-in-law, grandparent, grandchild, grandparents-in-law, step-grandparents, step-grandchild, or other relative who lives in the employee’s home.

An employee may be granted up to three (3) hours of time off without loss of pay to participate in a funeral ceremony when first approved by the respective department head.

Section 9.6. Military Leave. In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to twenty-one (21) days for military leave during each year beginning October 1 and ending September 30.

Section 9.7. Jury Duty. Employees will be released from duty with pay while on jury duty, or while appearing as a legally required witness on behalf of the City or on behalf of a previous employer if approved by the City Administrator. Any jury duty or witness pay received by the employee during such leave shall be deducted from the employee’s base pay. Any court-provided mileage reimbursement will not be deducted from the employee’s base pay.

Section 9.8. Emergency call-outs. Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee’s accumulated sick leave. Any time taken in addition to the six-hour rest period shall be considered vacation time and shall be deducted from the employee’s accumulated vacation time. Time taken for a rest period shall not be counted against the employee’s time earned towards a bonus day off as described in Section 3 of this Article.

Section 9.9. Paid Family Medical Leave. The City will pay the employer's share of the Washington State Paid Family Medical Leave premiums and employees will pay the employee's share via payroll deduction.

Section 9.10 Long Term Care Trust Act. The Employer will comply with the Washington State Long-Term Care Trust Act. Premiums are established by the State of Washington. Employees without an exemption pay the designated premium via payroll deduction.

ARTICLE 10 – BENEFIT PLAN

Section 10.1. Statewide pension plan. The Employer shall participate in the statewide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.40.

Section 10.2. Substitute Social Security Plan. The City shall continue to provide and maintain a benefit plan as a substitute for Social Security benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A 401(a) plan for retirement income.

Section 10.3. Worker's Compensation. The City shall insure employees with the State Worker's Compensation Plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the worker's compensation law, shall for the duration of such payments, receive only that portion of their regular salary which, together with said payments, will equal their regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments, he/she shall be permitted to use sick leave during the time lag, provided they promptly endorses time-loss payments for the period of the time lag to the City.

Section 10.4. Post Separation HRA-VEBA. The Union has adopted the HRA-VEBA plan ("Plan") by majority vote. The City shall contribute to the Plan on behalf of all eligible employees. An eligible employee is limited to employees who retire from service with leave cash-out rights and who submit and complete a signed HRA-VEBA enrollment form. The City's contributions to fund each retiree's HRA-VEBA account shall include the entire cash-out value of all unused leave days (sick, vacation) accrued and available for cash-out upon retirement from service per negotiated agreement or City policy. The bargaining unit may vote on the terms of this agreement annually and/or if an eligible employee will retire in the calendar year the vote is taken. Contributions to the HRA-VEBA will not exceed the Affordable Care Act excise tax threshold.

Section 10.5. Deferred Compensation. Regular employees with at least ten (10) years of continuous service to the Employer are eligible to receive contributions from the

Employer into a deferred compensation (457) plan as follows: employees with at least ten (10) years of service but less than twenty (20) years of service are eligible to receive an Employer match of up to seventy-five dollars (\$75.00) per month; employees with at least twenty (20) years of service are eligible to receive an Employer match of up to one hundred dollars (\$100.00) per month. Employees are responsible for following the plan's procedural requirements and IRS contribution limits.

ARTICLE 11 – STANDBY PAY

An employee scheduled on standby shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay at their overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay at their overtime rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on standby, compensation shall be computed according to Article 4 of this agreement.

Standby is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or their designee.

ARTICLE 12 – OUT OF CLASS PAY

Any supervisor who is placed in an acting appointment position, with prior approval of the City Administrator, for a minimum of two weeks, shall receive a pay increase of fifteen percent (15%) (not to exceed the incumbent's actual pay) for the time exceeding two weeks. Accordingly, from two to four weeks, the supervisor would receive a pay increase of fifteen percent (15%). If the temporary assignment extends more than four weeks, the fifteen percent (15%) pay increase (not to exceed the incumbent's actual pay) will be retroactive to the first day of the assignment.

ARTICLE 13 – RIGHT OF ACCESS-UNION REPRESENTATION

Section 13.1. Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working

conditions and transacting Union business that cannot be transacted elsewhere; provided, however, that the Union representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 13.2. The Union agrees that Union business conducted by Union members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Union meetings during the half hour of 7:30 a.m. to 8:00 a.m., which shall be indicated on employees' time sheets. Additional time may be determined as necessary and agreed to by both the City and the Union during regular working hours. A designated Union representative will be allowed to attend contract negotiations and other meetings between the Union and the Employer (e.g., grievance meetings and labor-management meetings) during normal work hours without loss of pay.

ARTICLE 14 – CITY RULES; MAINTENANCE OF CITY SERVICES

Section 14.1. City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the City's departments and conduct of its employees. The Union agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department. "Emergency" shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

Section 14.2. Maintenance of City services. In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of Union members in order to insure, in the City's immediate discretion, the safe maintenance of City services.

Section 14.3. Failure to comply with Section 14.2. Any employee refusing to comply with the conditions of Section 14.2 above will be subject to immediate dismissal.

ARTICLE 15 – GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One - The Respective Department Head.

The grievance in the first instance will be presented to the respective department head in writing within fourteen (14) calendar days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One. The department head will respond to the Step One grievance within fourteen (14) calendar days.

Step Two - City Administrator.

If the respective department head does not adjust the grievance to the complainant's satisfaction, then the grievance may be presented by the Union to the City Administrator at Step Two within fourteen (14) calendar days of the Step One response. The Step Two grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the Step Two grievance, the City Administrator, assisted by Human Resources, shall, within fourteen (14) calendar days, meet with the grievant and/or the representative of the Union in an attempt to resolve the grievance. Within fourteen (14) calendar days after such meeting, the City Administrator shall send to the Union a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation.

In the event the Union and Employer are not able to resolve the grievance, the parties may request the assistance of the Public Employment Relations Commission mediation service.

Step Four - Arbitration.

A grievance may be submitted by the Union to arbitration by a written demand for arbitration delivered within thirty (30) calendar days following the decision rendered in Step Two to the Mayor or designee. If the parties agree to utilize mediation at Step Three, the deadline for submitting a Step Four grievance shall be within thirty (30) calendar days following conclusion of the mediation process. Within thirty (30) calendar days after delivery of the demand for arbitration, the Employer and Union shall attempt to agree on an arbitrator to hear the grievance. If the parties do not agree on an arbitrator within fourteen (14) calendar days, either party may request a list of 9 arbitrators from the Public Employment Relations Commission (PERC). The order of striking from the list shall be determined by coin toss. The remaining arbitrator on the list shall hear the grievance, unless the parties agree otherwise. A decision of the arbitrator shall be made in writing within thirty (30) calendar days following the conclusion of the arbitration hearing(s), unless otherwise agreed upon. Such decision shall be final and binding on both the Union and the Employer. The authority of the arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away there from. Each party shall be responsible for their own costs, including attorney's

fees. The fees and costs of the arbitrator shall be borne equally between the Union and the Employer.

ARTICLE 16 – DISCIPLINE

Disciplinary action will be supported by just cause and will normally be progressive in nature. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to supervisors serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that a supervisor serving a promotional probation has the right to return to their former position as provided in Article 17 section 4. The right of return may be terminated only for just cause, which is subject to the grievance process. Written reprimands will be removed from an employee's personnel file, upon request, two (2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years.

Any employee subject to discipline shall be entitled to Union representation at all meetings which the employee is required to attend where discipline is being considered for that employee. Records of the discipline may be retained in supervisory files to confirm the fact of disciplinary action as a step in the process of that progressive discipline has been followed. Internal investigation files will be retained in accordance with the Washington State Archivists retention schedule.

Section 16.1. Any employee, when being questioned by the employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against them in writing.
- B. Have present their choice of the Union representative (who must be reasonably available). The Union shall be solely responsible for representation expenses except as provided in Article 13.2. The Employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

Section 16.2. **Notice and Opportunity to Respond.** Prior to issuing a written reprimand, or suspension without pay, demotion or discharge, the Employer shall provide the individual and the Union with the following:

- A. An opportunity to view and/or provided a copy of all materials which a part of or related to the investigation upon which the allegation(s) are based;

- B. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- C. What disciplinary action is being considered.
- D. An opportunity to respond to the allegation(s) verbally or in writing at a Pre-Disciplinary Meeting.

Section 16.3. Pre-Disciplinary Meeting. An opportunity to respond to the allegation(s) shall occur at a Pre-Disciplinary meeting conducted by the employee's supervisor and/or City Administrator, who shall have the authority to impose or to recommend the proposed disciplinary action. The Pre-Disciplinary Meeting shall be held no later than thirty (30) days after completion of the investigation, absent extenuating circumstances. Reasonable advance notice of this meeting, including its time and place, shall be given to the supervisor and the Union. This meeting shall be informal. The supervisor shall be given reasonable opportunity to be heard, to respond to the allegation(s), and to have the responses considered prior to the imposition of discipline.

Section 16.4. Union Representative. The supervisor may elect to have a Union representative, including Union legal counsel, present at the initial or subsequent interviews or at the Pre-Disciplinary Meeting, provided that the participation of a Union representative does not unreasonably delay the process. An "unreasonable delay" means any delay in excess of ten (10) business days.

Section 16.5. Employer's Decision. Within a reasonable timeframe, not to extend beyond thirty (30) calendar days from the date of the Pre-Disciplinary Meeting absent extenuating circumstances, the Employer shall render a disciplinary decision.

ARTICLE 17 – PERSONNEL REGULATIONS AND POLICIES

Section 17.1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Regulations and Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations that includes wages, hours, or working conditions shall be approved by the Employer with Union input.

Section 17.2. During the term of this Agreement, employees may submit a written request that their department head review that employee's job classification. The department head will submit the request to Human Resources.

Section 17.3. An employee who is promoted or reclassified to a higher salary range (not transferred) shall be paid at the step in the new range that represents an increase in salary of not less than 5%, provided such increase does not exceed the maximum step of the new range. An employee who is transferred from one position to another within the same salary range shall remain at the same step. An employee who is demoted to a lower salary range shall be paid at the step in the lower range that most closely matches the employee's current salary.

Section 17.4. Return. Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The City will not be required to create a new position for the employee to return to, nor will it be required to "bump" another employee, regardless of status, out of a position for the employee to return to. If the City needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The City will notify the Union as to whether or not the position will be backfilled with temporary help during the 6-month probationary period.

Section 17.5. Any time a recruitment for a City position is posted externally, it may be simultaneously posted internally as well. The City sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator's discretion, the City shall internally post job announcements for at least one week before advertising the position externally.

Section 17.6. Probation.

- a. Duration. The probationary period for a new employee, a newly promoted employee, an employee who voluntarily demotes, or a transferred employee is a period of six (6) months. The probationary period may be extended by the City Administrator for up to an additional three (3) months with notice as provided in section (b) below.
- b. Notification. Notification in writing, which states the reason for the extension, shall be provided to the probationer, with a copy provided to the Union and Human Resources.
- c. Conditions of Probation for Newly Hired Employees. During the probationary period an evaluation shall be provided to the employee approximately two weeks prior to the end of the six (6) month probationary period. During the probationary period of a newly hired employee, the City Administrator may, with or without cause, dismiss an employee. The newly hired probationary employee is at-will and may be discharged or disciplined without cause or advanced notice. In such cases, the employee will have no right to grieve the discipline or discharge under this Agreement.

Section 17.7. Seniority. Seniority shall be established by length of service (hire date or rehire date) within a classification in a division with consideration of knowledge and skill level only when the length of service is equal. The Employer shall establish and provide to the Union a seniority list which shall be brought up to date and provided annually. The term “rehire” for purposes of this section means the rehire of an employee after separation from employment for any reason other than layoff.

ARTICLE 18 – PERSONNEL RECORDS

The Employer and Union recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. The parties agree that the following procedure will be adhered to:

1. Whenever any disciplinary document is entered into an employee's personnel file, a copy of same shall be signed, acknowledging receipt only, and provided to the employee and the Union.
2. In the case of any document which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the document, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to their personnel file for review of its contents at reasonable times and upon reasonable notice.
4. Human Resources shall take measures to assure that access to the employee's personnel file is restricted in compliance with the law.

ARTICLE 19 – UNIFORMS AND EQUIPMENT

Safety Equipment: At the time of employment, and as needed thereafter as determined by the City Administrator, safety equipment will be assigned as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or hard hats.

At the time of employment, and as needed thereafter as determined by the City Administrator, the Wastewater Treatment Plant Supervisor and the Public Works Superintendent will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. safety shoes or boots (Not to exceed \$250 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter as determined by the City Administrator, full time and regular part time employees receiving benefits, employees from the Planning, Building and Public Works Departments who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office may be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. safety shoes or boots (Not to exceed \$250 per year)
3. 1 winter jacket
4. 2 coveralls
5. 4 Logo shirts

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and federal regulations.

These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the City Administrator and all purchases shall be through their office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice their complete uniform. Each employee eligible for safety shoe and boot allowance must notify their supervisor prior to the purchase of new safety shoes or boots.

The employer shall be responsible for laundering uniforms for non-office and non-clerical Wastewater Treatment Plant employees. Frequency of laundering uniforms shall be established by employer management policy. Laundry equipment is available for Public Works Operations and Wastewater Treatment plant employees.

For non-office and non-clerical Public Works Operations employees, in lieu of City provided uniforms, the employee may elect to receive sixteen (16) cents per hour in clothing allowance added to their pay. An employee selecting this option will not have access to City provided uniform laundering. The employee selecting the hourly clothing allowance will still be provided all safety equipment as described in the appropriate section above, as well as the pair of safety shoes/boots.

If this option is selected the employee will not have access to the employer provided uniforms and laundry service for a period of one year from selecting the hourly clothing allowance.

This payment will be treated as ordinary income and taxed accordingly.

ARTICLE 20 – VACCINATIONS

The Employer shall provide employees with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department. Employees may elect to decline the Hepatitis B vaccine by signing the Hepatitis B Declination Form and submitting it to Human Resources.

ARTICLE 21 – LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE 22 – MANAGEMENT RIGHTS

The Union recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the City, provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this Agreement.

Such rights include, but are not limited to, the following:

1. To establish the qualifications for employment and to employ employees;
2. To establish the makeup of the Employer's workforce and make changes from time to time, including the number and kinds of classifications, and direct the workforce toward the organizational goals established by the Employer;
3. The right to determine the Employer's mission, policies, and all standards of service offered to the public;
4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the Employer;
5. To determine the means, method, and number of personnel needed to carry out City operations and services;
6. To hire and assign or transfer employees;
7. To introduce and use new or improved methods, equipment or facilities;
8. To assign work to, and schedule employees;
9. To take whatever action necessary to carry out the mission of the City in an emergency;
10. To determine the City budget.

ARTICLE 23 – SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE 24 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 25 – TERM OF AGREEMENT

This Agreement is effective January 1, 2024 and shall continue in full force and effect to and including December 31, 2024.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this ____ day of 2024.

CITY OF GIG HARBOR

TEAMSTERS LOCAL 313

Tracie Markley, Mayor

Robert A. McDonald, Secretary-
Treasurer

Katrina Knutson, City Administrator

ATTEST:

Joshua Stecker, City Clerk

ATTACHMENT A
Salary Schedule

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
City Engineer	\$113,693	\$117,388	\$121,203	\$125,142	\$129,209	\$133,409	\$137,744	\$142,221
Information Technology Services Manager	\$113,693	\$117,388	\$121,203	\$125,142	\$129,209	\$133,409	\$137,744	\$142,221
Wastewater Superintendent	\$113,038	\$116,712	\$120,505	\$124,421	\$128,465	\$132,640	\$136,951	\$141,402
Building Official / Fire Marshal	\$108,851	\$112,389	\$116,041	\$119,813	\$123,707	\$127,727	\$131,878	\$136,164
Parks Manager	\$100,945	\$104,226	\$107,613	\$111,110	\$114,722	\$118,450	\$122,300	\$126,274
Principal Planner	\$100,945	\$104,226	\$107,613	\$111,110	\$114,722	\$118,450	\$122,300	\$126,274
Court Administrator	\$97,713	\$100,889	\$104,168	\$107,553	\$111,048	\$114,658	\$118,384	\$122,231
Public Works Superintendent	\$97,206	\$100,365	\$103,627	\$106,995	\$110,472	\$114,063	\$117,770	\$121,597

A TWICE-MONTHLY SUMMARY FROM YOUR CITY OF GIG HARBOR LEADERSHIP TEAM

These department updates are an effort to increase our internal and external communication initiatives, to provide the mayor and city council members with the information they need to serve the public and make informed decisions, and just as importantly, to share citywide information and updates with all staff and residents. Please feel free to send any questions, suggestions, or concerns about this document to communications@gigharborwa.gov.

ADMINISTRATION

City Administrator Katrina Knutson

Mainstreet American Transformation Strategy Visit: The city partners with and supports the Gig Harbor Waterfront Alliance as they endeavor to keep our downtown economy healthy, ensure vibrancy, and honor historic preservation. This week, representatives from National Mainstreet America came to Gig Harbor and held a series of meetings and workshops to evaluate the Alliance's strategies and make recommendations for future work. The Alliance Executive Director will be presenting results from this visit (among other important items) to the city council at its March 25 meeting. If you are interested in volunteering with the Alliance, you can find opportunities on their [website](#).



Youth Council: The University of Washington's Master of Public Administration (MPA) Program selected the city's submission for their capstone project. The city's capstone project will be to focus on researching youth councils in the surrounding area and present recommendations for implementing one in Gig Harbor based on research findings and the needs of our community. The H3 program manager met with the MPA students to discuss community needs and provide the city's intent for a youth council. Emphasizing the community's desire to have the voices of our youth heard and taken into consideration. Youth are the future of our community and having their input is imperative in building a community they want to invest in.

Mayoral Community Diversity and Engagement (CDE) *ad hoc* Committee: The application for the CDE Committee went live on March 1 and will remain open until March 22. We are so excited to have taken the first actionable step in launching the Community Diversity and Engagement *ad hoc* Committee. This will serve as a cornerstone for promoting understanding, celebrating diversity, and cultivating meaningful connections within our community. We are invigorated about the opportunity to connect with dedicated individuals who are enthusiastic about driving positive change, building bridges across differences, and championing diversity and inclusion in all aspects of community life. Whether they have prior experience in diversity and engagement work or are simply eager to contribute their insights and energy, we welcome their [application](#).

COMMUNITY DEVELOPMENT

Community Development Director Carl de Simas

Over the past few years, we have been working towards better and more consistent enforcement of the city's development regulations. To this end, we now have a full-time Code Enforcement Officer. Since elevating that position's scope to 40 hours per work, we have seen a marked increase in response time and case closures. We have also heard, anecdotally, from the community that it is being noticed.

To help support this effort, the council tasked staff with creating a formal code compliance/enforcement program. The program would better define the city's code enforcement process, creating consistency, internal and external expectations, and measurable results. To institute the new program, staff have been working on municipal code (GHMC) language and amendments that will lay the groundwork for its structure. The proposed changes to the GHMC are set forth in Ordinance 1523. The city council will consider this ordinance and take public comment at its regular meeting of March 11.

PLANNING: Planning staff will present an overview of the recently enacted state law (HB [1337](#)) governing Accessory Dwelling Units (ADUs) to the Planning Commission this Thursday, March 7. While the city is not required to amend our municipal code to reflect the state law until June 2025, staff intends to bring an ADU ordinance forward later this year in conjunction with our Comprehensive Plan Periodic Update.

A new Interactive [Zoning Map](#) has been added to the Planning Division webpage. This map allows users to quickly identify zone districts for every parcel in the city. The map also constitutes the official Zoning Map for the city. All other city maps, including this map, can be found on the [Maps](#) page of the city's website.

BUILDING: The division has received 44 permit applications this reporting period including those for the Burnham Drive Apartments (78 units & rec center) as well as a new office building on Erickson. The division issued 18 permits including those for three new homes on Sandin Lane and finalized 23 projects including Code Ninjas at Uptown.

Additionally, the division was pleased to issue a Temporary Certificate of Occupancy (TCO) this past week for Maritime Storage located on the corner of 89th & Skansie, allowing utilization of the first floor of the facility.

CODE ENFORCEMENT:

- Abandoned Vehicle Inquiry
- Found Property / Illegal Dumping
- Illegal Dumping – City ROW
- Tree Removal in Shoreline / Eagle Habitat Inquiry
- Site Development Issue – Impervious Surface Coverage
- Public Nuisance – Caretaking Property Issue
- Snow / Ice Issue – Resolved
- Ongoing Code Cases – Appeal period concluded, Corrective Action deadlines ongoing
- 36 Illegal Signs Removed from ROW
- Ordinance Prepared for March 11 Council Meeting

COURT

[Court Administrator Stacy Colberg](#)

Misdemeanor Warrants: Gig Harbor Municipal Court currently has 758 active arrest warrants for misdemeanor crimes committed within city limits. The warrant amounts range from \$200 to \$100,000. Generally, the court may order an arrest warrant for a defendant who violates the conditions of release or has failed to appear in court upon which the defendant has promised to appear or has otherwise received notice to appear.

The court must first determine there is probable cause to believe the defendant committed the alleged crime before issuing a warrant. Warrants toll the time for trial until the warrant is either served, quashed, or cancelled. Typically arrest warrants in Washington do not expire. However, in Gig Harbor Municipal Court, arrest warrants are reviewed every five years for renewal or prosecutor action. A defendant may schedule a hearing to clear a Gig Harbor warrant by appearing in person at the court office any Wednesday before 11:30 a.m. to be scheduled for the quash calendar the same day at 1:30 p.m.

March Jury Trials: The Municipal Court has one case for trial on March 21 at 8:30 a.m. Jury trials are open to the public.

Traffic Court: The next traffic court session is scheduled for April 9 at 1:00 p.m. Traffic court is held virtually via Zoom. Effective January 1 of 2023, the legislature extended the time allowed to respond to a civil infraction from 15 days to 30 days, or 33 days if the infraction is served by mail. In addition to the standard response options, the legislature also added a new response option of admitting responsibility but attesting they do not have the ability to pay the fine in full. If selected, the court must provide the requisite information about how to submit proof of their inability to pay, how to enter into a payment plan, and notice that failure to comply with the payment plan may result in collections action. Court Payment Management Services, Inc. is contracted to manage payment plans for Gig Harbor Municipal Court at no cost to the city.

FINANCE

Finance Director Dave Rodenbach

No update this week.

HUMAN RESOURCES

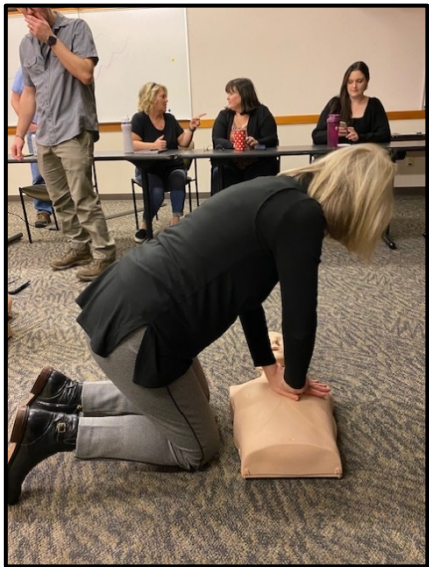
Human Resources Director Shannon Costanti

ADVANCE YOUR CAREER

Are you looking to grow in your career? There are a variety of opportunities currently available throughout the city. [Take a look](#) and apply today! If you know someone who would be a great fit, please be encouraged to tell them about it!

Position	Type	Status
Public Works Assistant	FT	Open Until 3/11
Finance Technician	FT	Open until 3/27
Police Officer - Entry Level	FT	Continuous
Police Officer - Exceptional Entry	FT	Continuous
Police Officer - Lateral Entry	FT	Continuous

FIRST AID TRAINING FOR ALL STAFF: Enthusiastic thanks to Officer Burns for facilitating a learning experience that will support all staff with basic lifesaving skills. He did an excellent job of delivering on key principles, promoting active engagement, and answering all questions raised during each session. His passion and expertise in this area of work is evident. We are incredibly fortunate to have him serving our community each day!



OPERATIONS BUILDING OPENS! Congratulations to Jeff Olsen and the ops team for their move into the new operations building!



OUTSIDE



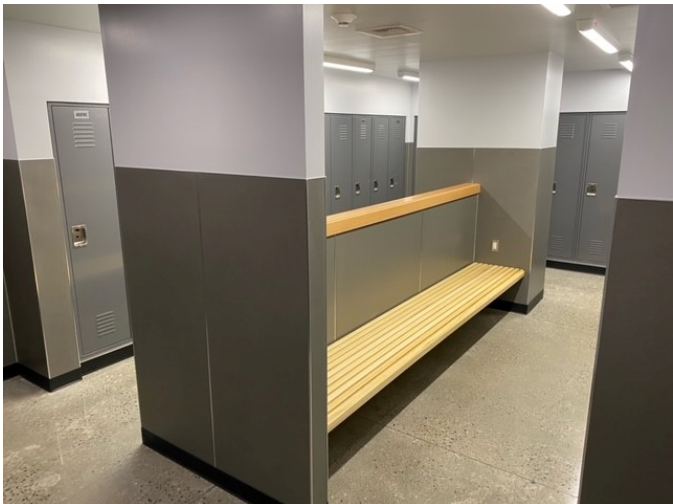
HALLWAY



OPEN OFFICE



LUNCHROOM



LOCKER ROOM

- Our new Operations Building is complete. Staff packed up everything from the old building and moved in on Tuesday, February 20. The Operations Team would like to give a HUGE shout out to Jeff L for his persistence in making sure this building became a reality, Aaron, Dean, Jake, Maureen from Engineering, Dave B from Building and Keith, Nate, and Dennis from IT - this building is a game changer for the Operations Department and it wouldn't have been possible without all of your hard work and dedication in making this a reality.

THANK YOU!!!!
- Jeff Olsen

MARTY WEST RETIRES!



The legend retired Thursday, February 29.

Meter Reader, Construction Inspector, Building Maintenance Jack of All Trades to Cool Retired Guy!

Congratulations to Marty on this well-deserved retirement! We all wish him the very best in all that lies ahead.

ITS

Information Technology Services Manager Keith Smith

Public Works Operations Center: We have completed technology installations and moved Public Works staff into the building. We still have a few items left on our punch list and aim to finish this project in a few weeks.

POLICE

Police Chief Kelly Busey

Lifesaving Award: This week, we presented Officer Patrick Sam the department Lifesaving Award for his actions in reviving an unresponsive subject on February 5. Officer Sam was dispatched to check the welfare of a subject who was slumped over on a wall. The subject was either not breathing or his breaths were too shallow to maintain consciousness. Officer Sam began to perform CPR and the subject soon became semi-conscious. Officer Sam moved him into a recovery position and continued to monitor his status until medical aid personnel arrived. Without the timely intervention from Officer Sam, it is likely that this subject would not have regained consciousness and would have died.

Pursuit Law: This week, the state legislature approved Initiative 2113 which largely restores our ability to engage in vehicle pursuits of subjects for more common crimes. Although there are some prudent restrictions in place, this action should allow us to intervene in more situations than we have for the previous two years.

PUBLIC WORKS

Public Works Director Jeff Langhelm

Wastewater Operations Updates: (1) Staff completed and submitted the city's annual laboratory accreditation application to the Department of Ecology. (2) Staff has completed the procurement process to replacement the existing odor control unit. This unit scrubs the air being released from the treatment plants aerobic digestion process. (3) Staff is performing routine operation and maintenance tasks throughout the treatment plant and lift stations as well.

Streets Operations Updates: Streets Field Supervisor Brandon Crosswhite met with WSDOT signal maintenance staff and discussed the development of the city signal maintenance program. This meeting included crew training to let city staff perform a majority of signal maintenance tasks. Crews will be out in the month of March to begin this program.

Water Operations Update: Staff is moving forward with the installation of the Well 3 emergency generator. This installation includes a new automatic transfer switch as identified in our water system plan and will add to our system reliability and redundancy.

txʷaalqəl Estuary Honoring Art: In January 2024 one of the canoes on the side of the honoring art at txʷaalqəl estuary was broken off the carving. Staff continues to work with artist, Guy Capoeman, to repair the honoring art project. At this point we don't have a time for repair of the art.

Statewide Public Works Bidding and Contracting Changes: Staff has completed training from state agencies on newly enacted public works bidding and contracting changes. These changes have also resulted in discussions with staff and the city attorney on potential changes to city policies and procedures.

Sports Complex Phase 1B: The project is out to bid, with bids closing on March 21. We are looking forward to construction starting this spring! Crews have been harvesting some native plants from the site to use at the new operations center and in parks around the city. We are partnering with the Gig Harbor Land Conservation Fund to harvest plants that can be dug out by hand. There are a very small number of plants that can be dug by hand, so attendance is limited. Next week, crews will be back out to remove more plants with machinery for use elsewhere in the city.

Sports Complex Phase 2 & 3 Feasibility Study: Work on the feasibility study has wrapped up, and city council will consider a resolution adopting the study and preferred alternative at its March 11 meeting. BCRA consultants prepared the feasibility study and worked with subconsultants for reports about traffic, parking, infiltration, and environmental site assessment. The process involved a stakeholders group whose members represent sports groups, the YMCA, and the Peninsula School District. There were also two public open houses held, and many public comments were received. The final preferred alternative would rearrange the two northern baseball fields to allow soccer,

football, and lacrosse, along with baseball, and would create two multi-purpose fields on one level on the phase 3 site. The feasibility study can be viewed [here](#).

Tree Giveaway April 20: The city is partnering with the Tacoma Tree Foundation for a tree giveaway event on April 20, starting at 10:00 a.m. and running until 1:00 p.m., or until the trees are gone. The event will take place at Donkey Creek Park. There will be several types of trees available with volunteers on hand to help residents select the type of tree that will work best in the space available.

Parks Appreciation Day: This year, Parks Appreciation Day will occur on Saturday, May 4. The city will have three sites available for volunteers: Wilkinson Farm Park, Soundview Forest, and Grandview Forest. The city is partnering with PenMet Parks for advertising and site signups.





**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: March 11, 2024

SUBJECT: Resolution 1309 Adopting the Gig Harbor Sports Complex Phase 2 & 3 Feasibility Study

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: (253) 853-8253

SUGGESTED MOTION: Move to approve Resolution 1309.

BACKGROUND INFORMATION: City council authorized combining the Phase 2 and Phase 3 feasibility studies into one project for the 2023-2024 budget. After soliciting requests for qualifications, the city signed a contract with BCRA to conduct the feasibility study. A stakeholders group was formed, consisting of representatives from various youth sports organizations, the school district, the YMCA, parks commission and the Gig Harbor Peninsula Youth Sports Coalition.

The stakeholders requested consideration of two other field layouts, and five layouts were presented to the public at an open house held at Peninsula Light Field in August of 2023. The five layouts were narrowed down to two, and brought back to stakeholders and the public. Council chose a preferred option at their January 18 study session.

The attached feasibility study describes the feasibility study process, meetings, public comments and site constraints. It includes specialty reports, including infiltration feasibility, environmental site assessment, trip generation (traffic) memo and detailed cost estimates. BCRA also created a conceptual grading and stormwater plan.

The construction cost estimate for the total project is approximately \$20.4million, assuming that each phase is built as a separate project. Phase 2 construction would cost \$8.8 million and Phase 3 construction is estimated at \$11.6 million.

The study concluded that the project is feasible, but it had some recommendations including; more conversations with the YMCA about details such as walls and access and an operational/financial study to determine operational costs and expected revenue.

FISCAL CONSIDERATION: Future budget expenditures for financial pro forma, design, permitting, construction.

ATTACHMENTS:

1. Resolution 1309
 2. Resolution 1309 Exhibit A
-

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities.
Promote and enhance a dynamic and robust economy.

RESOLUTION 1309

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE GIG HARBOR SPORTS COMPLEX PHASE 2 AND 3 FEASIBILITY STUDY

WHEREAS, the need for athletic fields with artificial turf and lighting in the Gig Harbor area has been documented for many years, including in the City's Parks, Recreation and Open Space Plan; and

WHEREAS, in 2010, the Olympic Property Group deeded 7.07 acres south of the YMCA, now known as Phase 3 of the Gig Harbor Sports Complex to the city in order to construct a public park; and

WHEREAS, in 2015, the city adopted a master plan for the Phase 3 property which included lit, artificial turf fields and other amenities; and

WHEREAS, in 2017 the city acquired an additional 21 acres, including land north of the YMCA and Peninsula Light Fields for the Gig Harbor Sports Complex; and

WHEREAS, in July 2018, the city council adopted Resolution 1123, adopting the master plan for the Gig Harbor Sports Complex; and

WHEREAS, the city entered into a lease agreement with the YMCA of Pierce and Kitsap Counties for the YMCA to develop eight acres north of city property, known as Phase 1A into two multipurpose, lighted, artificial turf athletic fields; and

WHEREAS, the city designed and obtained the necessary permits to build Phase 1B of the Gig Harbor Sports Complex which will contain a stage, six pickleball courts, three bocce courts, a playground, a bathroom and concession building and an open lawn; and

WHEREAS, in the 2023-2024 budget, council allocated funds to conduct a feasibility study for Phase 2 and Phase 3 of the Gig Harbor Sports Complex; and

WHEREAS, a May 8, 2023, the city council approved a professional services contract with BCRA to perform a feasibility study; and

WHEREAS, a stakeholders group was formed and held meetings on June 14, October 10 and November 14, 2023, where preferred field layouts were discussed as well as the need for other site amenities; and

WHEREAS, the parks commission reviewed the proposed layouts at their and recommended alternatives D and E for further consideration; and

WHEREAS, public open houses were held on August 8 and October 24, 2023, where public comment was taken and attendees were given the opportunity to vote on a preferred layout; and

WHEREAS, the city council considered the draft field layouts at study sessions on August 17, 2023 and January 18, 2024 and recommended Alternative D as the preferred option based on stakeholder, parks commission and public feedback.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor:

Section 1. The City Council hereby approves the Gig Harbor Sports Complex Feasibility Study. Adoption of the feasibility study does not commit the city to funding, design or permitting within a specific timeframe.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 11th day of March 2024.

Tracie Markley
Mayor

Attest:

Joshua Stecker, CMC
City Clerk



February 29, 2024

Gig Harbor Sports Complex Phase 2 & 3 Feasibility Study

GIG HARBOR, WA

Feasibility Study Package
Version #1.0

Owner:
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Phone 253-851-8136
Email

Landscape Architect:
BCRA // Eric Streeby
2106 Pacific Avenue,
Suite 300
Tacoma, WA 98402
(253) 627-4367
estreeby@bcradesign.
com

City Contact:
Jennifer Haro, Parks
Manager
Phone: 253-853-8253
Email: JHaro@
gigharborwa.gov

Table of Contents

Table of Contents.....	2
Executive Summary - Purpose	3
Executive Summary	4

Site Investigation

Land Use / Zoning Map.....	5
Land Use and Zoning Summary.....	6
Land Use and Zoning Summary (Cont'd).....	7
Site Analysis.....	8
Site Analysis.....	9
Site Photos	10
Site Photos	11
Site Photos	12
Site Photos	13
Site Photos	14
Opportunities and Constraints.....	15
Opportunities and Constraints.....	16
Infiltration Feasibility Study	17
Infiltration Feasibility Study, (cont'd)	18

Alternatives Analysis

Environmental Assessment	19
Environmental Assessment (cont'd)	20
Environmental Assessment (cont'd)	21
Traffic Summary	22
Stakeholder Meeting #1 Process	23
Early Design Process.....	24
Stakeholder Meeting #1 Alternative 'A'	25
Stakeholder Meeting #1 Alternative 'B'.....	26
Stakeholder Meeting #1 Alternative 'C'	27
Stakeholder Meeting #1 Feedback.....	28
Stakeholder Meeting #1 Feedback.....	29
Public Meeting #1 Process	30

Public Meeting #1 Alternative 'A'	31
Public Meeting #1 Alternative 'B'.....	32
Public Meeting #1 Alternative 'C'	33
Public Meeting #1 Alternative 'D'	34
Public Meeting #1 Alternative 'E'.....	35
Public Meeting #1 Feedback.....	36
Public Meeting #1 Feedback (cont'd).....	37
City Council Study Session #1 and Stakeholder Feedback	38
City Council Study Session #1 and Stakeholder Feedback (cont'd)	39
Stakeholder Meeting #2 & Public Meeting #2 Process.....	40
Stakeholder/Public Meeting #2 Alternative 'D'	41
Stakeholder Meeting #2 Alternative 'D' Grading.....	42
Stakeholder/Public Meeting #2 Alternative 'E'.....	43
Stakeholder Meeting #2 Alternative 'E' Grading.....	44
Stakeholder Meeting #2 / Public Meeting #2 Feedback	45
Alternative 'D' Update.....	46
Alternative 'D' Grading Update	47
Alternative 'E' Update	48
Alternative 'E' Grading Update.....	49
Preliminary Cost Report	50
VE Process / City Council Study Session #2	51
City Council Study Session #2 Alternative 'D'	52
City Council Study Session #2 Alternative 'D' Grading / Storm Design.....	53

City Council Study Session #2 Alternative 'E'.....	54
City Council Study Session #2 Alternative 'E' Grading / Storm Design.....	55
City Council Study Session #2 - Alternate Comparison.....	56
City Council Study Session #2 Cost Comparison	57
City Council Study Session #2 Tree Preservation.....	58
City Council Study Session #2 Feedback.....	59

Preferred Alternative Development

Preferred Alternative Process.....	60
Preferred Alternative Conceptual Field Layout	61
Preferred Alternative Conceptual Grading and Stormwater Design.....	62
Preliminary Cost Report - Preferred Alternative.....	63
Conclusions and Recommendations.....	64

Appendices

Appendix A - Infiltration Feasibility Study,
Kleinfelder, Inc. (August 16, 2023)

Appendix B - Environmental Site
Assessment, Grette Associates (June 7,
2023)

Appendix C - Trip Generation Memorandum,
PH Consulting (June 29, 2023)

Appendix D - Alternatives D and E
Preliminary Cost Estimate, Bill Acker
Consulting Services (November 1, 2023)

Appendix E - Alternatives D and E Preliminary Cost
Estimate Updated by BCRA, Bill Acker Consulting
Services/BCRA (December 22, 2023)

Appendix F - Preferred Alternative Conceptual Field
Layout, BCRA (February 29, 2024)

Appendix G - Preferred Alternative Conceptual
Grading and Stormwater Design, BCRA (February 29,
2024)

Appendix H - Preferred Alternative Cost Estimate,
Bill Acker Consulting Services (February 29, 2024)

Executive Summary - Purpose

SITE INVESTIGATION

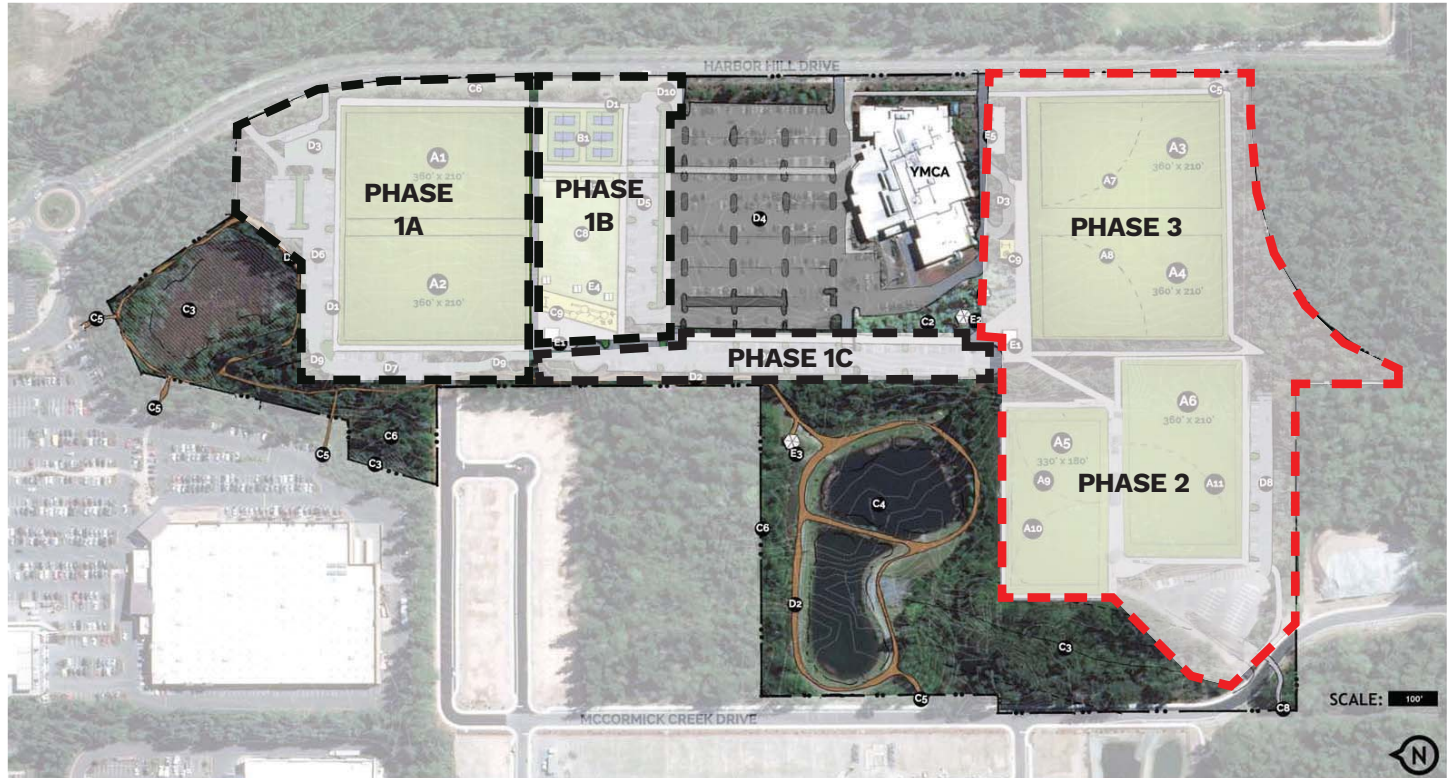
In February of 2023, the City of Gig Harbor engaged BCRA to prepare a feasibility study that assesses the impacts from construction and use of the planned Phase 2 and Phase 3 fields of the Gig Harbor Sports Complex. The goals of the feasibility study for Phases 2 and 3 were as follows:

1. Develop design alternatives and associated cost estimates for Phases 2 and 3. We evaluated capital construction costs only. No O&M costs were included.
2. Receive input from local stakeholders and permitting agencies.
3. Provide a recommendation based on the information gathered.

A master plan for the overall sports complex was produced in 2018 (image to the right). Phase 1A consists of 2 multipurpose fields at the north end of the complex. Phase 1B is a community park which includes public amenities including pickleball courts, a playground, bocce courts, a great lawn with performance stage, and picnic and gathering shelters. Phase 1C is a linear strip to the west of Phase 1B and the existing YMCA parking lot that would provide parking and vehicular and pedestrian circulation between all three phases of the sports complex. Phases 2 and 3 are to be located at the south end of the sports complex (directly to the south and southwest of the Tom Taylor YMCA).

At the time the study began, the YMCA was in the process of designing Phase 1A, and the City was in the middle of the process of designing and constructing Phase 1B. The feasibility study for Phases 2 and 3 would include 3 phases:

1. Site Investigation: This phase would consist of information gathering in the form of observation of existing conditions of the site related to Phases 2 and 3, review of available as-built information to inform the stormwater analysis, research and compilation of GIS and land-use data, a zoning and code summary outlining zoning/land use/municipal code requirements. A trip generation memorandum and parking generation analysis would be performed, as would a critical areas review to identify any potential wetlands or water bodies in Phase 3. Lastly, a geotechnical site reconnaissance



2018 MASTER PLAN FOR GH SPORTS COMPLEX (Source: City of Gig Harbor)

and field exploration would be performed for Phase 2.

2. Alternatives Analysis: In this phase of the feasibility study, BCRA and the City would develop three sports field design alternatives and engage in a series of stakeholder and public open house meetings and city council study sessions, to identify the necessary programmatic elements, solicit public and council feedback on the design, and ultimately narrow down the three alternatives to two alternatives. The phase would culminate with presenting the two remaining alternatives to the city council to request that they select a

preferred alternative to develop in the final phase of the feasibility study.

3. Preferred Alternative Development: A final round of revisions and development of the preferred alternative would be performed. The final feasibility study design package would be compiled. The feasibility study would conclude with recommended next steps for the city. The final goal of the feasibility study would be the adoption of the feasibility study by the City Council, Client and Planning Division Staff.

The following pages represent the documentation

Executive Summary

SITE INVESTIGATION

Client	Jennifer Haro, Parks Manager Phone: 253-853-8253 Email: JHaro@gigharborwa.gov
Project Facilitator	Eric Streeby / BCRA estreeby@bcradesign.com
Site Description	An irregularly shaped group of 4 parcels. Parcel #4002470030 is bounded by Harbor Hill Drive on the east and south, and the YMCA property to the north. Parcel #0222312013, the existing Penlight Fields, is bounded by McCormick Creek Drive to the west, and an existing single-family residential neighborhood to the south. Parcels 0222312019 and 0222313074 are City-Owned Parcels which will not be significantly impacted by the development of the project scope.
Parcel #'s	0222312013, 4002470030, 0222313074, 0222312019:
Design Team	BCRA 2106 Pacific Avenue, Suite 300 Tacoma, WA 98402 Landscape Architect: BCRA // Eric Streeby estreeby@bcradesign.com Civil Engineer: BCRA // Andrew Cirillo acirillo@bcradesign.com
Consultant	Environmental Consultant Grette Associates Chad Wallin, Biologist ChadW@gretteassociates.com Traffic Consultant PH Consulting Pablo Para, PE, PTOE pablo@phtraffic.com Cost Estimating Consultant Bill Acker, Cost Estimator fargwatt@harbornet.com Geotechnical Consultant Kleinfelder, Inc. / Marcus Byers, Geotechnical Engineer MByers@kleinfelder.com

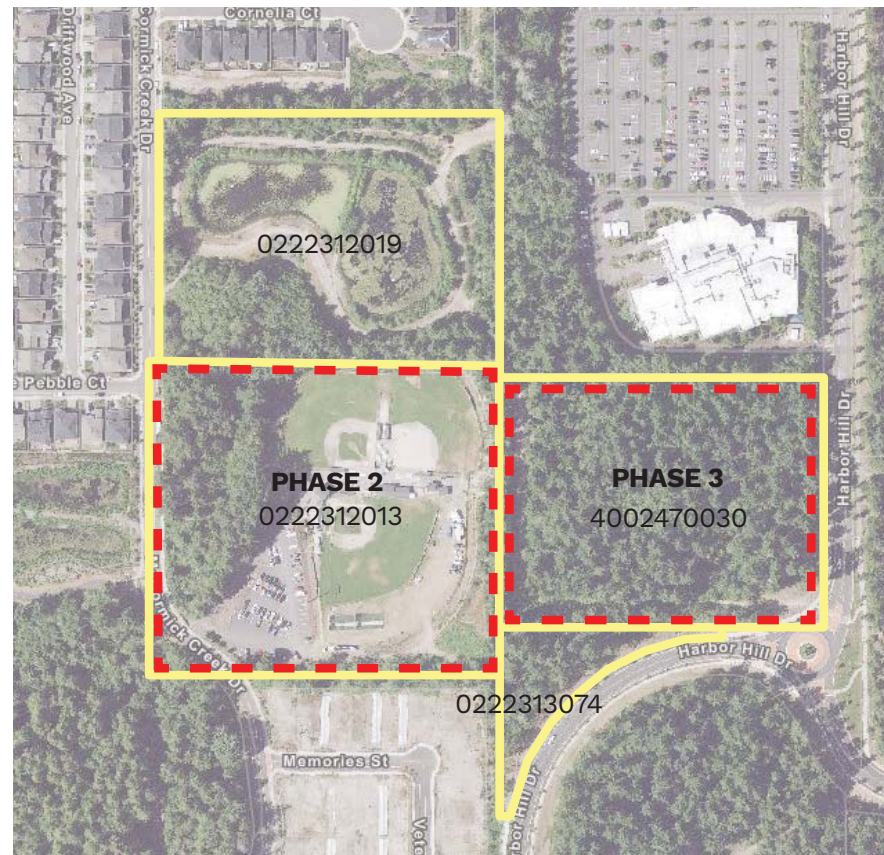
Project Description

Phase 2

Replacement of three existing grass fields (Peninsula Light Fields) at 10303 McCormick Creek Drive (Pierce County Parcel #0222312013), with synthetic turf all-purpose fields.

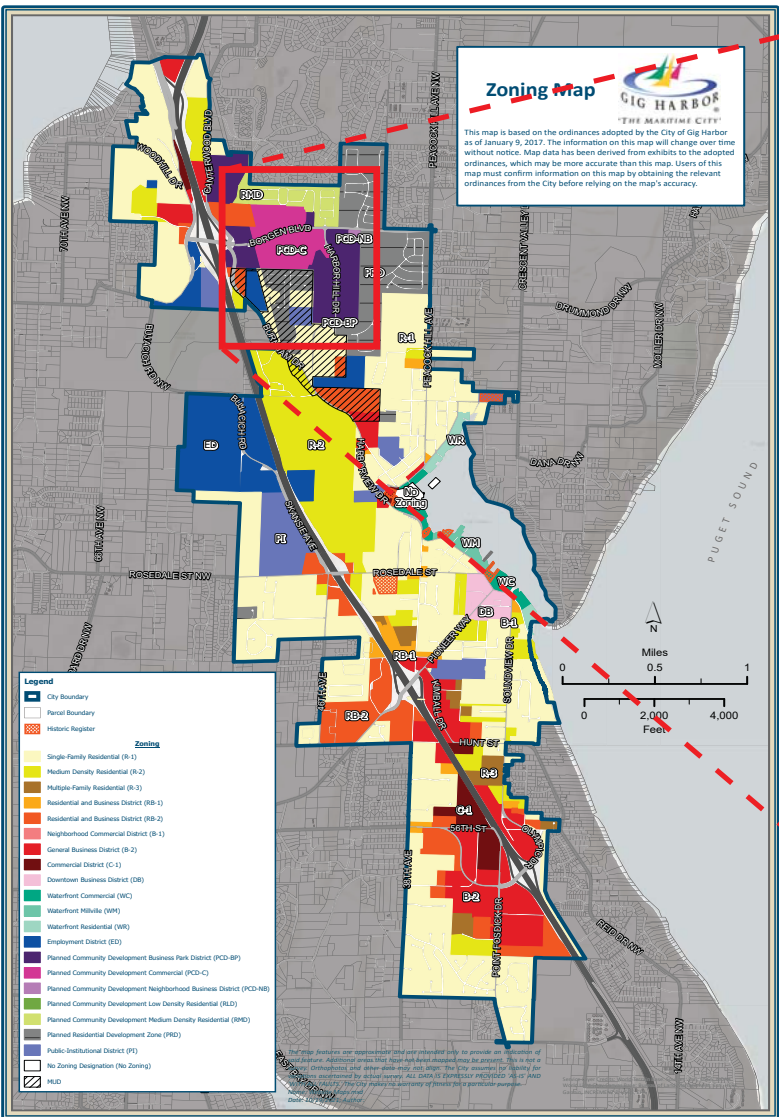
Phase 3

Two additional lighted synthetic turf fields on two undeveloped parcels (located just east of Phase 2) at 10310 Harbor Hill Drive (Pierce Count Parcel #4002470030 and 0222313074).

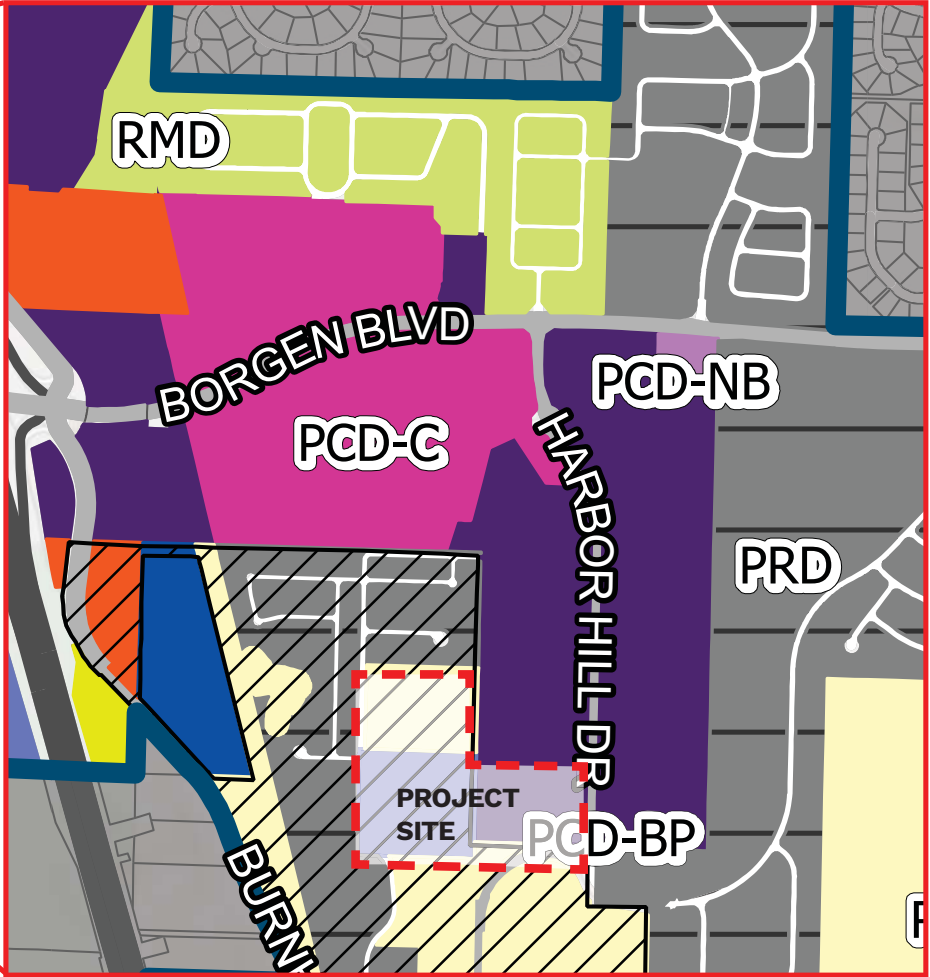


VICINITY MAP (Source: BCRA)

Land Use / Zoning Map
SITE INVESTIGATION



ZONING MAP (Source: City of Gig Harbor)



ZONING MAP LEGEND

PCD-C Planned Community Development Commercial	R-1 Single-Family Residential
PCD-BP Planned Community Development Business Park	MUD Mixed Use District Overlay
PI Public Institutional District	Project Site - Planned Rezone to PI by end of 2024

Land Use and Zoning Summary

SITE INVESTIGATION



Following is a Land Use and Zoning Summary, produced at the beginning of the feasibility study in March of 2023. A notable change that occurred in the alternatives analysis phase of the project is that the decision was made to rezone parcels 0222313074 and 4002470030 to PI (Public-Institutional District) by the end of 2024. These items are highlighted in **magenta** text for reference. The setbacks shown on the alternatives in this feasibility study reflect the required setbacks based on this initial land-use/zoning summary.

Site Data:

Section 31 Township 22 Range 02 Quarter 31 : W 1/2 OF NE OF SW (INCL 2.76+- REC WETLAND & BUFF #9411020163 L2/94 FD) EXC S 900 FT THEREOF & S 180 FT OF W 1/2 OF SE OF NW EASE OF RECORD FORMERLY TCO 27-526 DC121101MJ;

Section 31 Township 22 Range 02 Quarter 31 Plat BUSINESS PARK AT HARBOR HILL LOT 3 EASE OF RECORD OUT OF 02-22-31-1-008, 2-040 & 3-043 SEG 2006-1182 JU 6/1/06JU;

Section 31 Township 22 Range 02 Quarter 31 E 1/2 OF NE OF SW EXC N 1/2 OF NE OF NE OF SW TOG/W THAT POR OF E 1/2 OF SE OF SW LY ELY OF GIG HARBOR LONGBRACH CO RD EXC S 660 FT THEREOF TOG/W THAT POR OF W 50 FT OF N 330 FT OF S 660 FT OF E 1/2 OF SE OF SW LY E OF GIG HARBOR LONGBRANCH CO RD TOG/W SW QTR OF SE QTR EXC S 660 FT THEREOF ALSO EXC E 990 FT EXC THAT POR OF PROP CYD TO CY OF GIG HARBOR FOR R/W PER ETN 4425313 ALSO EXC THAT POR LY SLY OF SD R/W OUT OF 02-22-31-3-044 SEG 2017-0430 JP 04/26/17 JP

Section 31 Township 22 Range 02 Quarter 24 W 1/2 OF SE OF NW EXC N 660 FT THEREOF & ALSO EXC S 180 FT THEREOF EXC POR CYD TO CY OF GIG HARBOR PER ETN 4272842 EASE & RESERV OF RECORD SEG F 2382 DC00259474 8/31/12 KG

Area:

Parcel 0222312013 - 396,832 sq. ft. / 9.11 acres;
Parcel 4002470030 - 307,969 sq. ft. / 7.07 acres;
Parcel 0222313074 - 46,514 sq. ft. / 1.068 acres
Parcel 0222312019 - 302,306 sq. ft. / 6.94 acres

Address

10303 McCormick Creek Drive;
10310 Harbor Hill Drive;
Unassigned
Unassigned

Parcel ID #:

0222312013;4002470030;0222313074;
0222312019

Zoning

0222312013: Public-Institutional District (PI)
4002470030: Planned Community Development
Business Park (PCD-BP)
(will be rezoned to PI by end of 2024)
MUD Overlay
0222313074: Single-Family Residential (R-1)
(will be rezoned to PI by end of 2024)
0222312019: Public-Institutional District (PI)

Adjacent (N): Single-Family Residential (R-1)
Planned Community
Development
Business Park (PCD-BP)
MUD Overlay
Adjacent (S): Single-Family Residential (R-1)
MUD Overlay
Adjacent (E): Planned Community
Development Business Park
(PCD-BP)
Adjacent (W): Planned Residential
Development (PRD)
MUD Overlay

Overlay Zone/District

Gig Harbor North Activity Center (partial coverage)
Mixed Use District (partial coverage)
Adjacent to visually sensitive parcels intersecting
enhancement corridors?

Permitted Uses:

Parks are a permitted use per 17.14.020; however, footnote 24 states:
“Permitted and conditional uses in the MUD district overlay are subject to the minimum parcel size and location requirements contained in GHMC 17.91.040(A).”

17.91.040(A)(2) states, “No parcel less than 10 acres shall be developed with nonresidential uses, except where the parcel is contiguous to a developed or planned business or commercial area.”

Land Use Review:

Design review (17.98.030)
Major site plan review, Type II (17.96.030(B)(1))
*Processes may add as design is developed

Development Standards:

Chapter 17.15 Public-Institutional District (PI)

Height: 35 feet (17.15.060)

Residential Buffer: Any yard abutting a residential development shall be required to maintain a dense vegetated screen not less than 50 feet (17.15.050)

Parking: Parking is not permitted in the side yards. Parking in front and rear yards is permitted; provided, that a minimum landscape buffer equal to one-half the required yard is provided. In rear yards, a dense vegetative screen shall be provided between the parking area and any adjacent residence (17.15.070).

Design: All design and development standards contained in Chapter 17.99 GHMC are applicable in the PI district.

Chapter 17.16 Single-Family Residential (R-1)

Height: 35 feet (17.16.070)

Front Setback: 20 feet (17.16.060(C)(Footnote 3))
Rear Setback: 30' feet
Side Setback: 8 feet

Max Surface Cov.: 40%

Min. Street Front.: 20'

Design: All development shall conform to the applicable design standards contained in Chapter 17.99 GHMC (17.16.100(A)).

Chapter 17.54 Planned Community Development Business Park (PCD-BP)

Category I use (17.54.025(A)(4))

Height: 35 feet (17.54.030(F))

Setbacks: No structure shall be closer than 150 feet to any residential zone or residential development and closer than 50 feet to any street or property line. Parking shall not be located any closer than 40 feet to any residential zone or residential development, and closer than 30 feet to any street or property line. (17.54.025(B)(1))

Open Space: A minimum of 20 percent of the site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping. (17.54.025(C))

Design: Development in the PCD-BP district shall conform to the design and development standards contained in Chapter 17.99 GHMC. (17.54.025(M))

Chapter 17.91 Mixed Use District Overlay

Height: 35 feet (17.91.040(F)(2))

Max Coverage: 45% (17.91.040(F)(3))

Front Yard: 15 feet (17.91.040(F)(1))
Side Yard: 5 feet, unless zero lot line
Rear Yard: 15 feet

No parcel less than 10 acres shall be developed with nonresidential uses, except where the parcel is contiguous to a developed or planned business or commercial area. (17.91.040(A)(2))

Where phased development is proposed for a parcel of 10 acres or greater and where the first

Land Use and Zoning Summary (Cont'd)



SITE INVESTIGATION

phase is less than 10 acres, the remaining portion of the parcel reserved for future development shall be committed to residential or nonresidential uses. (17.91.040(A)(3))

Buffer: 17.91.040(D)

D. Separation of Uses/Transition Buffers. To ensure that different land uses are adequately separated, the following transition buffers and setbacks shall be used:

1. Buffers Separating New Businesses from Existing Residential Uses. A business or nonresidential use must meet the following standards where it is adjacent to property which is either developed or planned for residential use in addition to the zone transition standards defined in GHMC 17.99.180:

a. A minimum 35-foot setback from any property shared with a residential site.

b. Landscaping forming a dense vegetative screen or retention of existing native vegetation within required buffer areas equal to the minimum setback.

c. No parking shall occur within a required buffer.

Design: Design. Development in the MUD district shall conform to the design and development standards contained in Chapter 17.99 GHMC. (17.91.040(F)(9))

Chapter 17.72 Off-Street Parking and Loading Requirements

Quantity: Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed. (17.72.030)

Chapter 17.78 Trees, Landscaping, and Screening

Perimeter Landscaping: "perimeter areas shall be landscaped with trees, shrubs, and groundcover. The required area of perimeter landscaping shall be at least the depth of the required yard or setback area" (17.78.070)

Tree Retention: All significant trees as defined in GHMC 17.99.590 shall be retained. These trees can be applied towards all or some of the trees required to be retained by GHMC 17.99.240(D). Retention of other existing vegetation for landscaping is strongly encouraged; however, it must be equal to or better than available nursery stock. (17.78.070(A)(2)(a))

*Design Manual states that 25% of significant trees should be incorporated into required landscaping and retained indefinitely (17.99.240(D))

Design Standards: Design standards apply

17.99.170 Zone transition standards
"Zone transition standards do not apply to development that is permitted under the development standards of the opposing zone or between zones that collectively fall under any one of the following zoning district categories." (17.99.170)

Site Analysis

SITE INVESTIGATION

Existing Conditions

Following is a brief summary of the existing site conditions within the project scope area, documented during the site investigation phase at the beginning of the feasibility study. This description is not exhaustive, but represents a summary of the key recorded observations regarding the site in its existing state.

Phase 2

The Phase 2 site, consisting of parcels 0222312013 and a small portion of 0222312019, is the current site of the Gig Harbor Little League fields, which consist of grass ballfields, an asphalt parking lot accessed from McCormick Creek Drive, a paved area between the fields with concessions, restroom, tower, historic umpire shack, and mechanical buildings, as well as batting cages and bullpens. McCormick Creek runs through a sloped, wooded ravine to the west of the fields. To the north of the fields on parcel 0222312019 is a stormwater pond with a walking trail which is used by the public for recreation and exercise. There is an existing trail with boardwalk which leads from the west edge of the parking lot out to McCormick Creek Drive.

Investigation of the existing Phase 2 fields revealed that, while there are a small number of under-drain pipes crossing the field, the existing fields lack a full under-drainage system. A stormwater ditch has been constructed along the outfield of all three existing fields. The existing pipes under the existing field daylight into this stormwater ditch, which drains to McCormick Creek on the northwest portion of the site.

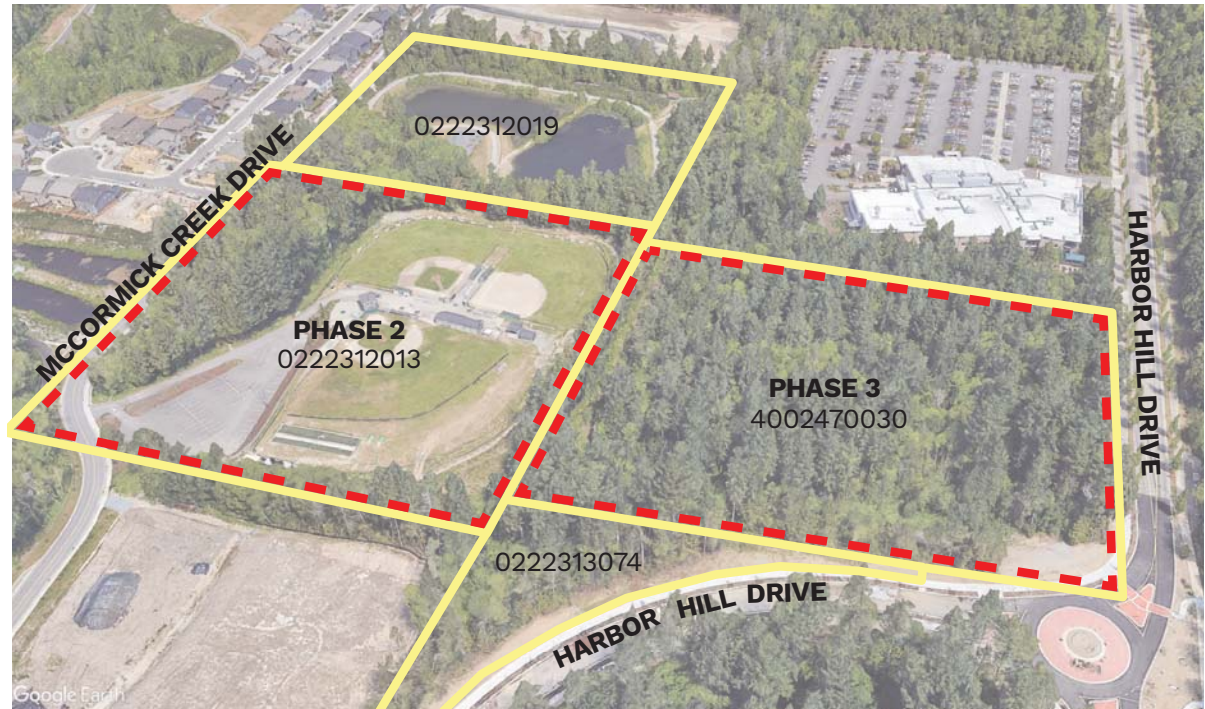
With the Phase 2 Fields being at a lower elevation than the Phase 3 site, a significant topographical feature is a steep slope/escarpment along the eastern edge of the Phase 2 fields which is a product of the original excavation to build the fields.

The existing Phase 2 Field restrooms are on a septic system - there is an existing drain field at the southeast corner of Parcel 0222312013.

Phase 3

The Phase 3 site (parcel 4002470030) is a largely undeveloped wooded area consisting mainly of Douglas Fir, Western Red Cedar, Red Alder, and Big-leaf Maple. There is a utility easement with an unpaved maintenance path which is informally used as a public walking trail running through the southern and western edges of the parcel. The path connects to Harbor Hill Drive on its east end. The path also connects to the Phase 2 parking lot on its west end. The portion of the trail that runs north-south, connects to parcel 0222312019 and loops around the existing stormwater pond.

The overall topography of the parcel slopes from the high point at the northeastern portion of the site to the low point at the southwestern portion of the site, consisting of approximately 20 feet of grade change.



BIRDSEYE: PARCELS INCLUDED IN FEASIBILITY STUDY (Source: BCRA/Google Earth)

Key Adjacencies

Parcel 0222312013 (Phase 2) is flanked by McCormick Creek Drive to the west and a single-family residential development to the south, and Parcel 0222312019 which contains the stormwater pond to the north.

Parcels 400270030 and 0222313074 (Phase 3) are flanked by Harbor Hill Drive to the east and south. Parcel #4002470030 is flanked by the Tom Taylor YMCA property to the north. Parcel #0222313074 is also flanked by the single family residential neighborhood to the west.

The exhibits on the following pages include an exhibit developed during the site investigation phase that summarize the existing site conditions, photos documenting existing site conditions, and an exhibit that summarizes some of the key opportunities and constraints identified during the site analysis phase of the feasibility study.

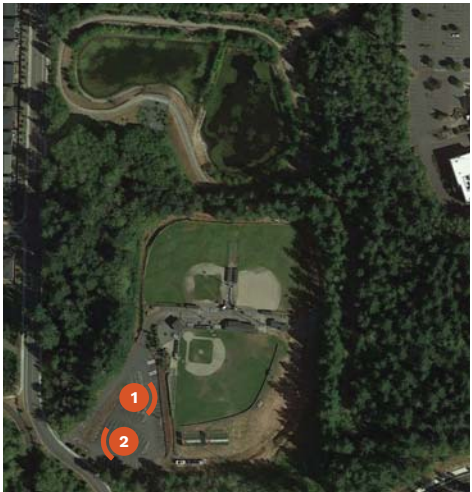
Site Analysis
SITE INVESTIGATION



SITE ANALYSIS DIAGRAM (Source: BCRA)



Site Photos
SITE INVESTIGATION



KEY MAP
Not to Scale



1 Phase 2 Parking Lot Panorama Facing East Showing Grade Change at Baseball Field Edge



2 Phase 2 Parking Lot Panorama Facing SW-NW

Site Photos

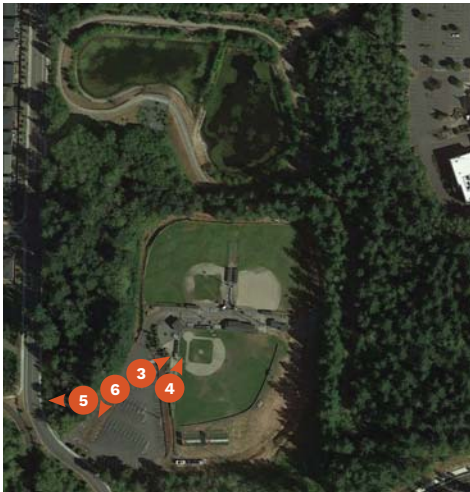
SITE INVESTIGATION



3 Timber Stairs Leading from Parking Lot to Fields



4 Paved Area with Bleachers Behind Backstop to West of Large Baseball Field



KEY MAP
Not to Scale



5 Boardwalk Trail Between Parking and McCormick Creek Drive



6 View Looking Southwest at Driveway to McCormick Creek Drive

Site Photos
SITE INVESTIGATION



7 Maintenance Drive Access at SE Parking Lot



8 Maintenance Drive Access at NW Parking Lot



KEY MAP
Not to Scale



9 Phase 2 Stormwater Ditch at Outfield

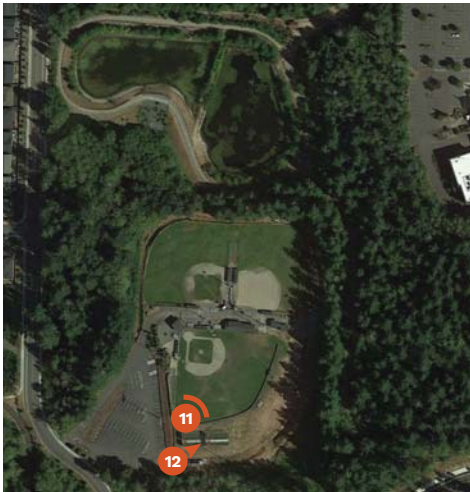


10 Phase 2 Small Ball field Outfield

Site Photos
SITE INVESTIGATION



11 Panorama of Large Baseball Field



KEY MAP
Not to Scale



12 Existing Batting Cages

Site Photos
SITE INVESTIGATION



13 Harbor Hill Drive Facing North



14 Harbor Hill Drive Roundabout Facing Southeast



KEY MAP
Not to Scale



North



15 Existing Trail in Utility Easement Facing East



16 Stormwater Pond Panorama

OPPORTUNITIES AND CONSTRAINTS DIAGRAM (Source: RCRA)

OPPORTUNITIES AND CONSTRAINTS DIAGRAM (Source: BCRA)

Opportunities and Constraints

SITE INVESTIGATION

Summary

Through the preliminary site investigation and information gathering process, several site characteristics and elements were identified which had the potential to impact and/or influence the design. Some of these were contextual factors to consider as the design progresses, some were physical realities that the design needed to respect, and some are opportunities that this site revealed which could enhance the functionality of the design.

Opportunities

1. Taking advantage of the existing baseball fields which had already been graded flat presented a clear opportunity to minimize the necessary excavation and grading required to upgrade the Phase 2 baseball fields.
2. The adjacency of the Tom Taylor YMCA to the north of Phase three presented an opportunity leverage the existing access off of Harbor Hill Drive to the rear of the YMCA to create a potential drop off area at the north side of Phase 2.
3. The high ground at the northeastern portion of the Phase 2 site was identified as a logical location for parking accessed direction off of Harbor Hill drive.
4. The existing utility easement maintenance trail along the south and west portions of Phase 2 presented a clear opportunity to upgrade these trails to a vehicular access drive that could provide vehicular/maintenance/fire access and/or parking in the interior portion of the site.
5. The approximate midpoint of the south edge of Phase 2 adjacent to the stretch of Harbor Hill Drive that runs southwest was seen to have potential to become an additional point of access to the Phase 2 fields.
6. Pedestrian connections between Phase 2 and Phase 3 would provide critical routes for pedestrian flow throughout Phase 2 and Phase 3, enhancing visitors' use of the entire site.
7. It was noted that the existing large baseball field in Phase 2 was not a full-sized baseball field, and the potential for expansion of the baseball field was noted.
8. The proximity of the Cushman Trail to the existing Phase 2 parking lots provides a unique opportunity to connect pedestrians using this regional trail to the site, and opens up a safe pedestrian and bike route to other offsite parking areas.
9. The presence of a blind corner at the location where McCormick Creek Drive bends at the Phase 2 parking lot driveway revealed an opportunity to enhance safety of cars exiting the parking lot onto McCormick Creek Drive, by relocating the parking lot entry further southeast.
10. An area of unutilized space in the Phase 2 parking lot made it apparent that re-striping of the lot might regain a number of parking stalls.

Constraints:

1. The wooded ravine at McCormick Creek presented a clear limitation to the develop-able footprint of the site.



Steep slopes/escarpment between Phase 2 and Phase 3 and at parking lot (source: BCRA/Google Earth)

2. There were a large number of utilities, existing buildings and infrastructure running east-west, bisecting the Phase 2 Fields that present a clear constraint since it would likely be cost-prohibitive to relocate all the utilities.
3. The utility easements and storm infrastructure running through Phase 3 presented a potential constraint to how much grading work could be done through these portions of the site without significant cost impacts.
4. The existing steep slopes separating Phase 2 and Phase 3, as well as the steep slope separating the Phase 2 parking lot from the large baseball field were a topographical constraint that would have to be considered as the design progressed.
5. With over 20 feet of grade change across the Phase 2 site, it was recognized early on that a significant amount of grading, and potentially retaining walls would be required to construct sports fields in Phase 2, which would be a major driver of cost for the project.



Existing Phase 3 Trails (source: BCRA/Google Earth)

Infiltration Feasibility Study

SITE INVESTIGATION

As identified in the feasibility study scope, Kleinfelder Engineers was engaged to perform an infiltration feasibility study for the Phase 2 Fields.

In short, the study concluded that stormwater systems for the site be based on infiltration rates of .01 inches/hour or less, and that provisions be made for handling and disposing of stormwater that does not infiltrate.

Following is the summary letter. The infiltration feasibility study in it's entirety is also included as Appendix A of this feasibility study:





August 16, 2023
Kleinfelder Project No. 24000835.001A

Eric Streeby, PLA
Associate
Landscape Architect
BCRA Design
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

**Subject: Infiltration Feasibility Study
 Peninsula Light Fields
 10303 McCormick Creek Drive
 Gig Harbor, WA 98332**

Dear Mr. Streeby:

This letter summarizes Kleinfelder’s infiltration feasibility study performed in support of the proposed Peninsula Light Field Improvements project at 10303 McCormick Creek Drive in Gig Harbor, Washington. We based our scope of services on our proposal titled “Revised Proposal for Geotechnical Engineering Services, Gig Harbor Sports Complex Phase II & III Feasibility Study, 10303 McCormick Creek Drive and 10310 Harbor Hill Drive, Gig Harbor, Washington” dated April 19, 2023. The following sections summarize our findings and conclusions.

FIELD EXPLORATION AND LABORATORY TESTING

Field explorations consisted of excavating two test pits, designated TP-1 and 2, to depths of about 6½ feet below the existing ground surface. Test pits were excavated southeast of the existing ballfield in a gravel surfaced area at locations selected by the City of Gig Harbor. The coordinates were estimated using a handheld GPS for plotting on the Site and Exploration Map, which should be considered approximate. The Vicinity Map, Figure 1, presents the project location and the Site and Exploration Map, Figure 2, presents the locations of the test pits.

Excavation was performed using a Kubota KX040-4 equipped with a toothed digging bucket, owned and operated by John Nichols Excavating operating under subcontract to Kleinfelder. A Kleinfelder EIT observed and logged the test pit excavations and collected samples for further examination and testing in our laboratory in Redmond, Washington. Samples were collected at various depths based on observed stratigraphy. Soil density was estimated based on the observed excavation conditions and relative effort of the excavator. Laboratory testing consisted of nine natural moisture content tests, five sieve analyses, and two hydrometer analyses. Appendices A and B present Test Pit logs and laboratory test results, respectively.

24000835.001A/SEA23L157277
© 2023 Kleinfelder

Page 1 of 3

August 16, 2023

KLEINFELDER 14710 NE 87th Street, Suite 100, Redmond, WA 98052 p | 425.636.7900

Infiltration Feasibility Study, (cont'd)

SITE INVESTIGATION



GEOLOGIC AND SOILS MAPS

The Puget Lowland is characterized by a dynamic landscape that has been shaped primarily by continental glaciations, tectonic activity, and volcanism. Multiple phases of Pleistocene regional glaciation during the Fraser Glaciation have greatly influenced the modern topography and geology of the Puget Lowland, including Gig Harbor. The surficial soil units are derived predominantly from the latest glacial episode, the Vashon Stade of the Fraser Glaciation. Surface topography in the Puget Lowland is generally marked by north-south oriented ridges and valleys formed by glacial scouring, which were subsequently altered by post-glacial erosion and deposition. Surficial glacial deposits in the Gig Harbor area generally consist of glacial till, though the till is mantled in some areas by recessional outwash and/or recent alluvium. The 1:100k Surface Geology Map from the Washington Department of Natural Resources Geologic Information Portal indicates the site is underlain by Vashon Glacial Till.

The USDA Natural Resources Conservation Service Web Soil Survey map indicates that the site is underlain by Map Unit 16C, Harstine gravelly ashy sandy loam, 6 to 15 percent slopes. Per the City of Gig Harbor Stormwater Management and Site Development Manual, Appendix III Table B.5, this corresponds to Soil Hydrologic Group C, with moderately high runoff potential and an estimated 0.05 to 0.15 inches per hour infiltration rate.

SOIL AND GROUNDWATER CONIDITIONS

Soils encountered in the test pit explorations were consistent with the referenced geologic map and consisted of approximately 3½ feet of fill / reworked glacial till overlying weathered glacial till. Except for the gravel surfacing, we interpreted the upper 3½ feet to consist of native soils likely placed and/or disturbed during original site grading for the ballfields. Below this, soils transitioned to a weathered glacial till consisting of silty sand with gravel and silty sand. We estimate the glacial till to be medium dense to dense and lab testing indicated 26 to 28 percent fines.

Groundwater seepage was not observed in our test pit explorations. Excavation was performed during the dry summer season and perched layers of groundwater may develop seasonally, particularly over layers of unweathered glacial till.

INFILTRATION FEASIBILITY

We evaluated infiltration feasibility based on geologic conditions, Soil Hydrogeologic Group, and soil grain size and density. In general, glacial till soils are very poor infiltration receptors due to density (compactness) and fines content. Infiltration rates measured in glacial till soils by means of Pilot Infiltration Tests are typically less than 0.1 inch / hour.

Based on the City of Gig Harbor Stormwater Management and Site Development Manual, grain size testing is only appropriate for estimating infiltration rates for Hydrogeologic Group A soils, a criterial the site soils do not meet. We concur with this limitation, and it is our opinion that grain size methods would significantly overestimate the infiltration rate for the soils encountered in the test pits.

We recommend that preliminary stormwater system design be based on infiltration rates of approximately 0.1 inch / hour, or less, and that provisions be made for handling and disposing of stormwater that does not infiltrate. There is a potential that some areas of the site are underlain by a mantle of recessional outwash that would have a higher infiltration rate. However, the outwash would

be underlain by glacial till and therefore would likely have a low long-term infiltration capacity. Kleinfelder can perform additional explorations as part of a supplemental scope of services, if desired.

GEOLOGIC HAZARDS

Due to the relatively level site grades and soil conditions, we estimate the landslide, erosion, and seismic hazards at the site to be low.

LIMITATIONS

This work was performed in a manner consistent with the level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions, and at the date the services are provided. Our conclusions, opinion, and recommendations are based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no other representation, guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This report may be used only by the Client and the registered design professional in responsible charge and only for the purposes stated for this specific engagement within a reasonable time from its issuance, but in no event later than two (2) years from the date of the report.

CLOSING

We trust that this report serves your needs at this time. If you have questions regarding our professional services or need additional information, please contact our office at (425) 636-7900.

Sincerely,

KLEINFELDER

Panutad Kuwijitsuwana, EIT (WA)
Geotechnical Engineer



Marcus Byers, PE, P.Eng
Principal Geotechnical Engineer
Senior Project Manager

- Attachments:
- Figure 1: Vicinity Map
 - Figure 2: Site and Exploration Map
 - Appendix A: Test Pit Logs
 - Appendix B: Laboratory Testing

Environmental Assessment

SITE INVESTIGATION

As identified in the feasibility study scope, Grette and Associates was engaged to perform a reconnaissance of the Phase 3 project site for the presence of wetlands, and evaluate any found wetlands in accordance with the U.S.A.C.E. Federal Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0) (2010), and Chapter 18.08 of the Gig Harbor Municipal Code (GHMC). In addition, Grette would visually investigate the areas within 300 feet surrounding the project sites for the presence of wetlands. Lastly, they would perform an assessment to identify any features that would be classified as a natural water according to WAC 222-16-030 and Chapter 18.08 of the GHMC.

As a result of their site reconnaissance, Grette did not identify any wetland or stream features on or within 300 feet of the Phase 3 site.

The infiltration feasibility study in it's entirety is included as Appendix B of this feasibility study. Following is the summary letter.





Grette Associates

ENVIRONMENTAL CONSULTANTS

TECHNICAL MEMORANDUM

Prepared for: Eric Streeby, PLA
BCRA Designs
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

June 7, 2023

Prepared by: Grette Associates^{LLC}
2709 Jahn Ave. NW, Ste. H5
Gig Harbor, WA 98335-7999

File No.: 388.008

Re: Gig Harbor Sports Complex – Phase 3 Feasibility Site Investigations

1 INTRODUCTION

Grette Associates (Grette) is under contract with BCRA to assist with their feasibility study for the Phase 3 improvements for the Gig Harbor Sports Complex project located off Harbor Hill Dr. (Pierce County parcel 4002470030) within the City of Gig Harbor (Figure 1).

The purpose of this technical memorandum is to summarize Grette’s June 2, 2023 site investigation to identify any wetland(s) or stream(s) that would be subject to the development standards defined in Chapter 18.08 of the Gig Harbor Municipal Code (GHMC).

2 BACKGROUND

2.1 National Wetlands Inventory

The U.S. Fish and Wildlife Service’s National Wetlands Inventory (NWI) was queried to determine if previously-identified wetlands are present within 300 feet of the Phase 3 site (USFWS 2023). According to the NWI Interactive Online Mapper, there are no aquatic features mapped by NWI within 300 feet of the Phase 3 site. The nearest features are both located approximately 600 feet from the Phase 3 site to the east and west (Attachment 1).

2.2 State Water Classification System

The Washington Department of Natural Resources’ (WDNR) Forest Practice Application Mapping Tool on-line mapper was queried to identify the water typing of any streams mapped by WDNR (WDNR 2023). According to WDNR, there is a Type F (fish habitat) stream located approximately 600 feet west and a Type F stream located approximately 600 feet east of the Phase 3 site (Attachment 1). The stormwater pond northwest of the Phase 3 site is mapped to be associated with the western stream and is also mapped as a Type F water.

2709 Jahn Ave. NW, Ste. H5

Gig Harbor, WA 98335-7999

Ph: 253.573.9300

Fx: 253.573.9321

1

ENVIRONMENTAL ASSESSMENT (Source: Grette Associates)

Page 160 of 320

Environmental Assessment (cont'd)

SITE INVESTIGATION



2.3 Soil Information

According to the Natural Resources Conservation Service's (NRCS) Web Soil Survey (NRCS 2023), the soils within the Phase 3 site consist of Harstine gravelly ashy sandy loam (6 to 15 percent slopes) which is not classified as a hydric soil (Attachment 1).

3 METHODS

Grette traversed and visually evaluated the Phase 3 site as well as those accessible areas within 300 feet to identify any feature that would meet the definition of a wetland or stream per Chapter 18.08 of the GHMC.

Potential wetland areas were visually evaluated using the criteria defined in the U.S. Army Corps of Engineers (USACE) *Federal Wetland Delineation Manual* (1987) and the USACE's *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)* (2010).

Streams were defined as any feature that would be classified as a natural water according to WAC 222-16-030 and Chapter 18.08 of the GHMC.

4 RESULTS

Upon completion, Grette did not identify any wetland or stream features on or within 300 feet of the Phase 3 site. With the exception of a narrow gravel road which appears to serve as a maintenance road to access the offsite stormwater pond to the northwest, the Phase 3 site is undeveloped and consists of a relatively mature conifer forest typical of the Puget Sound region (Figure 2).

During Grette's site assessment, no vegetation or seasonal hydrology was observed that would suggest potential wetland conditions are present within the Phase 3 site. The vegetation within the Phase 3 site predominantly consists of Douglas fir (*Pseudotsuga menziesii*), western red cedar (*Thuja plicata*), big-leaf maple (*Acer macrophyllum*), and red alder (*Alnus rubra*). Areas beneath the forest canopy predominantly consist of evergreen huckleberry (*Vaccinium ovatum*), salal (*Gaultheria shallon*), cascara (*Rhamnus purshiana*), trailing blackberry (*Rubus ursinus*) and bracken fern (*Pteridium aquilinum*).

Figure 2. General Phase 3 Site Conditions



The site is relatively flat and no obvious depressional areas or similar topography was identified that would suggest potential seasonal wetland hydrology occurs within the Phase 3 site. In

2709 Jahn Ave. NW, Ste. H5 Gig Harbor, WA 98335-7999 Ph: 253.573.9300 Fx: 253.573.9321

3

addition, according to lidar imagery (WDNR 2023) the Phase 3 site does not contain any topographic characteristics that would suggest potential wetland conditions may be present within the forested area.

The only offsite aquatic feature identified within 300 feet of the Phase 3 site is a stormwater pond that is situated approximately 250 feet northwest of the site. Historical aerials show that the pond was built in approximately 2007 during the construction of the Tom Taylor Family YMCA and was designed to manage and retain stormwater that falls within the YMCA facility. According to the historical information provided (Attachment 2), there is an existing wetland feature located north of the Phase 1 site that seasonally discharges through an approximately 700-foot bypass pipe into a small narrow ditch and into the western cell of the stormwater pond (Figure 3). Based on Grette's site observations, it appears that the western cell of the stormwater pond is intended to maintain seasonal hydrology discharge from the northern wetland to wetland areas mapped south of the stormwater pond (Attachment 2) and ultimately towards the Type F stream mapped by WDNR. The eastern cell appears to collect and retain stormwater runoff associated with the YMCA. No visible feature was observed along the divider berm within the stormwater pond to suggest these two cells function together.

Both cells of the stormwater management facility were constructed from uplands for the purpose of managing site stormwater and are not regulated wetlands as defined by GHMC 18.08.

Figure 3. Stormwater Pond Culverts



¹ The photograph left captures the inlet of the stormwater pond culvert that collects wetland discharge from the approximate 700-foot bypass pipe located north of the stormwater pond. The photograph on the right captures the stormwater outlet structure that seasonally discharges to maintain hydrology to the wetland and stream south of the stormwater pond.

5 CONCLUSION

Per Chapter 18.08 of the GHMC, all wetlands and streams shall be identified within 300 feet of a proposed project. No wetlands or streams were identified within 300 feet of the Phase 3 site during Grette's site assessment. The open water feature that is situated within approximately 250 feet of the Phase 3 site is a stormwater pond built during the construction of the YMCA facility. Based on the information provided, while NWI and WDNR do map a stream historically extending through the area where the stormwater pond was constructed, this feature appears to be inaccurately mapped and was not found to be present. More specifically, the provided site plan (Attachment 2) identifies wetlands to the north and south of the stormwater pond but does not identify a stream channel extending through either of these features. Given this information, it

2709 Jahn Ave. NW, Ste. H5 Gig Harbor, WA 98335-7999 Ph: 253.573.9300 Fx: 253.573.9321

4

Environmental Assessment (cont'd)

SITE INVESTIGATION



appears that the stream mapped by NWI and WDNR likely originates south of the stormwater pond and that the construction of the stormwater pond did not include a modification of a natural stream channel.

In addition, the stormwater pond appears to have been constructed from uplands and not in a historical wetland area. According to the NRCS (2023), the historical soils mapped within the area where the stormwater pond was constructed consisted of Harstine gravelly ashy sandy loam (6 to 15 percent slopes) which is not classified as a hydric soil. Furthermore, NWI does not map a historical wetland feature in this area in comparison to the wetlands to the north and south of the stormwater pond and, based on historical aerials, this area appeared to consist of a similar upland forest observed in the Phase 3 site.

Per GHMC 18.08.030, wetlands do not include those features intentionally created from non-wetland areas, including stormwater detention/retention facilities. Based on the information available, the stormwater pond would not be considered a regulated wetland feature under Chapter 18.08 and therefore would not have a buffer extending into the Phase 3 site.

In closing, there are no critical areas (wetlands/streams) situated within the Phase 3 site or any offsite features within 300 feet that would potentially have an associated buffer extending onto the Phase 3 site.

If you have any questions on this memo, please contact me at (253) 573-9300, or by email at chadw@gretteassociates.com.

Regards,

Chad Wallin
Biologist

Traffic Summary

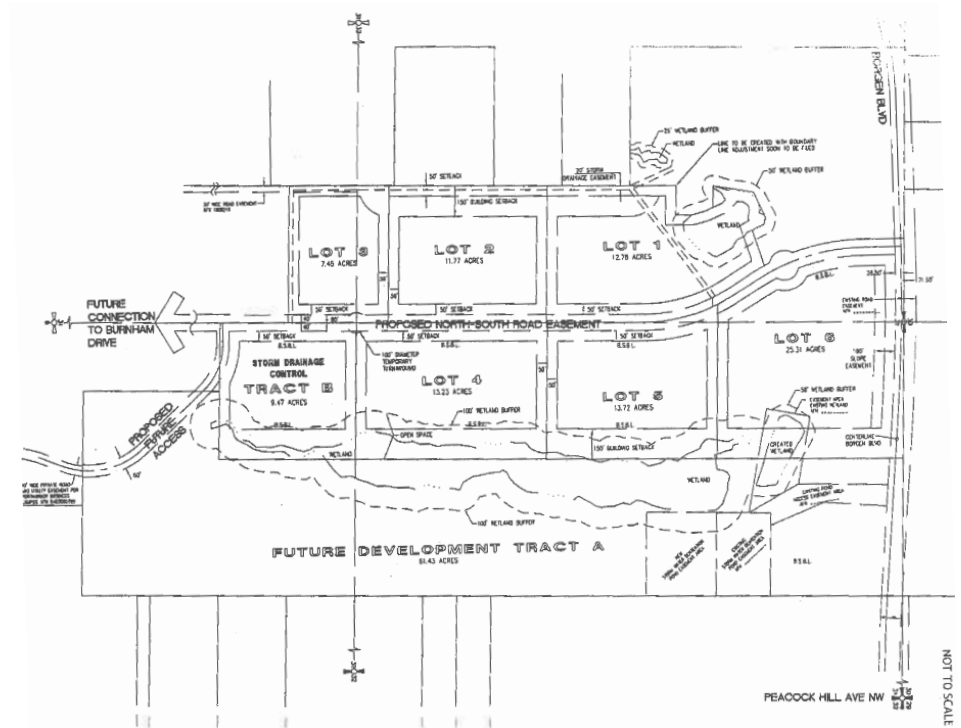
SITE INVESTIGATION

As identified in the feasibility study scope, pH Consulting was engaged to develop a Trip Generation Memorandum for Phase 3 site-related use only. The memo was to reference the previous Harbor Hill Business Park TIA and document the consistency of trips generated by Phase 3. The conclusions and recommendations that came out of the report were as follows:

“Phase 3 of the Gig Harbor Sports Complex is projected to generate up to 63 PM peak hour trips. Based on the originally assigned 167 trips for Lot 3, a balance of 104 trips will remain and offsite traffic impact analysis should not be necessary. Parking demand for the site is estimated to be 104 stalls. Based on this limited trip generation and parking generation analysis we can conclude that the development of Lot 3 as a Soccer Complex consisting of two ballfields is feasible.

We recommend that the next phase of GHSC project development conduct a campuswide traffic analysis evaluating site accesses, internal circulation, comprehensive parking needs, and pedestrian connections. The analysis should include all phases of GHSC site developments and existing related uses.”

The Trip Generation Memorandum in its entirety is included as Appendix C of this feasibility study.



HARBOR HILLS BUSINESS PARK LOT MAP (Source: The Transpo Group)

Stakeholder Meeting #1 Process

ALTERNATIVES ANALYSIS



Stakeholder Meeting #1 Invitees

After the site investigation phase of the project, The City of Gig Harbor identified a group of local stakeholders to engage with in a series of meetings meant to solicit feedback regarding Phases 2 and 3 of the Sports Complex. The stakeholder group consisted of the Gig Harbor Peninsula Youth Sports Coalition, and other stakeholders. The list of identified stakeholders who received invitations to and attended the first stakeholder meeting was as follows:

Amanda Babich
PenMet Parks

Ron Brentin
Gig Harbor Peninsula Youth Sports Coalition, Gig Harbor Little League

Jennifer Butler
Peninsula School District

Christine Hewitson
Gig Harbor Peninsula Youth Sports Coalition

David Kinley
Gig Harbor Soccer

Adrienne Matison
Peninsula School District Community Use

Kyle Munkres
Peninsula Youth Football

Steve Nixon
PenMet Parks

Jessie Palmer
YMCA of Pierce and Kitsap Counties

Michael Perrow
Gig Harbor Peninsula Youth Sports Coalition

Doug Smith
Gig Harbor Parks Commission

The City reached out to the invitees in advance of the meeting with a series of questions regarding the desired programming of the sports complex. The questions included the following:

Initial Questions

What are the requested field sizes/types (for organizations that will be using Phase 2 & 3 Fields)?

What is the minimum outfield distance that is sufficient for level of play– ex: 200’ or 180’for Little League?

Are outfield fences required or desired? (With the phase 2 fields, a couple of configurations might be possible:

- 1. Stick with the existing layout and have outfield fences.
 - 2. Multipurpose fields with backstops at the field corners and with no outfield fences.
- (see A5 field in Phase 2 from 2018 master plan as an example of this condition.

Any other specific levels of play or standards desired aside from Little League? Ex: Pony League? If so, what Pony League levels of play and outfield distances?

Football: Field sizes/types desired – we are assuming 360 x 160 for end zone to end zone, sideline to sideline

Lacrosse: Field sizes/types desired – is 360’ x 180’ Unified Lacrosse layout okay or is there a desire for separate boys and girls fields? If so, what are the desired dimensions for boys and girls fields?

Soccer
Field sizes/types desired – 320 x 190 okay for full size? If not, what is desired full-size footprint?

Youth field sizes desired? If so, what size(s)? 225’ x 150’?

Any other sports not listed here that we need to plan for?

How much parking? How many people typically attend:

- Little League games?
- Football Games?
- Soccer Games?
- Lacrosse Games?

Striping – okay to overlay baseball/softball over football/lacrosse/soccer?

High school size baseball field needed?

Early Design Process

ALTERNATIVES ANALYSIS



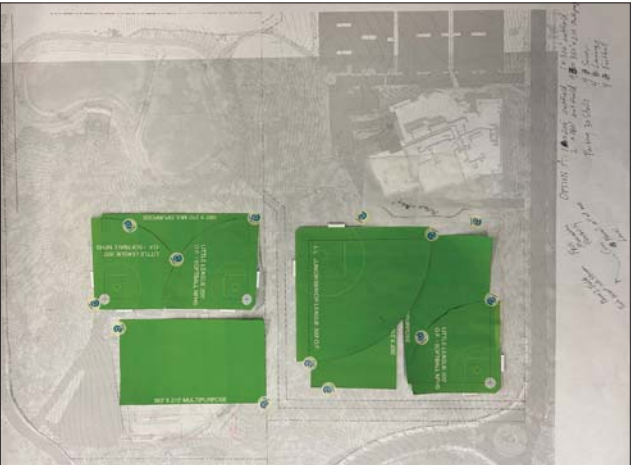
BCRA staff held a preliminary internal charrette to develop preliminary concepts. (Source: BCRA)

Early Design Process

In preparation for Stakeholder Meeting #1, BCRA, using all of the information gathered in the site investigation phase, held an internal, collaborative design workshop/charrette to develop three preliminary conceptual layouts for Phase 2 and 3 (Alternatives ‘A’, ‘B’, and ‘C’). The team looked at different configurations for spatially organizing the athletic programming elements on the site, considering such factors as topography, site circulation, existing utilities,vehicular access drives, access, etc. The alternatives depicted a variety of layouts, programming, parking, etc. with the intention of providing a range of layout options that would allow for a productive dialogue with the stakeholders to identify benefits and/or deficits of each option to inform the progression of the design.

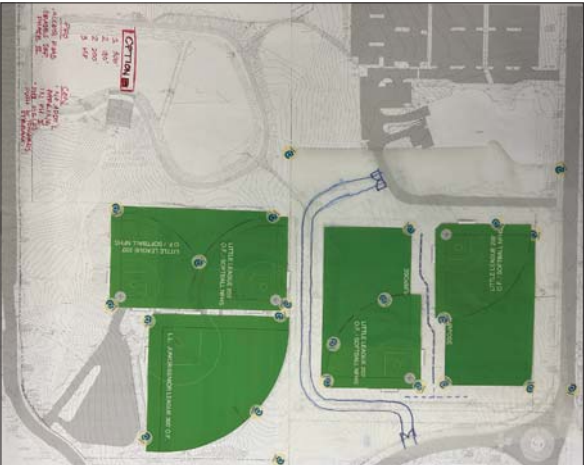
The images below show the first sketches that came out of the charrette, which served as a starting point for each of the alternatives.

The alternatives that were presented in the first stakeholder meeting are shown on the following 3 pages.



Preliminary Design Sketch - Alternative A (Source: BCRA)

Alternative A
This alternative took the approach of maximizing the flexibility of use and programming for both phases by providing multipurpose fields in both phases.



Preliminary Design Sketch - Alternative B (Source: BCRA)

Alternative B
This alternative kept the large baseball field as a dedicated baseball field, and added additional parking in Phase 3 at the expense of a second full-sized multipurpose field



Preliminary Design Sketch - Alternative C (Source: BCRA)

Alternative C
This alternative left the small little league fields largely within their existing footprints, and expanded the larger baseball field. Phase 3 (not depicted in the sketch) included two full-sized multipurpose fields.

Stakeholder Meeting #1 Alternative 'A'

ALTERNATIVES ANALYSIS



FIELD INVENTORY:

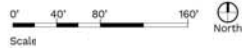
- 1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 1 200' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
- 4 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
- TOTAL BY SPORT:
- 4 BASEBALL/SOFTBALL
- 3 FOOTBALL
- 4 SOCCER
- 4 LACROSSE

PROS:

- PROVIDES SPACE FOR ADDITIONAL PARKING TO THE SOUTH OF PHASE 2 FIELDS
- MAXIMIZES FLEXIBILITY OF USE FOR BOTH PHASES BY INCORPORATING MAXIMUM NUMBER OF MULTIPURPOSE FIELDS STRIPPED FOR MULTIPLE SPORTS
- LARGER CONTIGUOUS AREA OF SYNTHETIC TURF FIELD IN PHASE 3 ALLOWS FOR FULL SIZE BASEBALL FIELD

CONS:

- PHASE 3 GRADING IS ALL AT ONE LEVEL, POTENTIALLY INCREASING HEIGHT OF NECESSARY RETAINING WALLS
- PHASE 2 MULTIPURPOSE FIELDS ENCR OACH INTO RAVINE BEYOND EXISTING BALLFIELD FOOTPRINTS



Stakeholder Meeting #1 Alternative 'B'

ALTERNATIVES ANALYSIS



FIELD INVENTORY:

- 1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 1 200' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
- 2 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
- 1 U-11 SOCCER FIELD
- TOTAL BY SPORT:
- 4 BASEBALL/SOFTBALL
- 2 FOOTBALL
- 3 SOCCER
- 2 LACROSSE

PROS:

- PHASE 3 FIELDS ARE GRADED TO BE ON TWO LEVELS
- MORE BASEBALL/SOFTBALL FIELDS THAN ALTERNATIVE A
- MONUMENT SEATING AT PHASE 3 FIELDS FOR MORE SPECTATOR CAPACITY SIGNIFICANT ADDED PARKING IN PHASE 3
- PROVIDES VEHICULAR CONNECTION BETWEEN EAST AND WEST SIDES OF PHASE 3 FIELDS

CONS:

- MINIMAL ADDITIONAL PARKING IN PHASE 2
- PHASE 2 MULTIPURPOSE FIELDS ENCRUCH INTO RAVINE BEYOND EXISTING BALLFIELD FOOTPRINTS
- LOSS OF MULTIPURPOSE FIELD SPACE DUE TO ADDED PARKING



Stakeholder Meeting #1 Alternative 'C'

ALTERNATIVES ANALYSIS



FIELD INVENTORY:

- 1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
 - 2 200' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
 - 2 UNDERSIZED BASEBALL/SOFTBALL FIELDS WITHIN EXISTING FOOTPRINT
 - 2 360' BY 710' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
- TOTAL BY SPORT:
- 5 BASEBALL/SOFTBALL
 - 2 FOOTBALL
 - 2 SOCCER
 - 2 LACROSSE

PROS:

- MINIMIZES ENCROACHMENT INTO STREAM RAVINE WEST OF PHASE 2 FIELDS
- MORE BASEBALL/SOFTBALL FIELDS THAN ALTERNATIVE A
- FLEXIBLE, PROGRAMMABLE GATHERING SPACE BETWEEN TWO PHASE 3 FIELDS WHICH CAN BE ORIENTED TOWARDS WEST OR EAST FIELDS
- STAYING LARGELY WITHIN EXISTING PHASE 2 FOOTPRINT MINIMIZES PHASE 2 EARTHWORK
- PROVIDING FIELDS EXCLUSIVELY FOR LITTLE LEAGUE SIMPLIFIES FIELD STRIPING COMPLEXITY AND NEED FOR RECONFIGURING FIELD EQUIPMENT/ GOALS, ETC., AS USE CHANGES THROUGHOUT THE YEAR

CONS:

- MINIMAL ADDITIONAL PARKING IN PHASE 2
- 2 BALLFIELDS IN PHASE 2 REMAIN UNDERSIZED
- PHASE 3 GRADING IS ALL AT ONE LEVEL, POTENTIALLY INCREASING HEIGHT OF NECESSARY RETAINING WALLS
- PHASE 2 FIELDS LACK FLEXIBILITY PROVIDED BY MULTIPURPOSE FIELDS



Stakeholder Meeting #1 Feedback

ALTERNATIVES ANALYSIS

The following notes summarizing the discussion items and feedback were recorded in the meeting:

1. Parks commissioner likes the parking shown in Alternate B
2. Want to include the parking along McCormick Creek within the parking calculations done for the site
3. Will this connect to the sewer or stay with a drain field? Sewer connection
4. Desire to see batting cages, there are currently a few but they need to be shown (new or retained)
5. Alternate B - Soccer likes the large ball field, could fit a 4v4, 7v7 or maybe a 9v9 soccer game on it.
6. Make sure to show the Cushman Trail and the trail that runs across the stream in the wetland. May want to include passive recreation trail
7. Concern about Alternate B's impact to the concessions stand.
8. Potential desire to see parking in the Triangle parcel
9. Soccer wants spectator seating only on one side of the field to provide separation from teams and spectators
10. Would like to see anticipated parking numbers
11. Drive through drop off was a big hit (referenced Sehmel and Phase1A as good examples)
12. Diffuse Parking with multiple access points was popular
13. Little league would like to retain the tower element (storage, office, announcers) could be rebuilt or retained
14. Liked having a larger baseball field however, Alternate A would eliminate 2 multipurpose fields if it were in use
15. School district has negative experiences with portable fences (probably unavoidable) they are hard to set up, bulky, and require storage
16. Desire to see pro-forma given to council to help support the cost offset and justification for maintenance staff
 - a. Look at rentals and concessions proceeds
17. Is there a way to account for local users walking to the site rather than driving and parking
18. Want to include offsite parking - Shared parking agreement with Harbor Christian

19. Don't design around buses
20. Want this to be a family friendly gathering space.
21. Turf fields have a design life of around 10 years and should be included in the pro-forma
22. Will the cost estimate include EV charging?
23. Grade separating the fields in Phase 3 would reduce crossfire of balls between the fields.
24. Soccer should use FIFA standards for field size - 105m x 68m (344ft x 223ft)
25. One person expressed a preference for Phase 2 of Alternative B with expanded baseball/softball field which would be largely dedicated to baseball/softball but would also include some smaller soccer/practice fields:
26. It was mentioned that these options do not include the batting cages that would be displaced by expanding the baseball field outward. Future iterations of the design will strive to account for batting cages
27. It was mentioned that soft surface/active trails should be included in future iterations of the design(s).
28. It was mentioned by Harbor Soccer that the desire is to not have spectators on the same side of the field as the team.
29. It was suggested that the possibility of included parking in the remnant triangular parcel could be explored.
30. It was brought up multiple times that before putting these three options to city council some information about the various cost drivers between each field option should be part of what is given them to help them make a decision. Example: The Phase 3 options where both of the fields are on the same level is the highest cost option, whereas the Phase 3 options with the stepped fields is lower cost due to less earthwork.
31. It was mentioned that Sehmel Park is a good precedent to look to with regards to drop off areas and drive through drop off.
32. It was mentioned that the little league fields need to retain the tower and concession stand and restroom (or replace in a new configuration).
33. It was mentioned that Sehmel does not have separate entrances and exits, and there should be separate entrances and exits.
34. It was brought up that you will want fire access to the fields for any structures, and aid units.
35. Accessibility needs to be considered - BCRA will look at accessibility in future iterations.
36. Consider bleachers and scoreboards as part of designs.
37. Consider storage for soccer goals, football goals, temporary outfield fencing, field grooming equipment.
38. One person mentioned that their favorite configuration would be a combination of Phase 2 / Alternative B, and Phase 3 Alternative A
39. A concern was expressed that the baseball field should be dedicated to baseball/softball rather than overlaid with multiple sports.
40. Another person expressed that the large baseball field in Alternative B, Phase 2 could be expanded to multipurpose field.
41. It was expressed that the designs should consider the management impacts of moving all the equipment for the various sports and the associated costs.
42. Restrooms should be considered
43. It was asked whether a Pro forma will be done for Council to weigh estimated revenue for fields. Jennifer answered that a pro forma has not been done at this time and is currently not part of the scope of this feasibility study.
44. It was brought up that PenMet Parks has some information about generated revenue that could be used to inform this design.
45. It was expressed that concessions are an important part of the revenue of the current Little League Fields.
46. One person expressed a preference for the stair step configuration of Phase 3.
47. One person expressed that bike racks may be required.
48. Will buses be required? For high school play, accommodations for buses may be required.
49. The question was asked more than once about the possibility of a shared parking agreement.
50. The question was asked more than once that a parking study is needed.
51. Multiple persons expressed the opinion that school bus parking should not be included in the design, this is meant to be a public park that is

- needed as a result of limited public usability of school fields, so this design should not make accommodations for school uses of public fields. Community use first - no dedicated bus use.
52. A drop off zone (perhaps at north end of phase 3, could accommodate bus drop-off.
 53. It was expressed that the Little League fields should retain the 'essence of Little League.' Families come here, it's a family-friendly place to be used all day long.
 54. The pros and cons of turf fields were discussed - turf fields require maintenance, an estimated 10 year useful life of a turf field needs to be incorporated into budgets. Grass fields are not very usable in winter, also required a different kind of maintenance.
 55. Sports injuries due to turf fields?
 56. One person raised the question of whether parking is more expensive in the future due to infrastructure required for EV charging requirements.
 57. The consideration of the hazards of flying lacrosse balls is one reason to consider a stepped field design.
 58. One person expressed a preference for Alternative C for Phase 3, which provides 2 more baseball fields.
 59. Harbor Soccer expressed that they think the soccer fields might be slightly undersized - requested that BCRA examine FIFA standards which is what to strive for. (approx. 105 x 75 yards, or 345' x 222' plus a 2' buffer strip around the edge of the field).
 60. A preference was expressed for the turf used at Sehmel Park is the same turf used at Husky Stadium.
 61. The consideration of ball control netting at the baseball fields was brought up.
 62. It was expressed that there are trade-offs between more parking and loss of field space - there are pros and cons with more fields, less parking, and less fields, more parking.
 63. Harbor Soccer requested that they be provided with the next stakeholder meeting date.

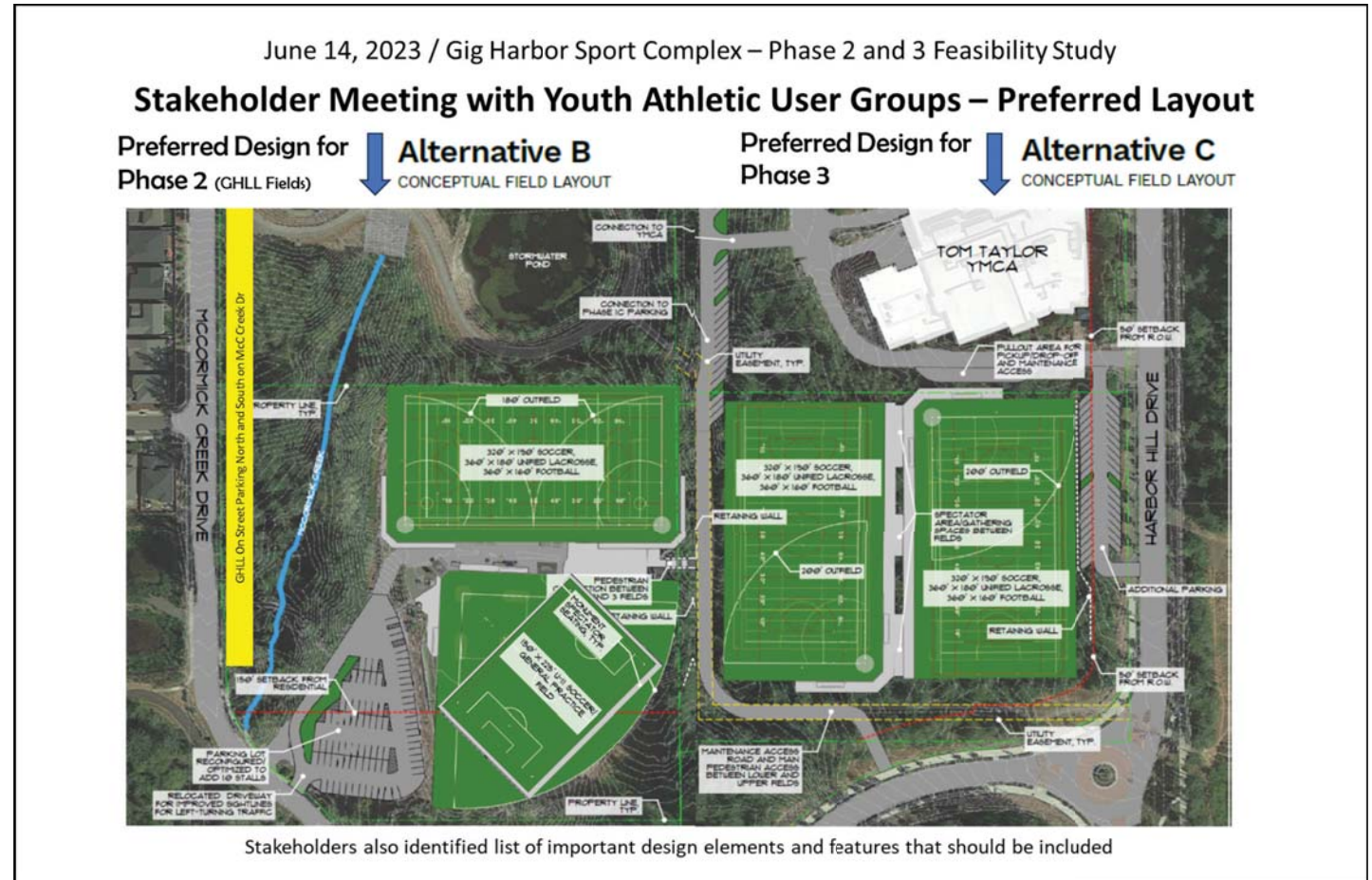
Stakeholder Meeting #1 Feedback

ALTERNATIVES ANALYSIS

After the first stakeholder meeting, additional, written feedback was collected by the City, from the stakeholders – it is summarized below:

Michael Perrow compiled a 'Preferred Layout (right image) which is the hybrid that the stakeholders generally agreed on.

Some Stakeholders also liked the layout for Phase 3 that allowed the full-sized baseball field.



PREFERRED LAYOUT (Source: Michael Perrow)

Public Meeting #1 Process

ALTERNATIVES ANALYSIS

Public Meeting #1

After the first Stakeholder Meeting, The City of Gig Harbor advertised and held a meeting open to the general public, meant to solicit feedback regarding Phases 2 and 3 of the Sports Complex. The intent of the meeting was to give the public insight into the feasibility process, and give them an opportunity to express their opinions on the various alternatives being developed by the design consultant (BCRA).

One of the outcomes of the first stakeholder meeting was that, in addition to the original Alternatives 'A','B,' and 'C,' it was decided that two more Alternatives be produced that reflect two variations on the Stakeholders' preferred layout.

Additional Alternatives for Public Meeting

Alternative 'D' :

Phase 2 would include a multipurpose athletic field (soccer,lacrosse,football) with two smaller baseball fields (180' outfield) overlaid. The existing large baseball field would have its outfield distance expanded to 300 feet. The large baseball field would also be able to accommodate open practice area for multiple sports, such as U-11 soccer.

Phase 3 would be able to accommodate a full-sized baseball field by building all the Phase 3 fields on one level, as this was identified as a desired program.

Alternative 'E' :

Phase 2 would include a multipurpose athletic field (soccer,lacrosse,football) with two smaller baseball fields (180' outfield) overlaid. The existing large baseball field would have its outfield distance expanded to 300 feet. The large baseball field would also be able to accommodate open practice area for multiple sports, such as U-11 soccer. (Phase 2 would be identical to Alternative 'D').



Public Meeting #1 was held at Peninsula Light Fields. (Source: BCRA)



The design team and city presented and answered questions on the five alternatives presented (Source: BCRA)

Phase 3 would split the fields and stagger the elevations of each field, creating an opportunity for gathering and seating between the fields, and a reduction in the necessary excavation and fill required to construct the fields.

At the public meeting, attendees were asked to express their opinion on which of the five alternatives they liked the most, and were also given an opportunity to provide open-ended, written feedback about the project.

The five alternatives presented at the public open house are on the following pages.



Gig Harbor Public Works staff were in attendance to answer questions and provide information regarding Phases 1A and 1B of the Gig Harbor Sports Complex. (Source: BCRA)

Public Meeting #1 Alternative 'A'

ALTERNATIVES ANALYSIS



FIELD INVENTORY:
1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
1 200' OUTFIELD FIELD (BASEBALL/SOFTBALL)
2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
4 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
TOTAL BY SPORT:
4 BASEBALL/SOFTBALL
3 FOOTBALL
4 SOCCER
4 LACROSSE

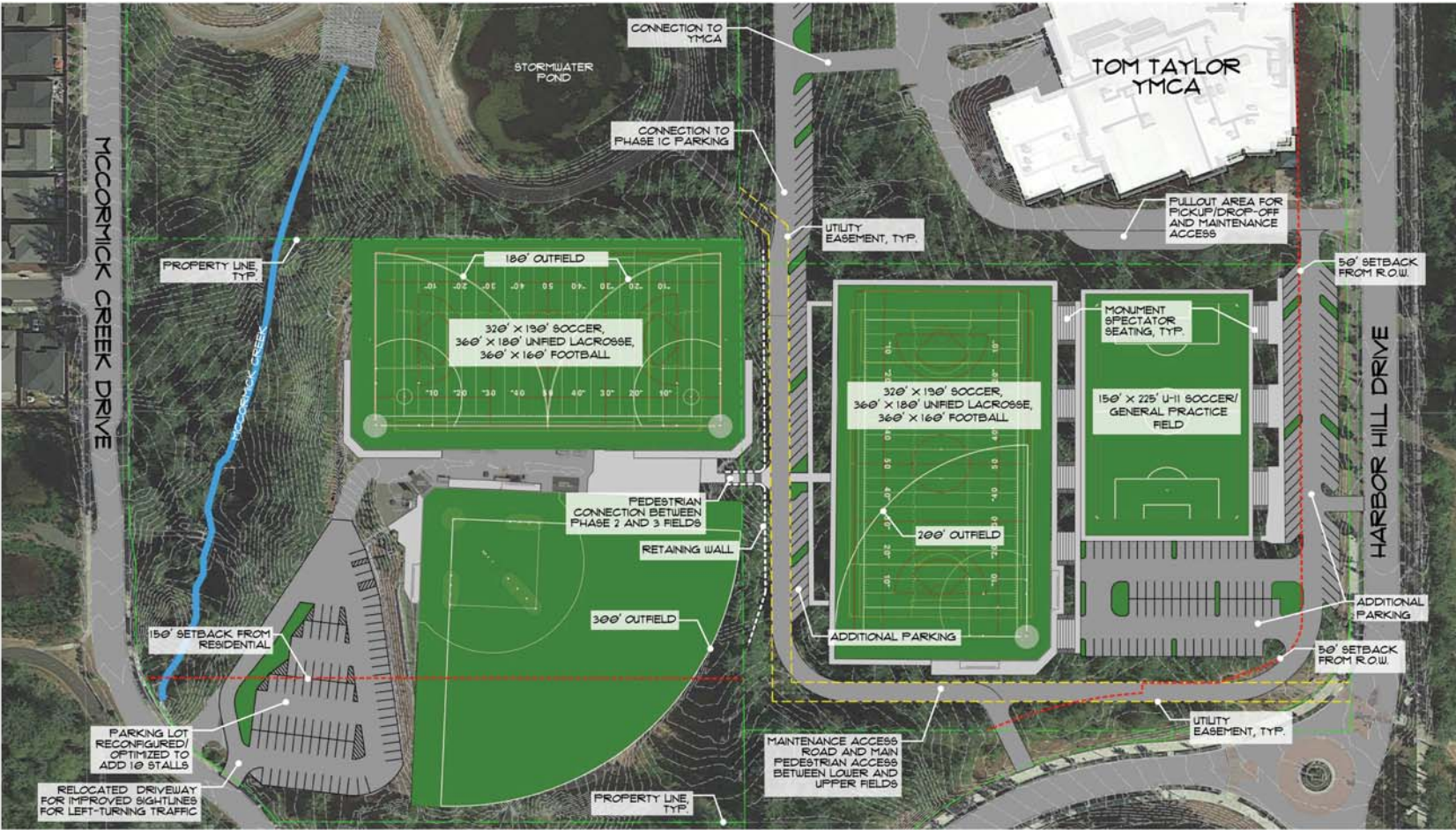
PROS:
-PROVIDES SPACE FOR ADDITIONAL PARKING TO THE SOUTH OF PHASE 2 FIELDS
-MAXIMIZES FLEXIBILITY OF USE FOR BOTH PHASES BY INCORPORATING MAXIMUM NUMBER OF MULTIPURPOSE FIELDS STRIPPED FOR MULTIPLE SPORTS
-LARGER CONTIGUOUS AREA OF SYNTHETIC TURF FIELD IN PHASE 3 ALLOWS FOR FULL SIZE BASEBALL FIELD

CONS:
-PHASE 3 GRADING IS ALL AT ONE LEVEL, POTENTIALLY INCREASING HEIGHT OF NECESSARY RETAINING WALLS
-PHASE 2 MULTIPURPOSE FIELDS ENCROACH INTO RAVINE BEYOND EXISTING BALLFIELD FOOTPRINTS



Public Meeting #1 Alternative 'B'

ALTERNATIVES ANALYSIS



FIELD INVENTORY:

- 1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 1 200' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
- 2 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
- 1 U-11 SOCCER FIELD

TOTAL BY SPORT:

- 4 BASEBALL/SOFTBALL
- 2 FOOTBALL
- 3 SOCCER
- 2 LACROSSE

PROS:

- PHASE 3 FIELDS ARE GRADED TO BE ON TWO LEVELS
- MORE BASEBALL/SOFTBALL FIELDS THAN ALTERNATIVE A
- MONUMENT SEATING AT PHASE 3 FIELDS FOR MORE SPECTATOR CAPACITY
- SIGNIFICANT ADDED PARKING IN PHASE 3
- PROVIDES VEHICULAR CONNECTION BETWEEN EAST AND WEST SIDES OF PHASE 3 FIELDS

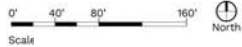
CONS:

- MINIMAL ADDITIONAL PARKING IN PHASE 2
- PHASE 2 MULTIPURPOSE FIELDS ENCRoACH INTO RAVINE BEYOND EXISTING BALLFIELD FOOTPRINTS
- LOSS OF MULTIPURPOSE FIELD SPACE DUE TO ADDED PARKING

PARKING SUMMARY:

- PHASE 3 PROPOSED PARKING SPACES: 146*
- PHASE 2 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
- PARKING WITHIN PHASE 3 PROPERTY LINE ONLY DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING

DISCLAIMER: CONCEPT LEVEL PARKING DATA IS SUBJECT TO CHANGE



Public Meeting #1 Alternative 'C'
ALTERNATIVES ANALYSIS



FIELD INVENTORY:

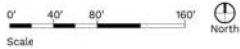
- 1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
 - 2 200' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
 - 2 UNDERSIZED BASEBALL/SOFTBALL FIELDS WITHIN EXISTING FOOTPRINT
 - 2 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
- TOTAL BY SPORT:
- 5 BASEBALL/SOFTBALL
 - 2 FOOTBALL
 - 2 SOCCER
 - 2 LACROSSE

PROS:

- MINIMIZES ENCROACHMENT INTO STREAM RAVINE WEST OF PHASE 2 FIELDS
- MORE BASEBALL/SOFTBALL FIELDS THAN ALTERNATIVE A
- FLEXIBLE, PROGRAMMABLE GATHERING SPACE BETWEEN TWO PHASE 3 FIELDS WHICH CAN BE ORIENTED TOWARDS WEST OR EAST FIELDS
- STAYING LARGELY WITHIN EXISTING PHASE 2 FOOTPRINT MINIMIZES PHASE 2 EARTHWORK
- PROVIDING FIELDS EXCLUSIVELY FOR LITTLE LEAGUE SIMPLIFIES FIELD STRIPING COMPLEXITY AND NEED FOR RECONFIGURING FIELD EQUIPMENT/ GOALS, ETC., AS USE CHANGES THROUGHOUT THE YEAR

CONS:

- MINIMAL ADDITIONAL PARKING IN PHASE 2
- 2 BALLFIELDS IN PHASE 2 REMAIN UNDERSIZED
- PHASE 3 GRADING IS ALL AT ONE LEVEL, POTENTIALLY INCREASING HEIGHT OF NECESSARY RETAINING WALLS
- PHASE 2 FIELDS LACK FLEXIBILITY PROVIDED BY MULTIPURPOSE FIELDS



Public Meeting #1 Alternative 'D'

ALTERNATIVES ANALYSIS



FIELD INVENTORY:

- 1 375' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 1 200' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
- 3 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
- 1 150' X 225' U-11 SOCCER/GENERAL PRACTICE FIELD

TOTAL BY SPORT:

- 5 BASEBALL/SOFTBALL
- 3 FOOTBALL
- 3 SOCCER
- 3 LACROSSE
- 1 SMALL MULTISPORT PRACTICE FIELD

PROS:

- ADDITION OF MULTIPURPOSE FIELD IN PHASE 2
- EXPANDS LARGEST PHASE 2 BALLFIELD TO 300' OUTFIELD
- FLEXIBLE, PROGRAMMABLE GATHERING SPACE BETWEEN TWO PHASE 3 FIELDS WHICH CAN BE ORIENTED TOWARDS WEST OR EAST FIELDS
- STAYING LARGELY WITHIN EXISTING PHASE 2 FOOTPRINT MINIMIZES PHASE 2 EARTHWORK
- PHASE 3 FIELDS CAN ACCOMMODATE HIGH-SCHOOL SIZED BASEBALL FIELD (375' OUTFIELD)

CONS:

- MINIMAL ADDITIONAL PARKING IN PHASE 2
- PRIORITIZES MAXIMUM FIELD PROGRAMMING/FLEXIBILITY AT THE EXPENSE OF MORE PARKING IN PHASE 3
- PHASE 3 GRADING IS ALL AT ONE LEVEL, POTENTIALLY INCREASING HEIGHT OF NECESSARY RETAINING WALLS

PARKING SUMMARY:

- PHASE 3 PROPOSED PARKING SPACES: 61*
- PHASE 2 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
- *PARKING WITHIN PHASE 3 PROPERTY LINE ONLY DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING

DISCLAIMER: CONCEPT LEVEL PARKING DATA IS SUBJECT TO CHANGE



Public Meeting #1 Alternative 'E'
ALTERNATIVES ANALYSIS



- FIELD INVENTORY:**
- 1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
 - 2 200' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
 - 2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
 - 3 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
 - 1 150' x 225' U-11 SOCCER/GENERAL PRACTICE FIELD
- TOTAL BY SPORT:**
- 5 BASEBALL/SOFTBALL
 - 3 FOOTBALL
 - 3 SOCCER
 - 3 LACROSSE
 - 1 SMALL MULTISPORT PRACTICE FIELD

- PROS:**
- ADDITION OF MULTIPURPOSE FIELD IN PHASE 2
 - EXPANDS LARGEST PHASE 2 BALLFIELD TO 300' OUTFIELD
 - FLEXIBLE, PROGRAMMABLE GATHERING SPACE BETWEEN TWO PHASE 3 FIELDS WHICH CAN BE ORIENTED TOWARDS WEST OR EAST FIELDS
 - STAYING LARGELY WITHIN EXISTING PHASE 2 FOOTPRINT MINIMIZES PHASE 2 EARTHWORK
 - POTENTIAL FOR STEPPING PHASE 3 FIELDS TO MINIMIZE RETAINING WALL HEIGHTS

- CONS:**
- MINIMAL ADDITIONAL PARKING IN PHASE 2
 - PRIORITIZES MAXIMUM FIELD PROGRAMMING/FLEXIBILITY AT THE EXPENSE OF MORE PARKING IN PHASE 3
 - PHASE 3 CANNOT ACCOMMODATE HIGH-SCHOOL SIZED BASEBALL FIELD
- PARKING SUMMARY:**
- PHASE 3 PROPOSED PARKING SPACES: 40*
 - PHASE 2 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
 - *PARKING WITHIN PHASE 3 PROPERTY LINE ONLY DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING
- DISCLAIMER: CONCEPT LEVEL PARKING DATA IS SUBJECT TO CHANGE

Public Meeting #1 Feedback

ALTERNATIVES ANALYSIS

Below is a table summarizing the tally of the public meeting attendees' preferences among the five alternatives presented:

POLL OPINIONS	
Alternative 'A'	13
Alternative 'B'	3
Alternative 'C'	10
Alternative 'D'	15
Alternative 'E'	7
None	6

Additionally, the written comments received by the public via comment box are listed below:

1. 'Preserve more natural areas with trails and trees. Gig Harbor North needs more natural areas.'

2. 'Very much in favor of a sports complex – keep kids active – brings the community together.'

3. 'We already do not have enough baseball/ softball fields. Our girls are out at 12! 12 year old girls have their last year of ball. 13 year old girls have no fields. We already have to share fields w/ one another and little kids play until 10:00pm! On school nights. It's ridiculous! We need baseball fields.'

4. 'C is the best of the choices- but we are still short baseball fields. Little league is turning kids away because of lack of fields. We can do better than this!
Fields over trees. Kids first!'

5. 'This community has lost too many trees. Owl habitat along w/other wildlife is severely compromised. None of the options are viable for wildlife sustainability. Phase 1 should only be 1 field.'

6. 'Would love to see added fields. We have to turn kids away. I have not had a kid in little league for 12 years. But still umpire because it is great for the kids and the community'

7. 'We live in McCormick Creek sub. We are already imposed by overflow parking in our neighborhood. Option B is the only plan that proposes additional parking of any significance. Even that is not adequate.'

8. 'We are turning away kids for little league due to lack of fields. How does any of this resolve those issues?'

9. 'Our neighborhood, Harbor Hill, already has a lot of noise from the highway, gun range, Borgen & Swiftwater elementary. We are lacking wooded areas and trees as it is. It would be wonderful

and utilized by all to have more trees and wooded walking trails. Trees help our community in many ways – temp, noise & light pollution, cleaner air, etc. Please don't land not so close to densely close housing. Develop or develop as little as possible of the land near Harbor Hill. Gig harbor definitely needs more youth sports fields but please find another place'

10. 'I like alternative b b/c it has enough total by sport options for multiple age brackets and enough parking that has less impact on the surrounding communities.'

11. 'Fields are in short supply. We need places for our kids to play outside in active recreation. Retain the trees. No additional fields. Reconfigure 2 existing baseball field.'

12. 'More fields are definitely needed and will aid all the growing sports. As a parent of lacrosse players and football this would be amazing. Alternate a looks the most optimized for all sports.'

13. 'I am in favor of alternate e!'

14. 'Please keep as much buffer/ trees between any development and the housing boundary as possible. Plant more trees!'

15. 'Building these fields is extremely important to the gig harbor community. I have coached in Gig Harbor 20 years and know the importance of youth sports and the positive impact it has on children as well as the community. These fields must be built in order to keep up with demand. If we don't, we will lose families to nearby communities and lose significant revenue. The amount of tourism that can come from tournaments is significant as well.'

16. 'Keep treed area behind baseball fields. I.e) delete 2 multi-use fields.'

17. 'Please add batting cage to plans. Highschool size baseball field very important to have in plan.'

18. 'I believe it is necessary to include a high school

size baseball field option in whichever option is chosen. Currently option d is the only one that accommodates HS. Also, there should be at least one dedicated baseball field so remove the soccer practice field in option d.'

19. 'Alternative c with reduced 300' of to 220'. **** parking like alternative a & use space toward center filed for indoor batting cages!! Help pay operation cost phase 2 –.
Phase 3 – alternative b for parking!! Or – between alt d & e – more parking'

20. 'It is hard to decide on an alternative when there are so many questions. Multiuse fields are great and offer flexibility. However, it could also mean a reduction in softball fields if other sports get priority on the multiuse ones. The batting cages are important and should be retained. I do believe fields should be turf so they can be used. The conditions they currently are in are horrible and make it difficult for the kids to play.'

21. 'Give us back our 8 pickleball courts (or 12) we will put a roof over them.'

22. 'Concerned about parking as I live nearby and parking / traffic is difficult during baseball already. Then the light pollution is intense at night games.'

23. 'Please consider option "c" for dedicated baseball fields. The multiuse fields will not allow for a proper mound. And "standard" field set – up also the multi-sports field teams overlap. Two soccer / football fields are already in 1a. This option also allows for a "full sized" baseball field for older kids, as well! Please build out all phases as soon as possible. Not enough turf fields in Gig Harbor.'

24. 'Plan & show what 1 field in phase 1a and phase 3 would look like.'

25. 'Alternative A – best choice allow most multifunction. Lacrosse fields are in very small supply alt. A best supports this over growing sport for both sexes.'

Public Meeting #1 Feedback (cont'd)

ALTERNATIVES ANALYSIS

26. 'For the parking lot across from the new DR Horton development on Veteran Ave. Our HOA pays for that parking lot. We would prefer for the city to take on that lot and if they don't want to that lot needs to be private parking for the people in the hoa who pay for it. Most of us who live there would prefer for the city to take it on. How will this park impact traffic on the surrounding roads? Do you plan to incorporate additional road?'

27. 'Build out of phase 3 is innacceptable, in all alternatives. You need to provide an alternative smaller community play areas and leaves most of the trees standing.'

28. 'As a nearby resident, i am concerned with increasing the already extensive traffic that happens during ball games on McCormick Creek Drive. In particular, the fields should be used for offical high school sports as that would dramatically increase noise, use , city parks should not be the solution for poor planning by the schools for their needs. The solution is to congestion for neighbors and there is another important point. The create suitable fields at or near the schools or some other solution that isn't "outsourcing" the problem'

29. 'Is there an alternative that leaves out phase 2 and 3? How will the city make up for the tree loss, aka carbon sink loss?'

30. 'Best proposed is the one that minimizes traffic / parking impact on McCormick Creek Drive. For past year parking has been abysmal and intrusive to residents of McCormick creek. Parking needs to be maximized on top of hill near harbor hill drive or by the YMCA accessing complex through YMCA parking lot.'

31. 'My main concerns are more parking and easier access for handicap guests; and more baseball / softball and soccer fields.'

32. 'Complex is so necessary to kids sports. Here, this has been a long time coming.'

33. 'I would like to offer my feedback on the proposals that did not fit on the small comment sheet.

First, PLEASE advocate and encourage completing ALL phases of the project and for it to be completed as soon as possible. We as a city are late to the need. I personally support all phases of this project. Gig Harbor is deficient in the number of artificial turf playing surfaces needed by our rainy climate. Hundreds of games have been cancelled each and every year due to poor field condition (soft, muddy fields because of rains). Playing in poor field conditions' also risks injury to our kids. Our practice days are repeatedly much less than desired as there are just not enough fields to meet the demand of all the different sports teams across the city with the grwoth we have had.

Second, I have been made aware that there are people advocating for not completing the final phase of the project and instead asking for the trees to remain where the two final multi-purpose fields are planned to instead add more walking trails. I DO NOT support this position for several reasons.

The city for the last decade has required developers to maximize the number of homes per acre to minimize urban sprawl. This results in developers designing communities with small 10,000sqft lots where all of the homes have very-very small backyards not big enough for children's sports activities. Developments like The Ridge, Harbor Crossing, Harbor Hill, McCormick Woods, etc. all have very tiny yards per city-imposed requirements. However, the city did not require the developers to add any significant play areas or fields in these developments, so the resident rely on the services of the City to meet this need. It would be extremely poor public policy and governance to require dense zoning, but then not provide adequate sports playing areas for our city's kids.

Additionally, these developments DID include a significant number of trails systems through adjacent wooded areas, wet-land buffers, ponds and access to Cushman trail. The need for trails has already been addressed and the community does not need more trails at this point. We need the fields. Far fewer residents would utilize the trails

as compared to the proposed and much-needed sports fields.

Finally, I support Option "C" for field design choice. This design has dedicated Baseball fields verse multi-use baseball fields. This is important as Baseball infields, mounds, and field design are important aspects of the game not replicated with a multi-use field. Have you ever seen anyone slide into second on astro-turf?? Dedicated fields would also help prevent contentious scheduling conflicts - ...and there are already two other multi-use fields (for a total of 4) in the plan. Plan "C" is also with-in the existing footprint of the Little League Fields so hopefully it would be more affordable to complete and could be completed sooner!
Thanks for listening'

34. 'When there are games at the three current ball fields, The ball field parking lot, all of McCormick drive parking spots (to Costco and to Burnham) are filled as well as the parking lot by Burnham. During the district tournament, parking became a real issue with out of area folks trying hard not to park illegally. A few actually parked at Costco and walked to the fields. If phase 3 plans to add more fields, where are these folks going to park. I do not see any parking slots (or maybe a few for the snap shot is hard to read) to adequately cover the additional people using the fields. So, unless there is an agreement to use the YMCA parking, the parking will become a real issue.'

City Council Study Session #1 and Stakeholder Feedback

ALTERNATIVES ANALYSIS

City Council Study Session #1 and Stakeholder Feedback

Following the first public meeting, the City attended the City Council Study Session, to report on the feasibility study process thus far, and presented the results of both Stakeholder Meeting #1 and Public Meeting #1.

Alternatives B (page 31), D (page 33), and E (page 34) were presented to the City Council. The councilmembers were asked to recommend 2 of the 3 alternatives of the to carry forward and continue developing as part of the feasibility study.

The City Council selected alternatives D and E as the alternatives to continue developing.

Additionally, the City continued soliciting written feedback from the stakeholders' group to help inform the continued development of the alternatives. Specifically, the City asked for input on the following questions:

1. Do you think the full-sized high school baseball field is necessary?
2. If more parking is required, where do you think it should go? The City doesn't have parking standards for sports fields, but several people have expressed concern that neither of these plans provide enough parking.
3. Any other thoughts?

At this point, the design team moved forward with the continued development of alternatives D and E.

Some of the notable additions/decisions made were:

1. The YMCA requested that the dropoff area be moved to the south side of phase 3 rather than being located on the north side of Phase 3, on their property.

2. From this point forward, both Alternatives (D and E) would take the conservative approach of showing a soldier-pile retaining wall along the north Phase 3 property line adjacent to the Tom Taylor YMCA property, with the intent of respecting the YMCA's preference to minimize encroachment of Phase 3 onto YMCA property.

The following notes summarize the additional written feedback received from the stakeholders' group after the first City Council Study Session:

1. 'What is the 'value' of the High School sized baseball field (to our High School, for use by baseball clubs, to support tournament play, ...)?'
2. 'Can the additional costs associated with Alt D vs. Alt C be tolerated?'
3. 'From my perspective, the parking difference is not great, and the precise parking need will always be subjective. I think the key to managing parking is to give alternatives, in particular a practical and efficient drop off/pickup area. I assume the one proposed (which is the same in both alternatives) has been optimized to maximize efficiency and ease of use. If parking at the YMCA would be available, it would seem that YMCA parking in conjunction with the drop-off/pick-up area would work well.'
4. 'I suggest that the baseball community stakeholders address question no. 1 while allowing the more comprehensive study to define the cost difference for our City Council to consider in light of available funding and other budget priorities.'
5. 'One question, what is prohibiting the expansion of the proposed Phase 3 "Additional Parking" adjacent to Harbor Hill Dr to the south and possibly further around the southern side of the Phase 3 fields? Grading challenges?'
6. 'Phase 2 Parking – There is no mention of the McCormick Creek Drive on-street parking that was provided in exchange for allowing the road to be constructed on the SW corner of the then

GHLL property. There are a lot of stalls, and they could be taken into account. Further, there is the parking lot at McC Creek & Burnham, when the Council suggested this as part of the development agreement for the McC Creek Plat it was with GHLL and Cushman trail parking in mind. While these are off-site stalls, they are there because of and for the GHLL, or in the case of the parking lot for the GHLL, and as such they should be part of the total parking count, even if as a separate line item.'

7. 'Phase 3 Parking – Additional parking could be achieved along the access drive to the south of the Phase 3 fields. The triangle parcel south of Phase 3 could be used, particularly considering the Harbor Hill Drive/Sentinel Drive Roundabout was constructed in part on the Phase 3 property. The history with the road eating into the Phase 3 property is that the roundabout was going to be located south of the current location, resulting in the Sportsman's Club losing more property than if the roundabout was pushed north to the current location. In moving north, it cut into the Phase 3 parcel. Based on this it only seems reasonable that the triangle parcel south of Phase 3 along HH Drive be used at least in part for the Sports Complex. Parking as well as a maintenance shed with fenced storage could be accommodated here while still providing room for a dense native vegetative screening buffer.'

8. 'Phase 2 Batting Cages– There doesn't seem to be any batting cages included, currently there are four cages and GHLL has held off on installing two more (so each field would have two) because they would likely get ripped out when the site is reconfigured. There should be six batting cages. These are common at other similar facilities.'

9. 'Phase 2 – Full Baseball Field – The larger 300' BB field Phase 2 makes sense as it would then allow a modified soccer field on it, so there can be more use. During GHLL season March to June, a temporary fence could be put up to bring the outfield into the Little League standards, this is common. With the fence up for LL, the unused outfield area would be the perfect area for teams

to warm up. If the outfield fence was taller than typical maybe it could meet the needed 375', or something close, for older youth baseball teams.'

10. 'Phase 2 – GHLL Tower building – It is unclear if this is in either of the D or E plans. Having this is important. Also, the other GHLL fields will need the ability for scorers to be at a booth or table behind the backstops. These are common at other similar facilities.'

11. 'Phase 2 & 3 – Scoreboards – The GHLL fields currently have scoreboards and are a must moving forward. Having a scoreboard(s) Phase 3 for at the very least for the baseball field configurations is a must. These are common at other similar facilities.'

12. 'Phase 2 – Restroom & Concessions – There doesn't seem to be any mention of restrooms or concessions stand, should the existing not remain then these would need to be added somewhere. Concessions are common at other similar facilities.'

13. 'Phases 2 & 3 – Temp/Movable Fencing – The sites will need to be able to accommodate temp/ movable outfield fencing for baseball-lined fields. This is not only for going from soccer to baseball but also for moving in outfield fences on the larger fields. These are common at other similar facilities.'

14. 'Phase 3 – Full Baseball Field – This would be nice, but if there is only one it would be best on Phase 2, even if it had higher outfield walls to fit it in.'

15. 'Phase 3 – Maintenance Shed & Fenced Storage – This could be located on the triangular parcel south of Phase 3 along the north side of HH Drive. Parking as well as a maintenance shed with fenced storage could be accommodated here while still providing room for a dense native vegetative screening buffer. This would be a good place for dumpsters so that the giant refuse trucks can enter and exit the site without having to drive where there are kids in the parking lots. As mentioned previously the use of the parcel could offset the loss of some of the Phase 3 property to the HH

City Council Study Session #1 and Stakeholder Feedback (cont'd)

ALTERNATIVES ANALYSIS

Drive extension roundabout.'

16. 'Your recent email about the FIFA field sizes with them overlayed on the Option D & E layouts was good. Thankfully if a soccer field is +/- 5% smaller it doesn't really impact the same much.'

17. 'We assume that complete build-out of either concept of Phase 2 and 3 will require a Binding Site Plan, easement, etc. with the YMCA to accomplish. Will the BSP and changes in property line buffers impact our ability to develop future structures within our property?'

18. 'We'd like to review the proposed traffic flows for Phases 1c, 2, and 3 to better understand how this might impact traffic patterns at the Y'

19. 'We'd like to propose the pick-up/drop-off location shown at the north end of Phase 3 be moved to the south or west side of Phase 3'

20. 'Save the old shack that they have onsite for umpires; it has some local historical value.'

21. 'Would there be scoreboards?'

22. Would dugouts be included in the new layout on Phase 2?

23. 'Seating considerations –
Football needs to have teams standing on both sides of the fields for games
Soccer needs both teams on one side
Where would seating go for spectators?'

24. 'Batting cages are vital and need to be located somewhere onsite.'

25. 'Phase 2 Parking - There is no mention of the McCormick Creek Drive on-street parking that was provided in exchange for allowing the road to be constructed on the SW corner of the then GHLL property. There are a lot of stalls, and they could be taken into account. Further, there is the parking lot at McCormick Creek and Burnham, when the Council suggested this as part of the development

agreement for the McCormick Creek Plat it was with GHLL and Cushman Trail parking in mind.'

26. 'Phase 3 Parking - Additional parking could be achieved along the access drive to the south of the fields. The triangle parcel south of Phase 3 could be used, particularly considering the Harbor Hill Drive / Sentinel Drive Roundabout was constructed in part on the Phase 3 property.'

27. 'Phase 2 Batting Cages - There doesn't seem to be any batting cages included, currently there are four caages and GHLL has held off on installing two more (so each field would have two) because they would likely get ripped out when the site is reconfigured. There should be six batting cages.'

28. 'Phase 2 - Full Baseball Field - The full-sized BB field Phase 2 makes sense as it would then allow a modified soccer field on it, so there can be more use. During GHLL season March to June, a temporary fence could be put up to bring the outfield into the Little League standards, this is common. With the fence up for LL, the unused outfield area would be the perfect area for teams to warm up.'

29. 'Phase 2 - GHLL Tower building - It is unclear if this is in either of the D or E plans. Having this is important. Also, the other GHLL fields will need the ability for scorers to stand behind the backstops.'

30. 'Phase 2 & 3 - Scoreboards - The GHLL fields currently have scoreboards, and they would also be good to have at Phase 3.'

31. 'Phase 3 - Full Baseball Field - This would be nice, but if there is only one it would be best on Phase 2, even if it had higher outfield walls to fit in.'

32. 'Phase 2 - Restroom & Concessions - there doesn't seem to be any mention of these, should the existing not remain then these would need to be addressed.'

33. 'Phases 2 & 3 - Temp/Movable outfield fences will be needed for all fields lined for baseball.'

Stakeholder Meeting #2 & Public Meeting #2 Process

ALTERNATIVES ANALYSIS

Stakeholder Meeting #2

After the first City Council study session, BCRA took all of the feedback received in Stakeholder Meeting #1 and Public Meeting #1, and continued developing Alternatives 'D' and 'E', taking into account all of the feedback received.

The design team, the stakeholder group and the City met in person for a second time to review the progress of Alternatives D and E. The list of invitees who attended the second stakeholder meeting was as follows:

Ron Brentin
Gig Harbor Peninsula Youth Sports Coalition, Gig Harbor Little League

Jennifer Butler
Peninsula School District

David Kinley
Gig Harbor Soccer

Adrienne Matison
Peninsula School District community use

Sarah Montgomery
Gig Harbor Peninsula Youth Sports Coalition

Kyle Munkres
Peninsula Youth Football

Christine Perrow
Gig Harbor Peninsula Youth Sports Coalition

Michael Perrow
Gig Harbor Peninsula Youth Sports Coalition

Alternatives D and E were presented to the stakeholder group for feedback and discussion. In addition to incorporation of the feedback received from the stakeholders and public, the alternatives involved a higher level of detail and annotation regarding specifics about the alternative designs, as well as the inclusion of conceptual grading and stormwater plans to communicate the general intent of how stormwater would be handled and the grading approach to both alternatives:

Public Meeting #2

After the second stakeholder meeting, the City hosted a second public open house, in which the same two alternatives presented at the second stakeholder meeting (Alternatives 'D' and 'E') were presented to the public to solicit additional feedback.

In the interest of keeping the focus on the layout and programming of the fields, it was decided not to include the grading and stormwater exhibits in the second public open house.

The alternatives that were presented in the second stakeholder and public meetings are shown on the following 4 pages.

Stakeholder/Public Meeting #2 Alternative 'D'

ALTERNATIVES ANALYSIS



FIELD INVENTORY:
1 315' outfield field (baseball/softball)
1 300' outfield field (baseball/softball)
1 200' outfield fields (baseball/softball)
2 180' outfield fields (baseball/softball)
3 360' BY 210' multi-purpose fields (football, soccer, and lacrosse)
1 150' x 225' U-11 soccer/general practice field
TOTAL BY SPORT:
5 baseball/softball
3 football
3 soccer (2 FIFA sized)
3 lacrosse 1 small multisport practice field

PROS:
-MORE ADDITIONAL PARKING THAN ALTERNATIVE 'E'
-RELOCATION OF UMPIRE SHACK COULD IMPROVE PEDESTRIAN CIRCULATION / SITE ORGANIZATION
-PHASE 3 FIELDS CAN ACCOMMODATE HIGH-SCHOOL SIZED BASEBALL FIELD (315' outfield)
CONS:
-NO ADDITIONAL PROGRAMMABLE / SPECTATOR SPACE BETWEEN PHASE 3 FIELDS
-PRIORITIZES MAXIMUM FIELD PROGRAMMING / FLEXIBILITY AT THE EXPENSE OF MORE PARKING IN PHASE 3
-PHASE 3 GRADING IS ALL AT ONE LEVEL, POTENTIALLY INCREASING HEIGHT OF RETAINING WALLS

PARKING SUMMARY:
-PHASE 3 PROPOSED PARKING SPACES: 11
-PHASE 2 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
-THE 36 EXISTING PARALLEL PARKING STALLS ALONG MCCORMICK CREEK DRIVE ARE NOT INCLUDED IN THIS PARKING SUMMARY, BUT ARE REGULARLY UTILIZED FOR FIELD EVENTS / PRACTICES.
*PARKING WITHIN PHASE 3 PROPERTY LINE ONLY DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING.
DISCLAIMER: CONCEPT LEVEL PARKING DATA IS SUBJECT TO CHANGE

Stakeholder Meeting #2 Alternative ‘D’ Grading

ALTERNATIVES ANALYSIS



GRADING CONCEPT:

GENERALLY, THE GRADING CONCEPT REQUIRES SEVERAL RETAINING WALLS TO MANAGE THE GRADE CHANGE ACROSS THE SITE. A RETAINING WALL WOULD WRAP THE ENTIRE NORTH EDGE AND EAST EDGE OF THE PHASE 3 FIELDS, AND WOULD MAX OUT AT 16' HIGH AT THE NORTHEAST CORNER. ANOTHER RETAINING WALL SEPARATING PHASES 2 AND THREE WOULD BE AT ITS HIGHEST AT THE NORTHEAST CORNER OF THE PROPOSED PHASE 2 MULTIPURPOSE FIELD, MAXING OUT AT 21' HIGH. LASTLY, THE EXPANSION OF THE LARGE BASEBALL FIELD IN PHASE 2 WOULD REQUIRE A RETAINING WALL WHICH WOULD BE APPROXIMATELY 11' HIGH. ALL THE SYNTHETIC TURF FIELDS ARE ASSUMED TO BE FLAT. THE PHASE TWO FIELDS ARE AT APPROXIMATELY 206 ELEVATION, WHILE THE PHASE 3 FIELDS ARE AT APPROXIMATELY 228 ELEVATION (DIFFERENCE OF 22 FEET). TWO ACCESSIBLE RAMPS AT A SLOPE OF APPROXIMATELY 1.0% PROVIDE AN ACCESSIBLE CONNECTION BETWEEN PHASE 2 AND PHASE THREE, AND AN ACCESSIBLE CONNECTION BETWEEN THE UPPER PARKING ON THE EAST SIDE OF PHASE 3 AND THE PHASE 3 FIELDS.

STORMWATER CONCEPT:

THE ARTIFICIAL TURF FIELDS ARE ASSUMED TO BE IMPERVIOUS SURFACES DUE TO THEIR RUNOFF CHARACTERISTICS AND ARE EXPECTED TO INCLUDE AN UNDERDRAIN SYSTEM. PRELIMINARY GEOTECHNICAL INVESTIGATIONS INDICATE RELATIVELY LOW PERMEABILITY SOILS AND A RECOMMENDED DESIGN INFILTRATION RATE OF 0.1 INCHES PER HOUR. WE EXPECT TO APPLY THIS INFILTRATION RATE UNDER ALL ARTIFICIAL TURF SURFACES. THE PHASE 3 IMPROVEMENTS LIE WITHIN LOT 3 OF THE BUSINESS PARK AT HARBOR HILL. THIS PARCEL WAS INCLUDED IN THE DESIGN FOR THE HARBOR HILL WEST REGIONAL STORMWATER FACILITY. WE INTEND THAT RUNOFF FROM PHASE 3 THAT DOES NOT INFILTRATE WILL BE CONVEYED TO THE REGIONAL FACILITY. IT APPEARS THAT PHASE 3 IMPROVEMENTS WILL EXCEED THE HARD SURFACE AREA ASSUMPTIONS OF THE REGIONAL FACILITY DESIGN. HOWEVER, DUE TO THE LARGE AREA OF TURF FIELDS WHICH CAN INFILTRATE STORMWATER BELOW GRADE, WE EXPECT THE FLOW CHARACTERISTICS OF THE PROPOSED DESIGN TO MATCH THE ORIGINAL ASSUMPTIONS OF THE REGIONAL FACILITY. WE EXPECT PHASE 2 IMPROVEMENTS WILL BE SUBJECT TO MINIMUM REQUIREMENTS 1-10 UNDER THE 2023 GIG HARBOR STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, AND WILL HAVE AN INFILTRATION RATE OF 0.1 INCHES PER HOUR UNDER THE TURF SURFACES, SIMILAR TO THE PHASE 3 IMPROVEMENTS. FOR NEW AND REPLACED IMPERVIOUS SURFACES TO MATCH THE FORESTED CONDITION, AN UNDERGROUND DETENTION SYSTEM IS PROPOSED PRIOR TO DISCHARGING TO MCCORMICK CREEK. WE DON'T EXPECT THIS DETENTION SYSTEM TO BE LARGER THAN 160 FEET X 23 FEET X 6 FEET.

PHASE 2 APPROXIMATE EXTENTS

PHASE 3 APPROXIMATE EXTENTS

PHASE 1C (NOT A PART OF THE SCOPE OF THIS FEASIBILITY STUDY)

TOM TAYLOR YMCA

50' SETBACK FROM R.O.W.

HARBOR HILL DRIVE

ACCESSIBLE RAMP CONNECTION FROM PARKING TO FIELDS

50' SETBACK FROM R.O.W.

UTILITY EASEMENT, TYP.

PARALLEL PARKING (9 STALLS)

SOFT-SURFACE TRAIL

MAINTENANCE ACCESS ROAD AND MAIN PEDESTRIAN ACCESS BETWEEN LOWER AND UPPER FIELDS

TRASH ENCLOSURE

PROPERTY LINE TYP.

SCOREBOARD

RETAINING WALL

180' OUTFIELD

SCOREBOARD

BATTING CAGES

320' X 190' SOCCER, 360' X 180' UNIFIED LACROSSE, 360' X 160' FOOTBALL

DUGOUT, TYP.

SPECTATOR BLEACHERS

PRESERVE EXISTING HISTORIC UMPIRE SHACK

EXISTING RESTROOM/ SNACK SHACK TO REMAIN

EQUIPMENT STORAGE SHEDS/ CONTAINER

BATTING CAGES

RETAINING WALL

300' OUTFIELD (W/MOVABLE FENCE TO BRING IN OUTFIELD AS NEEDED)

150' X 225' U-11 SOCCER/ GENERAL PRACTICE FIELD

SCOREBOARD

RELOCATED DRIVEWAY FOR IMPROVED SIGHTLINES FOR LEFT-TURNING TRAFFIC

PARKING LOT RECONFIGURED/ OPTIMIZED TO ADD 10 STALLS

150' SETBACK FROM RESIDENTIAL

EXISTING DUGOUT TO REMAIN

EXISTING TOWER BUILDING TO REMAIN

EXISTING SOFT-SURFACE TRAIL

PROPERTY LINE TYP.

EXISTING PARKING ALONG MCCORMICK CREEK DRIVE

MCCORMICK CREEK DRIVE

CONNECTION TO PHASE 1C PARKING

50' SETBACK FROM R.O.W.

STAIR CONNECTION BETWEEN PHASE 2 AND PHASE 3 FIELDS

200' OUTFIELD

COMFORT STATION

DROP-OFF AREA

RETAINING WALL

200' OUTFIELD

STEPS BETWEEN FIELDS (APPROX.) 3 FOOT GRADE CHANGE BETWEEN FIELDS

330' X 210' SOCCER (FIFA), 360' X 180' UNIFIED LACROSSE, 360' X 160' FOOTBALL

SPECTATOR BLEACHERS

3 000' OUTFIELD FIELD (BASEBALL/SOFTBALL)
2 200' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
3 360' BY 210' MULT-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
1 1150' X 225 U-11 SOCCER/GENERAL PRACTICE FIELD
TOTAL BY SPORT:
5 BASEBALL/SOFTBALL
3 FOOTBALL
3 SOCCER (7 FIF A SIZED)
3 LACROSSE
1 SMALL MULTISPORT PRACTICE FIELD

- ADDITION OF MULTIPURPOSE FIELD IN PHASE 2
- EXPANDS LARGEST PHASE 2 BALLFIELD TO 300' OUTFIELD
- FLEXIBLE, PROGRAMMABLE GATHERING SPACE BETWEEN TWO PHASE 3 FIELDS WHICH CAN BE ORIENTED TOWARDS WEST OR EAST FIELDS
- STEPPING PHASE 3 FIELDS TO CREATE GRADE CHANGE BETWEEN FIELDS AND POTENTIALLY REDUCE RETAINING WALL HEIGHTS.

- LESS ADDITIONAL PARKING THAN ALTERNATIVE 'D'
- PHASE 3 CANNOT ACCOMMODATE HIGH-SCHOOL SIZED BASEBALL FIELD.
- UMPIRE SHACK LOCATION IS NOT OPTIMAL FOR PEDESTRIAN CIRCULATION BETWEEN PHASE 2 FIELDS.

- *PHASE 3 PROPOSED PARKING SPACES: 51*
- *PHASE 3 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
- *36 EXISTING PARALLEL PARKING STALLS ALONG MCCORMICK CREEK DRIVE ARE NOT INCLUDED IN THIS PARKING SUMMARY, BUT ARE REGULARLY UTILIZED FOR FIELD EVENTS / PRACTICES.
- *PARKING WITHIN PHASE 3 PROPERTY LINE ONLY DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING

DISCLAIMER: CONCEPT LEVEL PARKING DATA IS SUBJECT TO CHANGE

Stakeholder Meeting #2 Alternative ‘E’ Grading

ALTERNATIVES ANALYSIS



GRADING CONCEPT:

GENERALLY, THE GRADING CONCEPT REQUIRES SEVERAL RETAINING WALLS TO MANAGE THE GRADE CHANGE ACROSS THE SITE. A RETAINING WALL WOULD WRAP THE ENTIRE NORTH EDGE AND EAST EDGE OF THE PHASE 3 FIELDS, AND WOULD MAX OUT AT 12' HIGH AT THE NORTHEAST CORNER. ANOTHER RETAINING WALL SEPARATING PHASE 2 AND THREE WOULD BE AT ITS HIGHEST AT THE NORTHEAST CORNER OF THE PROPOSED PHASE 2 MULTIPURPOSE FIELD, MAXING OUT AT 21' HIGH. LASTLY, THE EXPANSION OF THE LARGE BASEBALL FIELD IN PHASE 2 WOULD REQUIRE A RETAINING WALL WHICH WOULD BE APPROXIMATELY 11' HIGH. ALL THE SYNTHETIC TURF FIELDS ARE ASSUMED TO BE FLAT. THE PHASE TWO FIELDS ARE AT APPROXIMATELY 206 ELEVATION. THE PHASE 3 FIELDS ARE STEPPED AT APPROXIMATELY 228.5 ELEVATION AND 231.5 ELEVATION, WITH 3 8' STEPS BETWEEN THEM. TWO ACCESSIBLE RAMPS AT A SLOPE OF APPROXIMATELY 1.8% PROVIDE AN ACCESSIBLE CONNECTION BETWEEN PHASE 2 AND PHASE THREE, AND AN ACCESSIBLE CONNECTION BETWEEN THE UPPER PARKING ON THE EAST SIDE OF PHASE 3 AND THE PHASE 3 FIELDS.

STORMWATER CONCEPT:

THE ARTIFICIAL TURF FIELDS ARE ASSUMED TO BE IMPERVIOUS SURFACES DUE TO THEIR RUNOFF CHARACTERISTICS AND ARE EXPECTED TO INCLUDE AN UNDERDRAIN SYSTEM. PRELIMINARY GEOTECHNICAL INVESTIGATIONS INDICATE RELATIVELY LOW PERMEABILITY SOILS AND A RECOMMENDED DESIGN INFILTRATION RATE OF 0.1 INCHES PER HOUR. WE EXPECT TO APPLY THIS INFILTRATION RATE UNDER ALL ARTIFICIAL TURF SURFACES. THE PHASE 3 IMPROVEMENTS ARE WITHIN LOT 3 OF THE BUSINESS PARK AT HARBOR HILL. THIS PARCEL WAS INCLUDED IN THE DESIGN FOR THE HARBOR HILL WEST REGIONAL STORMWATER FACILITY. WE INTEND THAT RUNOFF FROM PHASE 3 THAT DOES NOT INFILTRATE WILL BE CONVEYED TO THE REGIONAL FACILITY. IT APPEARS THAT PHASE 3 IMPROVEMENTS WILL EXCEED THE HARD SURFACE AREA ASSUMPTIONS OF THE REGIONAL FACILITY DESIGN. HOWEVER, DUE TO THE LARGE AREA OF TURF FIELDS WHICH CAN INFILTRATE STORMWATER BELOW GRADE, WE EXPECT THE FLOW CHARACTERISTICS OF THE PROPOSED DESIGN TO MATCH THE ORIGINAL ASSUMPTIONS OF THE REGIONAL FACILITY. WE EXPECT PHASE 2 IMPROVEMENTS WILL BE SUBJECT TO MINIMUM REQUIREMENTS 1-10 UNDER THE 2023 GIG HARBOR STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, AND WILL HAVE AN INFILTRATION RATE OF 0.1 INCHES PER HOUR UNDER THE TURF SURFACES, SIMILAR TO THE PHASE 3 IMPROVEMENTS. FOR NEW AND REPLACED IMPERVIOUS SURFACES TO MATCH THE FORESTED CONDITION, AN UNDERGROUND DETENTION SYSTEM IS PROPOSED PRIOR TO DISCHARGING TO MCCORMICK CREEK. WE DON'T EXPECT THIS DETENTION SYSTEM TO BE LARGER THAN 160 FEET X 29 FEET X 6 FEET.

Stakeholder Meeting #2 / Public Meeting #2 Feedback

ALTERNATIVES ANALYSIS

Following are the notes, discussion items, and stakeholder feedback recorded in the second stakeholder meeting:

1. Batting cages should have 60' length. Soccer – FIFA fields can be reduced in width – 55-75 yards is the range – we are showing 70 yds – could reduce to maybe 65 yards and would still be fine.
2. U.S. Youth Soccer is their reference
3. Parking – existing parking along McCormick Creek extends southeast along McCormick Creek as well (approx. 15 more stalls), plus auxiliary lot across from residential development (43 stalls) – so 36+15+43 = 94 more spaces that should be included in the parking counts for these alternatives.
4. These on-street parking stalls were developed as part of a prior agreement and it was agreed they could be used by Penlight fields users – so they should be counted.
5. Detention Vault – should it be shown in outfield? Dean Z – actually will likely be under the parking lot.
6. Alternative D is preferred.
7. 'High School Sized' verbiage implies these are meant for use by high-schools, who prevent public from using their fields – so we should use different terminology for those, such as 'Full-Sized Baseball.'
8. Lighting for Fields and Parking is not mentioned – include.
9. Updated lighting for Phase 2 (with updated technology for cutoff lighting).
10. Security fencing – no perimeter security fencing, just vehicle gates – this is in line with standards for similar facilities in the region.
11. Nets over the pavilion area between two fields – to catch foul balls (Silverdale Fairgrounds as precedent).
12. Tree Preservation – will come up in city council – currently we are preserving 31% - 25% is the

requirement.

13. Tree replacement – is there a way to do any needed tree replacement off site in lieu of on site?
14. Other areas such as donkey creek and the tree conservation there were intended as mitigation for this site.
15. Provide more buffer planting to the south of Phase 2 for the residential development to the south/east
16. Alternative D – what is power source for lights? Will need to be determined in design.
17. Provide an office for Phase 3 fields.
18. Provide areas for spectators at midpoint of soccer fields – teams will gather on opposite sides of fields (between two fields). Need minimum of 6' clear on edge of fields for refs. Plus room for teams to gather (minimum 12' – more if possible.)
19. Ambulance/EMS entrance – 20' clear width required. South Driveway entrance, provide a little more turn radius for vehicle entry/exit.
20. Alternative D is preferred. Acknowledge higher cost, but the revenue gained by this is justified.
21. Currently for tournaments, teams have to play in Tacoma, some never even make it to GH for a GH-hosted tournament.
22. Tax revenue for more tournaments to be able to be held in GH will help.
23. Bike racks / bus stop incorporated?
24. Propose creation of a document to tell story of benefits of fields?
25. Revenue benefits of fields.
26. New lighting – with cutoff (environmental benefit)

27. Septic conversion to sewer benefit

28. Protecting wetlands (not encroaching into stream) – benefit.

29. Tree Preservation benefit.

Additionally, the following stakeholder written feedback was received:

1. What happened to the "Pullout area for drop-off/pickup" on the E-W road south of Tim Taylor YMCA? I believe that convenient drop-off/pickup mitigates uncertainty in predicting parking requirements, particular if YMCA parking is then available. I would make this a requirement for any concept.
 2. The concepts are similar in functionality (Field Inventory) with the big difference being a High School sized field in Alternative D. So a big question remains, how important is this? If it is essential to provide for High School baseball, then go with Alternative D.
 3. A lot of information is provided on Grading and Stormwater, but it is not clear to me "so what?". I presume that Grading and Stormwater management is more difficult (and therefore more expensive) for Alternative D but some effort should be made to quantify the difference to help in decision making.
- Bottom line, Alt D provides a High School ball field but presumably at more cost (maybe longer development schedule?). Alt D also provides marginally more parking (26 spaces) but if effective drop-off/pickup can be provided, parking issues might be effectively mitigated.
- As summarized in my email of 9/1/23, "I suggest that the baseball community stakeholders address question of what is the 'value' of the High School sized baseball field (to our High School, for use by baseball clubs, to support tournament play, ...) while allowing the more comprehensive study to define the cost difference for our City Council to consider in light of available funding and other budget priorities.

Additionally, the following public feedback was noted (verbally) at the second public meeting:

1. The current snack shack is inadequate.
2. Need more parking.
3. More parking in Phase 2.
4. Traffic impact study?
5. Widen driveways at Phase 3.
6. McCormick Street is not a through street - provide signs to alert people of this.
7. Neighbor stated he is excited for the fields.
8. Long overdue - more fields.
9. Clarify meaning of comfort station? Bathroom.

Following the second stakeholder and public meetings, Alternatives D and E were updated to incorporate some of the stakeholder feedback at this point, and delivered to the City for their review.

The main differences involved the addition of stormwater design detail including preliminary field under-drain layouts, detention vaults and stormwater layout. Additionally, the reduction of Phase 3 soccer field widths allowed for more gathering space for fields and referees along the sidelines while maintaining enough field width to meet stakeholder requirements, and adding radii to some of the driveway entrances.

The updated alternatives that were delivered to the City for review prior to the City Council Study Session are shown on the following 4 pages.

Alternative 'D' Update

ALTERNATIVES ANALYSIS



FIELD INVENTORY:
1 315' OUTFIELD FIELD (BASEBALL/SOFTBALL)
1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
1 200' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
3 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
1 150' X 225' U-11 SOCCER/GENERAL PRACTICE FIELD
TOTAL BY SPORT:
5 BASEBALL/SOFTBALL
3 FOOTBALL
3 SOCCER (2 FIFA SIZED)
3 LACROSSE 1 SMALL MULTISPORT PRACTICE FIELD

PROS:
-MORE ADDITIONAL PARKING THAN ALTERNATIVE 'E'
-RELOCATION OF UMPIRE SHACK COULD IMPROVE PEDESTRIAN CIRCULATION / SITE ORGANIZATION
-PHASE 3 FIELDS CAN ACCOMMODATE HIGH-SCHOOL SIZED BASEBALL FIELD (315' OUTFIELD)
CONS:
-NO ADDITIONAL PROGRAMMABLE / SPECTATOR SPACE BETWEEN PHASE 3 FIELDS
-PRIORITIZES MAXIMUM FIELD PROGRAMMING / FLEXIBILITY AT THE EXPENSE OF MORE PARKING IN PHASE 3
-PHASE 3 GRADING IS ALL AT ONE LEVEL, POTENTIALLY INCREASING HEIGHT OF RETAINING WALLS

PARKING SUMMARY:
-PHASE 3 PROPOSED PARKING SPACES: 71*
-PHASE 2 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
-THE 51 EXISTING PARALLEL PARKING STALLS ALONG MCCORMICK CREEK DRIVE AND 44 SPACES IN THE PARKING LOT ACROSS MCCORMICK CREEK DRIVE FROM OCEANA STREET ARE NOT INCLUDED IN THIS PARKING SUMMARY, BUT ARE REGULARLY UTILIZED FOR FIELD EVENTS / PRACTICES.
*PARKING WITHIN PHASE 3 PROPERTY LINE ONLY DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING

Alternative 'D' Grading Update

ALTERNATIVES ANALYSIS



GRADING CONCEPT:

GENERALLY, THE GRADING CONCEPT REQUIRES SEVERAL RETAINING WALLS TO MANAGE THE GRADE CHANGE ACROSS THE SITE. A RETAINING WALL WOULD WRAP THE ENTIRE NORTH EDGE AND EAST EDGE OF THE PHASE 3 FIELDS, AND WOULD MAX OUT AT 16' HIGH AT THE NORTHEAST CORNER. ANOTHER RETAINING WALL SEPARATING PHASES 2 AND THREE WOULD BE AT ITS HIGHEST AT THE NORTHEAST CORNER OF THE PROPOSED PHASE 2 MULTIPURPOSE FIELD, MAXING OUT AT 21' HIGH. LASTLY, THE EXPANSION OF THE LARGE BASEBALL FIELD IN PHASE 2 WOULD REQUIRE A RETAINING WALL WHICH WOULD BE APPROXIMATELY 11' HIGH. ALL THE SYNTHETIC TURF FIELDS ARE ASSUMED TO BE FLAT. THE PHASE TWO FIELDS ARE AT APPROXIMATELY 206' ELEVATION, WHILE THE PHASE 3 FIELDS ARE AT APPROXIMATELY 228' ELEVATION (DIFFERENCE OF 22 FEET). TWO ACCESSIBLE RAMPS AT A SLOPE OF APPROXIMATELY 1.0% PROVIDE AN ACCESSIBLE CONNECTION BETWEEN PHASE 2 AND PHASE THREE, AND AN ACCESSIBLE CONNECTION BETWEEN THE UPPER PARKING ON THE EAST SIDE OF PHASE 3 AND THE PHASE 3 FIELDS.

STORMWATER CONCEPT:

THE ARTIFICIAL TURF FIELDS ARE ASSUMED TO BE IMPERVIOUS SURFACES DUE TO THEIR RUNOFF CHARACTERISTICS AND ARE EXPECTED TO INCLUDE AN UNDERDRAIN SYSTEM. PRELIMINARY GEOTECHNICAL INVESTIGATIONS INDICATE RELATIVELY LOW PERMEABILITY SOILS AND A RECOMMENDED DESIGN INFILTRATION RATE OF 0.1 INCHES PER HOUR. WE EXPECT TO APPLY THIS INFILTRATION RATE UNDER ALL ARTIFICIAL TURF SURFACES. THE PHASE 3 IMPROVEMENTS LIE WITHIN LOT 3 OF THE BUSINESS PARK AT HARBOR HILL. THIS PARCEL WAS INCLUDED IN THE DESIGN FOR THE HARBOR HILL WEST REGIONAL STORMWATER FACILITY. WE INTEND THAT RUNOFF FROM PHASE 3 THAT DOES NOT INFILTRATE WILL BE CONVEYED TO THE REGIONAL FACILITY. IT APPEARS THAT PHASE 3 IMPROVEMENTS WILL EXCEED THE HARD SURFACE AREA ASSUMPTIONS OF THE REGIONAL FACILITY DESIGN. HOWEVER, DUE TO THE LARGE AREA OF TURF FIELDS WHICH CAN INFILTRATE STORMWATER BELOW GRADE, WE EXPECT THE FLOW CHARACTERISTICS OF THE PROPOSED DESIGN TO MATCH THE ORIGINAL ASSUMPTIONS OF THE REGIONAL FACILITY. WE EXPECT PHASE 2 IMPROVEMENTS WILL BE SUBJECT TO MINIMUM REQUIREMENTS 1-10 UNDER THE 2023 GIG HARBOR STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, AND WILL HAVE AN INFILTRATION RATE OF 0.1 INCHES PER HOUR UNDER THE TURF SURFACES, SIMILAR TO THE PHASE 3 IMPROVEMENTS. FOR NEW AND REPLACED IMPERVIOUS SURFACES TO MATCH THE FORESTED CONDITION, AN UNDERGROUND DETENTION SYSTEM IS PROPOSED PRIOR TO DISCHARGING TO MCCORMICK CREEK.

Alternative 'E' Update
ALTERNATIVES ANALYSIS



FIELD INVENTORY:

- 1 300' OUTFIELD FIELD (BASEBALL/SOFTBALL)
- 2 200' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
- 2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
- 3 360' BY 210' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
- 1 150' X 225' U-11 SOCCER/GENERAL PRACTICE FIELD

TOTAL BY SPORT:

- 5 BASEBALL/SOFTBALL
- 3 FOOTBALL
- 3 SOCCER (2 FIFA SIZED)
- 3 LACROSSE
- 1 SMALL MULTI-SPORT PRACTICE FIELD

PROS:

- ADDITION OF MULTIPURPOSE FIELD IN PHASE 2
- EXPANDS LARGEST PHASE 2 BALLFIELD TO 300' OUTFIELD
- FLEXIBLE, PROGRAMMABLE GATHERING SPACE BETWEEN TWO PHASE 3 FIELDS WHICH CAN BE ORIENTED TOWARDS WEST OR EAST FIELDS
- STEPPING PHASE 3 FIELDS TO CREATE GRADE CHANGE BETWEEN FIELDS AND POTENTIALLY REDUCE RETAINING WALL HEIGHTS.

CONS:

- LESS ADDITIONAL PARKING THAN ALTERNATIVE 'D'
- PHASE 3 CANNOT ACCOMMODATE HIGH-SCHOOL SIZED BASEBALL FIELD.
- UMPIRE SHACK LOCATION IS NOT OPTIMAL FOR PEDESTRIAN CIRCULATION BETWEEN PHASE 2 FIELDS.

PARKING SUMMARY:

- PHASE 3 PROPOSED PARKING SPACES: 51*
- PHASE 2 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
- THE 51 EXISTING PARALLEL PARKING STALLS ALONG MCCORMICK CREEK DRIVE AND 44 SPACES IN THE PARKING LOT ACROSS MCCORMICK CREEK DRIVE FROM OCEANIA STREET ARE NOT INCLUDED IN THIS PARKING SUMMARY, BUT ARE REGULARLY UTILIZED FOR FIELD EVENTS / PRACTICES.
- *PARKING WITHIN PHASE 3 PROPERTY LINE ONLY DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING

DISCLAIMER: CONCEPT LEVEL PARKING DATA IS SUBJECT TO CHANGE

Alternative 'E' Grading Update

ALTERNATIVES ANALYSIS



GRADING CONCEPT:

GENERALLY, THE GRADING CONCEPT REQUIRES SEVERAL RETAINING WALLS TO MANAGE THE GRADE CHANGE ACROSS THE SITE. A RETAINING WALL WOULD WRAP THE ENTIRE NORTH EDGE AND EAST EDGE OF THE PHASE 3 FIELDS, AND WOULD MAX OUT AT 12' HIGH AT THE NORTHEAST CORNER. ANOTHER RETAINING WALL SEPARATING PHASES 2 AND THREE WOULD BE AT ITS HIGHEST AT THE NORTHEAST CORNER OF THE PROPOSED PHASE 2 MULTIPURPOSE FIELD, MAXING OUT AT 21' HIGH. LASTLY, THE EXPANSION OF THE LARGE BASEBALL FIELD IN PHASE 2 WOULD REQUIRE A RETAINING WALL WHICH WOULD BE APPROXIMATELY 11' HIGH. ALL THE SYNTHETIC TURF FIELDS ARE ASSUMED TO BE FLAT. THE PHASE TWO FIELDS ARE AT APPROXIMATELY 206' ELEVATION. THE PHASE 3 FIELDS ARE STEPPED AT APPROXIMATELY 228.5' ELEVATION AND 231.5' ELEVATION, WITH 3 8' STEPS BETWEEN THEM. TWO ACCESSIBLE RAMPS AT A SLOPE OF APPROXIMATELY 1.8% PROVIDE AN ACCESSIBLE CONNECTION BETWEEN PHASE 2 AND PHASE THREE, AND AN ACCESSIBLE CONNECTION BETWEEN THE UPPER PARKING ON THE EAST SIDE OF PHASE 3 AND THE PHASE 3 FIELDS.

STORMWATER CONCEPT:

THE ARTIFICIAL TURF FIELDS ARE ASSUMED TO BE IMPERVIOUS SURFACES DUE TO THEIR RUNOFF CHARACTERISTICS AND ARE EXPECTED TO INCLUDE AN UNDERDRAIN SYSTEM. PRELIMINARY GEOTECHNICAL INVESTIGATIONS INDICATE RELATIVELY LOW PERMEABILITY SOILS AND A RECOMMENDED DESIGN INFILTRATION RATE OF 0.1 INCHES PER HOUR. WE EXPECT TO APPLY THIS INFILTRATION RATE UNDER ALL ARTIFICIAL TURF SURFACES. THE PHASE 3 IMPROVEMENTS LIE WITHIN LOT 3 OF THE BUSINESS PARK AT HARBOR HILL. THIS PARCEL WAS INCLUDED IN THE DESIGN FOR THE HARBOR HILL WEST REGIONAL STORMWATER FACILITY. WE INTEND THAT RUNOFF FROM PHASE 3 THAT DOES NOT INFILTRATE WILL BE CONVEYED TO THE REGIONAL FACILITY. IT APPEARS THAT PHASE 3 IMPROVEMENTS WILL EXCEED THE HARD SURFACE AREA ASSUMPTIONS OF THE REGIONAL FACILITY DESIGN. HOWEVER, DUE TO THE LARGE AREA OF TURF FIELDS WHICH CAN INFILTRATE STORMWATER BELOW GRADE, WE EXPECT THE FLOW CHARACTERISTICS OF THE PROPOSED DESIGN TO MATCH THE ORIGINAL ASSUMPTIONS OF THE REGIONAL FACILITY. WE EXPECT PHASE 2 IMPROVEMENTS WILL BE SUBJECT TO MINIMUM REQUIREMENTS 1-10 UNDER THE 2023 GIG HARBOR STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, AND WILL HAVE AN INFILTRATION RATE OF 0.1 INCHES PER HOUR UNDER THE TURF SURFACES, SIMILAR TO THE PHASE 3 IMPROVEMENTS. FOR NEW AND REPLACED IMPERVIOUS SURFACES TO MATCH THE FORESTED CONDITION, AN UNDERGROUND DETENTION SYSTEM IS PROPOSED PRIOR TO DISCHARGING TO MCCORMICK CREEK.

VE Process / City Council Study Session #2

ALTERNATIVES ANALYSIS

The design team and City collaborated to identify ways to meet the needs of the stakeholders, and find out what sacrifices to the current designs they would be willing to make in order to bring project costs down.

The City consulted with the stakeholders’ group on some potential VE strategies. The stakeholders were willing to allow some reduction in the large baseball field size, but there was a strong desire not to reduce the size of the northern Phase 2 fields or the Phase 3 fields.

BCRA then made revisions to the two alternative designs, implementing a series of VE strategies. Some of the main cost reduction strategies included:

- 1. Reduction of the Phase 2 baseball outfield distance to slightly (10-15 feet) beyond the existing outfield fence, thereby greatly reducing necessary retaining walls and synthetic turf area/quantity.
- 2. Revision of the ramp alignment to align with grading of the hillside in lieu of retaining walls, reducing ramp/wall amounts/costs.
- 3. Large reduction in retaining walls, primarily in Phase 2.
- 4. Removal of expensive fascia panels from the soldier pile wall in Phase 3.
- 5. Leave existing umpire shed as is rather than relocate it, which involved significant costs due to associated infrastructure adjustments.
- 6. Utilize the majority of existing paving between the Phase 2 fields rather than re-paving the entire area.
- 7. Leave existing batting cages in place, re-purpose and re-located existing aluminum bleachers.
- 8. Remove the revised driveway at Phase 2 parking lot - reduce Phase 2 parking lot scope to re-striping only.
- 9. Stormwater vaults - utilize less expensive ‘doghouse’ style Stormtech system, rather than concrete vaults.
- 10. Revise concrete paving to reduce quantities of new concrete.
- 11. Revise turf fields to trim the amount of synthetic turf.
- 12. Reduction in the assumed landscape square footages.

Following these strategies, the estimated construction costs for the fields were able to be reduced significantly. As with the original preliminary construction cost report, The project construction costs in the report assumed that each phase would be constructed independently/separately, but included an estimated savings if the phases were to be constructed concurrently. The table below summarizes the estimated costs, post-VE revisions (The full updated cost report can be found as Appendix E of the feasibility study):

PHASE 2 AND 3 PRELIMINARY CONSTRUCTION COSTS (POST-VALUE ENGINEERING)				
PROJECT COMPONENT	QUANTITY	UNIT	ESTIMATE COST	WITH G.C. MARK-UPS
Alternate D Scope				
Phase 2, Alternate D	1.25	LS	\$6,835,140	\$8,543,925
Phase 3, Alternate D	1.25	LS	\$9,397,908	\$11,747,385
Phase 2 & 3 Alternate D total				\$20,291,310
Alternate E Scope				
Phase 2, Alternate E	1.25	LS	\$6,835,140	\$8,543,925
Phase 3, Alternate E	1.25	LS	\$9,469,328	\$11,836,660



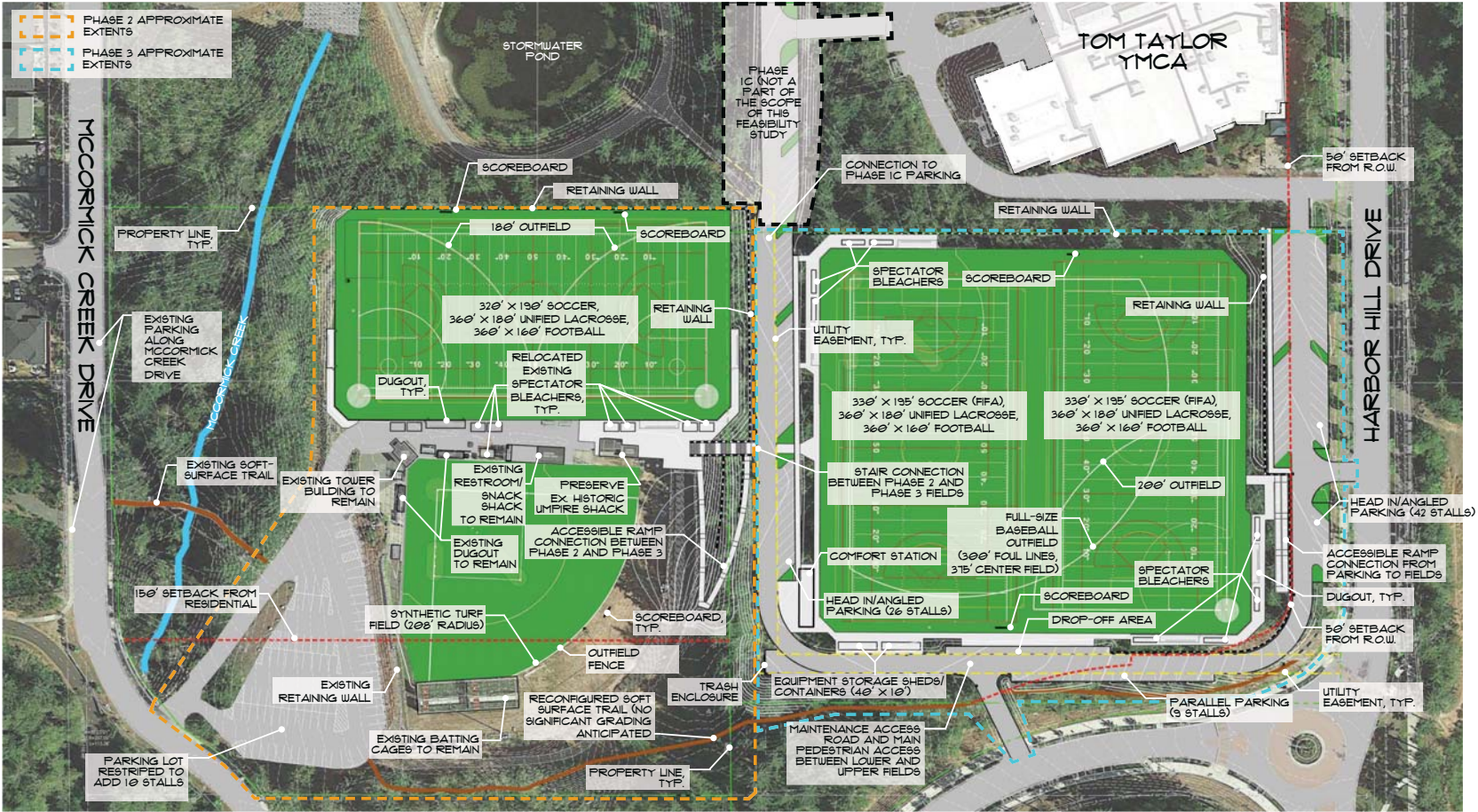
Study Session #2

BCRA and the City attended the City Council Study Session held on January 18, 2024, to present the two alternatives, and request that the City Council select one of the two remaining alternatives as the Preferred Alternative.

In the study session, BCRA presented Alternatives D & E, highlighted the main differences and pros and cons between each alternative, highlighted the main differences in cost between each of the alternatives, and presented a tree preservation exhibit demonstrating how the alternatives met the city’s tree preservation requirements and would propose to replace all trees removed at a 1:1 ratio offsite. BCRA answered questions from the Council, and then each Council Member expressed which of the two design they would choose to move forward as the preferred alternative.

The designs and exhibits presented in the second City Council Study Session are shown on the following 7 pages, followed by the feedback received from the City Council:

City Council Study Session #2 Alternative 'D'
ALTERNATIVES ANALYSIS



FIELD INVENTORY:
1 315' OUTFIELD FIELD (BASEBALL/SOFTBALL)
1 200' OUTFIELD FIELD (BASEBALL/SOFTBALL)
1 200' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
2 180' OUTFIELD FIELDS (BASEBALL/SOFTBALL)
2 360' BY 195' & 1 360' BY 190' MULTI-PURPOSE FIELDS (FOOTBALL, SOCCER, AND LACROSSE)
1 150' X 225' U-11 SOCCER/GENERAL PRACTICE FIELD
TOTAL BY SPORT:
5 BASEBALL/SOFTBALL
3 FOOTBALL
3 SOCCER (2 FIFA SIZED)
3 LACROSSE

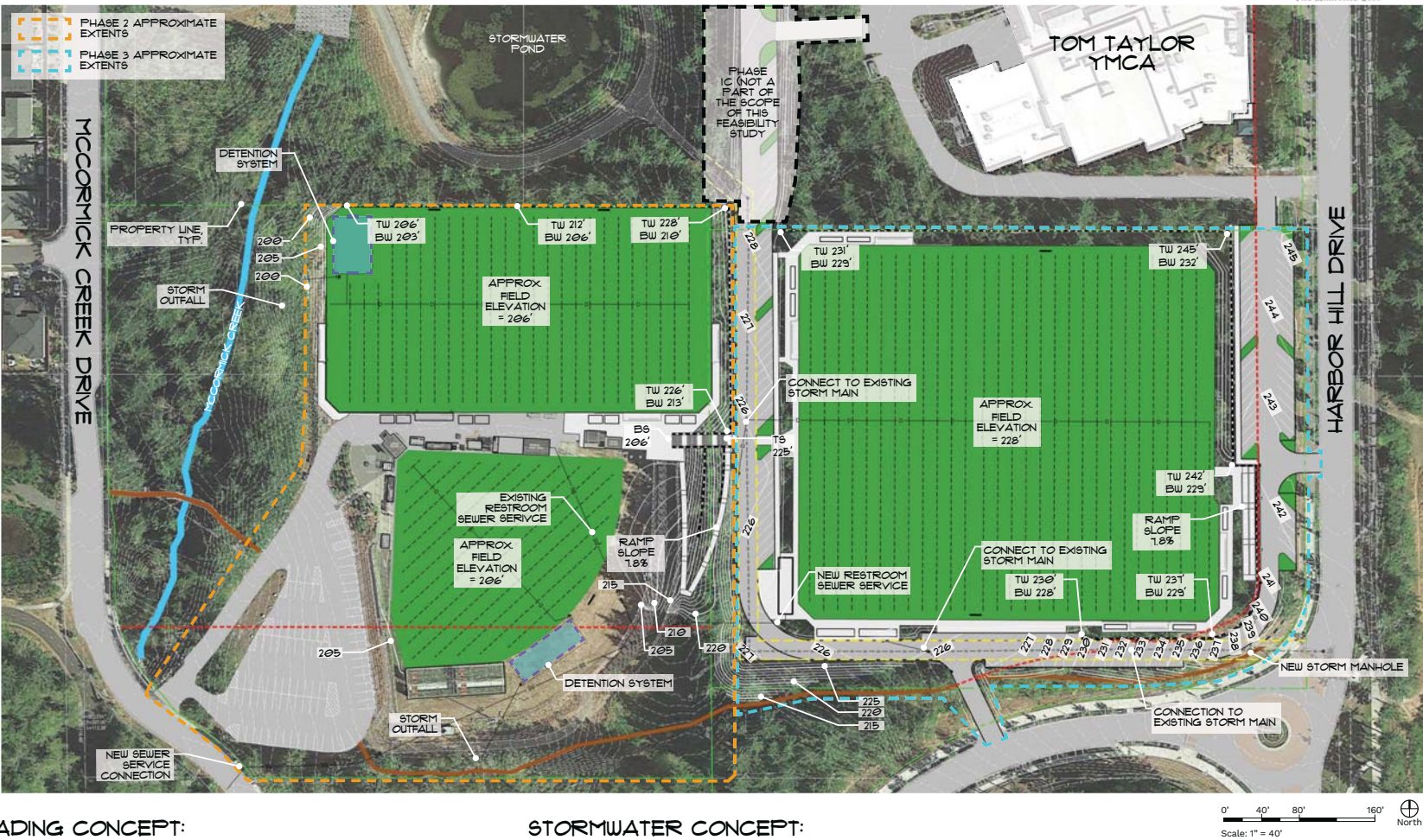
PROS:
-MORE ADDITIONAL PARKING THAN ALTERNATIVE 'E'
-PHASE 3 FIELDS CAN ACCOMMODATE FULL-SIZED BASEBALL FIELD (315' OUTFIELD)

CONS:
-NO ADDITIONAL PAVED PROGRAMMABLE / SPECTATOR SPACE BETWEEN PHASE 3 FIELDS
-PHASE 3 GRADING IS ALL AT ONE LEVEL, INCREASING HEIGHT OF RETAINING WALLS

PARKING SUMMARY:
-PHASE 3 PROPOSED PARKING SPACES: 71
-PHASE 2 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
-THE 51 EXISTING PARALLEL PARKING STALLS ALONG MCCORMICK CREEK DRIVE AND 44 SPACES IN THE PARKING LOT ACROSS MCCORMICK CREEK DRIVE FROM OCEANIA STREET ARE NOT INCLUDED IN THIS PARKING SUMMARY, BUT ARE REGULARLY UTILIZED FOR FIELD EVENTS / PRACTICES.
*PARKING WITHIN PHASE 3 PROPERTY LINE ONLY - DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING.

City Council Study Session #2 Alternative ‘D’ Grading / Storm Design

ALTERNATIVES ANALYSIS



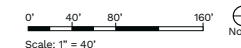
GRADING CONCEPT:

GENERALLY, THE GRADING CONCEPT REQUIRES SEVERAL RETAINING WALLS TO MANAGE THE GRADE CHANGE ACROSS THE SITE. A RETAINING WALL WOULD WRAP THE ENTIRE NORTH EDGE AND EAST EDGE OF THE PHASE 3 FIELDS, AND WOULD MAX OUT AT 16' HIGH AT THE NORTHEAST CORNER. ANOTHER RETAINING WALL SEPARATING THE NORTHERN PORTION OF PHASES 2 AND THREE WOULD BE AT ITS HIGHEST AT THE NORTHEAST CORNER OF THE PROPOSED PHASE 2 MULTIPURPOSE FIELD, MAXING OUT AT 21' HIGH. THE LARGE BASEBALL FIELD IN PHASE 2 WOULD REMAIN WITHIN ITS EXISTING FOOTPRINT, ELIMINATING THE NEED FOR ADDITIONAL RETAINING WALLS AT THE OUTFIELD. ALL THE SYNTHETIC TURF FIELDS ARE ASSUMED TO BE FLAT. THE PHASE TWO FIELDS ARE AT APPROXIMATELY 206 ELEVATION, WHILE THE PHASE 3 FIELDS ARE AT APPROXIMATELY 228 ELEVATION (DIFFERENCE OF 22 FEET) TWO ACCESSIBLE RAMPS AT A SLOPE OF APPROXIMATELY 1.8% PROVIDE AN ACCESSIBLE CONNECTION BETWEEN PHASE 2 AND PHASE THREE, AND AN ACCESSIBLE CONNECTION BETWEEN THE UPPER PARKING ON THE EAST SIDE OF PHASE 3 AND THE PHASE 3 FIELDS.

STORMWATER CONCEPT:

THE ARTIFICIAL TURF FIELDS ARE ASSUMED TO BE IMPERVIOUS SURFACES DUE TO THEIR RUNOFF CHARACTERISTICS AND ARE EXPECTED TO INCLUDE AN UNDERDRAIN SYSTEM. PRELIMINARY GEOTECHNICAL INVESTIGATIONS INDICATE RELATIVELY LOW PERMEABILITY SOILS AND A RECOMMENDED DESIGN INFILTRATION RATE OF 0.1 INCHES PER HOUR. WE EXPECT TO APPLY THIS INFILTRATION RATE UNDER ALL ARTIFICIAL TURF SURFACES. THE PHASE 3 IMPROVEMENTS ARE WITHIN LOT 3 OF THE BUSINESS PARK AT HARBOR HILL. THIS PARCEL WAS INCLUDED IN THE DESIGN FOR THE HARBOR HILL WEST REGIONAL STORMWATER FACILITY. WE INTEND THAT RUNOFF FROM PHASE 3 THAT DOES NOT INFILTRATE WILL BE CONVEYED TO THE REGIONAL FACILITY. IT APPEARS THAT PHASE 3 IMPROVEMENTS WILL EXCEED THE HARD SURFACE AREA ASSUMPTIONS OF THE REGIONAL FACILITY DESIGN. HOWEVER, DUE TO THE LARGE AREA OF TURF FIELDS WHICH CAN INFILTRATE STORMWATER BELOW GRADE, WE EXPECT THE FLOW CHARACTERISTICS OF THE PROPOSED DESIGN TO MATCH THE ORIGINAL ASSUMPTIONS OF THE REGIONAL FACILITY. WE EXPECT PHASE 2 IMPROVEMENTS WILL BE SUBJECT TO MINIMUM REQUIREMENTS 1-10 UNDER THE 2023 GIG HARBOR STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, AND WILL HAVE AN INFILTRATION RATE OF 0.1 INCHES PER HOUR UNDER THE TURF SURFACES, SIMILAR TO THE PHASE 3 IMPROVEMENTS. FOR NEW AND REPLACED IMPERVIOUS SURFACES TO MATCH THE FORESTED CONDITION, AN UNDERGROUND DETENTION SYSTEM IS PROPOSED PRIOR TO DISCHARGING TO MCCORMICK CREEK.

ALTERNATIVES ANALYSIS

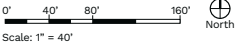


PARKING SUMMARY:

- PHASE 3 PROPOSED PARKING SPACES: 51*
- PHASE 2 PROPOSED PARKING SPACES: 84 (14 EXISTING - 10 GAINED)
- THE 51 EXISTING PARALLEL PARKING STALLS ALONG MCCORMICK CREEK DRIVE AND 44 SPACES IN THE PARKING LOT ACROSS MCCORMICK CREEK DRIVE FROM OCEANA STREET ARE NOT INCLUDED IN THIS PARKING SUMMARY, BUT ARE REGULARLY UTILIZED FOR FIELD EVENTS / PRACTICES.
- *PARKING WITHIN PHASE 3 PROPERTY LINE ONLY DOES NOT INCLUDE POTENTIAL PHASE 1C PARKING
- DISCLAIMER: CONCEPT LEVEL PARKING DATA IS SUBJECT TO CHANGE.

City Council Study Session #2 Alternative ‘E’ Grading / Storm Design

ALTERNATIVES ANALYSIS



GRADING CONCEPT:

GENERALLY, THE GRADING CONCEPT REQUIRES SEVERAL RETAINING WALLS TO MANAGE THE GRADE CHANGE ACROSS THE SITE. A RETAINING WALL WOULD WRAP THE ENTIRE NORTH EDGE AND EAST EDGE OF THE PHASE 3 FIELDS, AND WOULD MAX OUT AT 12' HIGH AT THE NORTHEAST CORNER. ANOTHER RETAINING WALL SEPARATING THE NORTHERN PORTION OF PHASES 2 AND THREE WOULD BE AT ITS HIGHEST AT THE NORTHEAST CORNER OF THE PROPOSED PHASE 2 MULTIPURPOSE FIELD, MAXING OUT AT 21' HIGH. THE LARGE BASEBALL FIELD IN PHASE 2 WOULD REMAIN WITHIN ITS EXISTING FOOTPRINT, ELIMINATING THE NEED FOR ADDITIONAL RETAINING WALLS AT THE OURFIELD. ALL THE SYNTHETIC TURF FIELDS ARE ASSUMED TO BE FLAT. THE PHASE TWO FIELDS ARE AT APPROXIMATELY 206' ELEVATION. THE PHASE 3 FIELDS ARE STEPPED AT APPROXIMATELY 228.5' ELEVATION AND 231.5' ELEVATION, WITH 3' STEPS BETWEEN THEM. TWO ACCESSIBLE RAMPS AT A SLOPE OF APPROXIMATELY 1.8% PROVIDE AN ACCESSIBLE CONNECTION BETWEEN PHASE 2 AND PHASE THREE, AND AN ACCESSIBLE CONNECTION BETWEEN THE UPPER PARKING ON THE EAST SIDE OF PHASE 3 AND THE PHASE 3 FIELDS.

STORMWATER CONCEPT:

THE ARTIFICIAL TURF FIELDS ARE ASSUMED TO BE IMPERVIOUS SURFACES DUE TO THEIR RUNOFF CHARACTERISTICS AND ARE EXPECTED TO INCLUDE AN UNDERDRAIN SYSTEM. PRELIMINARY GEOTECHNICAL INVESTIGATIONS INDICATE RELATIVELY LOW PERMEABILITY SOILS AND A RECOMMENDED DESIGN INFILTRATION RATE OF 0.1 INCHES PER HOUR. WE EXPECT TO APPLY THIS INFILTRATION RATE UNDER ALL ARTIFICIAL TURF SURFACES. THE PHASE 3 IMPROVEMENTS LIE WITHIN LOT 3 OF THE BUSINESS PARK AT HARBOR HILL. THIS PARCEL WAS INCLUDED IN THE DESIGN FOR THE HARBOR HILL WEST REGIONAL STORMWATER FACILITY. WE INTEND THAT RUNOFF FROM PHASE 3 THAT DOES NOT INFILTRATE WILL BE CONVEYED TO THE REGIONAL FACILITY. IT APPEARS THAT PHASE 3 IMPROVEMENTS WILL EXCEED THE HARD SURFACE AREA ASSUMPTIONS OF THE REGIONAL FACILITY DESIGN. HOWEVER, DUE TO THE LARGE AREA OF TURF FIELDS WHICH CAN INFILTRATE STORMWATER BELOW GRADE, WE EXPECT THE FLOW CHARACTERISTICS OF THE PROPOSED DESIGN TO MATCH THE ORIGINAL ASSUMPTIONS OF THE REGIONAL FACILITY. WE EXPECT PHASE 2 IMPROVEMENTS WILL BE SUBJECT TO MINIMUM REQUIREMENTS 1:10 UNDER THE 2023 GIG HARBOR STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, AND WILL HAVE AN INFILTRATION RATE OF 0.1 INCHES PER HOUR UNDER THE TURF SURFACES, SIMILAR TO THE PHASE 3 IMPROVEMENTS. FOR NEW AND REPLACED IMPERVIOUS SURFACES TO MATCH THE FORESTED CONDITION, AN UNDERGROUND DETENTION SYSTEM IS PROPOSED PRIOR TO DISCHARGING TO MCCORMICK CREEK.

City Council Study Session #2 - Alternate Comparison

ALTERNATIVES ANALYSIS



Alternative D Summary:

-Preferred by stakeholders' group.

Pros:

- Can accommodate full-sized baseball field (375' center field distance).
- More parking than Alternative E - 84 spaces in Phase 2, 77 spaces in Phase 3, 161 total spaces.

Cons:

- No paved gathering/seating spaces between 2 multipurpose fields.



Alternative E Summary:

Pros:

- Paved gathering space between 2 multipurpose fields.
- Stepped Phase 3 fields reduces overall cut/fill.

Cons:

- No full-sized baseball field.
- Less parking than Alternative D - 51 spaces in Phase 3, 84 spaces in Phase 2, 135 spaces total.

City Council Study Session #2 Cost Comparison

ALTERNATIVES ANALYSIS



Alternative D Estimated Cost Report: \$20,291,310

More Overall Retaining Walls:

11,930 SF cast-in-place / 2,260 SF soldier pile / 340 SF rockery =
14,530 SF

\$2,974,250 (less than Alt E due to less soldier pile wall)

More Cut/Fill:

Phase 2 = 10,180 CY cut / 4,460 CY fill

Phase 3 = 47,370 CY cut / 10,220 CY fill

Total = 57,550 CY cut / 14,680 CY fill

Net Export: 42,870 CY

\$2,386,801 site prep and grading (more cost than Alt E)

Less Site Concrete/Paving:

\$736,725

Less Synthetic Turf:

Ph. 2 = 135,000 SF + Ph. 3 = 175,000 SF = 310,000 SF

\$3,186,800 Phase 2 + \$4,068,800 Phase 3 = **\$7,255,600**



Alternative E Cost Report: \$20,380,585

Less Overall Retaining Walls:

10,850 SF cast-in-place / 3,050 soldier pile / 340 SF rockery =
14,240 SF

\$3,065,813 (more than Alt D due to more soldier pile wall)

Less Cut/Fill:

Phase 2 = 10,180 CY cut / 4,460 CY fill

Phase 3 = 31,690 CY cut, 10,330 CY fill

Total = 41,870 CY cut / 14,790 CY fill

Net Export: 27,080 CY

\$2,052,638 site prep and grading costs

More Site Concrete/Paving:

\$817,475

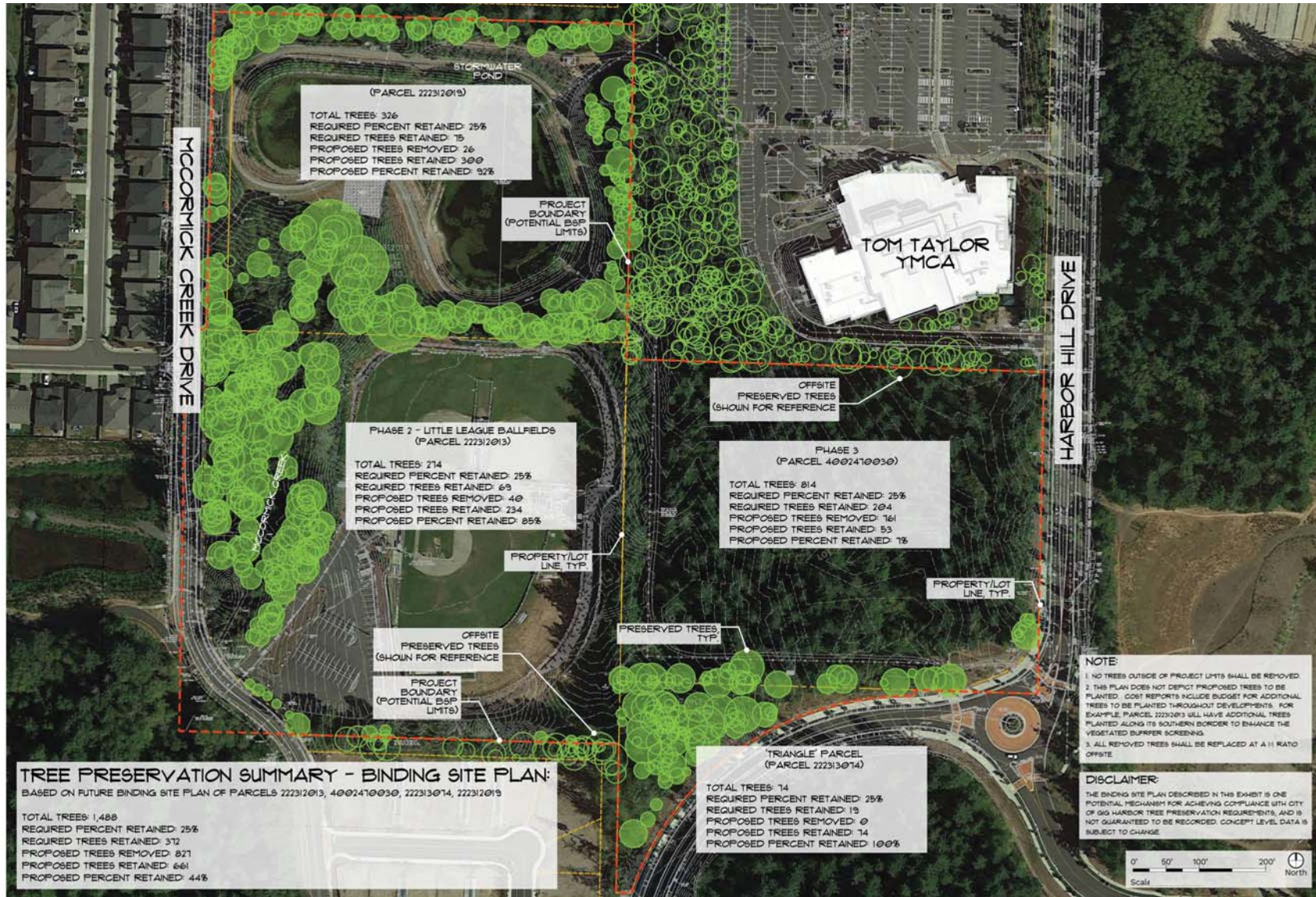
More Synthetic Turf:

Ph. 2 = 135,000 SF Ph. 3 = 177,000 SF = 312,000 SF

\$3,186,800 Phase 2 + \$4,150,050 Phase 3 = **\$7,336,850**

City Council Study Session #2 Tree Preservation

TREE PRESERVATION DIAGRAM



City Council Study Session #2 Feedback

ALTERNATIVES ANALYSIS

The following notes summarize the discussion items and feedback recorded in the second city council study session, organized by Council Member / Attendee:

Council Member/Attendee:

Council Member Storset:

- What would the restroom situation look like (Design consultant clarified new restroom in Phase 3, existing restroom in Phase 2)
- Option E may need to add storage in Phase 3
- Likes the soft trail
- Would like connection to the Cushman trail
- Prefers Option D
- likes the green belt at the SE corner of E/3

Public Works Director Langhelm:

- Clarified that the cost savings of building both phases concurrent is minimal

Council Member Henderson:

- Interested in tree retention at the north end of Phase 2
- Curious about the stormwater management (Design consultant answered with an explanation of infiltration/detention strategy)

Council Member Woock:

- Likes Phase 2 doesn't like Phase 3
- Referenced a flash vote that showed this
- Questioned the cost of replacement
- Questioned excluding cost estimation

Council Member Barber:

- Prefers Option D

Council Member Woock:

- Prefers Phase 2/D only

Council Member/Attendee:

Council Member Lykins:

- Prefers Option D

Council Member Henderson:

- Prefers Option D, does not like Phase 3

Council Member Coronado:

- Prefers Option D
- Likes more sports and more parking

City Administrator Knutson:

- Clarified that this is for feasibility only and does not authorize design or permitting
- No current partners for operations and maintenance

Based on the feedback received, the design team moved into the 'Preferred Alternative Development' phase with Alternative 'D' as the council-selected Preferred Alternative.

Preferred Alternative Process

PREFERRED ALTERNATIVE DEVELOPMENT



Preferred Alternative Development

In the preferred alternative phase, BCRA continued the development of the selected Preferred Alternative to a higher level of detail. At this point, the preferred alternative (feasibility-level) design was considered largely complete, and changes at this point were limited to minor revisions to the site layout, further development of the stormwater plan to more accurately size the detention vaults based on storm modeling, inclusion of ADA stalls into the preferred alternative plan, and development of a rendered site plan that depicted a higher level of detail / illustrative quality than prior iterations / alternatives. Additionally, the cost estimator was be re-engaged to develop an updated cost report based on the refined preferred alternative.

The desired outcome of the conclusion of this final phase of the feasibility study is for the feasibility study be formally adopted by the City Council as part of the public record.

The following pages present the preferred alternative design.

(Large-format versions of the Preferred Alternative Conceptual Field Layout and the Preferred Alternative Conceptual Grading and Stormwater Design) are included as Appendix F and G of the feasibility Study

Preferred Alternative Conceptual Field Layout

PREFERRED ALTERNATIVE DEVELOPMENT



Legend

- 01 180' Outfield

02 Retaining Wall

03 Scoreboard

04 Trash Enclosure

05 Dugout, typ.

06 Relocated Existing Spectator Bleachers

07 Spectator Bleachers, typ.

08 Comfort Station

09 Stair Connection Between Phase 2 and Phase 3 Fields

10 Drop-off Area

11 Equipment/Storage Sheds (40' x 10')

12 Parallel Parking (8 stalls)

13 Maintenance Access Road & Main Pedestrian Access Between Upper and Lower Fields

14 Accessible Ramp Connection from Parking to Fields

15 Head in/Angled Parking (42 stalls)

16 Head in/Angled Parking (26 stalls)

17 330' x 195' Soccer (FIFA), 360' x 180' Unified Lacrosse, 360' x 160' Football

18 330' x 190' Soccer, 360' x 180' Unified Lacrosse, 360' x 160' Football

19 Connection to Phase 1C Parking

20 200' Outfield

21 Outfield Fence

22 Reconfigured Soft Surface Trail (no significant grading anticipated)

23 Accessible Ramp Connection Between Phase 2 and Phase 3

24 Synthetic Turf Field (208' radius)

25 Preserve Existing Historic Umpire Shack

26 Existing Tower Building to Remain

27 Existing Dugout to Remain

28 Existing Restroom/Snack Shack to Remain

29 Existing Batting Cages to Remain

30 Existing Retaining Wall

31 Parking Lot Restriped to add 10 Stalls

32 Existing Soft-surface Trail

33 Existing Parking Along McCormick Creek Drive

34 Full-size Baseball Outfield (300' foul Lines, 375' center field)

35 ADA Accessible Parking Stalls

36 Dense Vegetated Buffer at Phase 2 South Property Line

Field Inventory

- 1 375' Outfield field (Baseball/Softball)

1 208' Outfield field (Baseball/Softball)

1 200' Outfield fields (Baseball/Softball)

2 180' Outfield fields (Baseball/Softball)

2 360' x 195' and 1 360' x 90' Multi-purpose fields (Football, Soccer, and Lacrosse)

1 150' x 225' U-11 Soccer/General practice field
- Total by Sport:

5 Baseball/Softball

3 Football

3 Soccer (2 FIFA sized)

3 Lacrosse

Preferred Alternative Conceptual Grading and Stormwater Design

PREFERRED ALTERNATIVE



GRADING CONCEPT:

GENERALLY, THE GRADING CONCEPT REQUIRES SEVERAL RETAINING WALLS TO MANAGE THE GRADE CHANGE ACROSS THE SITE. A RETAINING WALL WOULD WRAP THE ENTIRE NORTH EDGE AND EAST EDGE OF THE PHASE 3 FIELDS, AND WOULD MAX OUT AT 16' HIGH AT THE NORTHEAST CORNER. ANOTHER RETAINING WALL SEPARATING THE NORTHERN PORTION OF PHASES 2 AND THREE WOULD BE AT ITS HIGHEST AT THE NORTHEAST CORNER OF THE PROPOSED PHASE 2 MULTIPURPOSE FIELD, MAXING OUT AT 21' HIGH. THE LARGE BASEBALL FIELD IN PHASE 2 WOULD REMAIN WITHIN ITS EXISTING FOOTPRINT, ELIMINATING THE NEED FOR ADDITIONAL RETAINING WALLS AT THE OURFIELD. ALL THE SYNTHETIC TURF FIELDS ARE ASSUMED TO BE FLAT. THE PHASE TWO FIELDS ARE AT APPROXIMATELY 206 ELEVATION, WHILE THE PHASE 3 FIELDS ARE AT APPROXIMATELY 228 ELEVATION (DIFFERENCE OF 22 FEET). TWO ACCESSIBLE RAMPS AT A SLOPE OF APPROXIMATELY 1.8% PROVIDE AN ACCESSIBLE CONNECTION BETWEEN PHASE 2 AND PHASE THREE, AND AN ACCESSIBLE CONNECTION BETWEEN THE UPPER PARKING ON THE EAST SIDE OF PHASE 3 AND THE PHASE 3 FIELDS.

STORMWATER CONCEPT:

THE ARTIFICIAL TURF FIELDS ARE ASSUMED TO BE IMPERVIOUS SURFACES DUE TO THEIR RUNOFF CHARACTERISTICS AND ARE EXPECTED TO INCLUDE AN UNDERDRAIN SYSTEM. PRELIMINARY GEOTECHNICAL INVESTIGATIONS INDICATE RELATIVELY LOW PERMEABILITY SOILS AND A RECOMMENDED DESIGN INFILTRATION RATE OF 0.1 INCHES PER HOUR. WE EXPECT TO APPLY THIS INFILTRATION RATE UNDER ALL ARTIFICIAL TURF SURFACES. THE PHASE 3 IMPROVEMENTS LIE WITHIN LOT 3 OF THE BUSINESS PARK. AT HARBOR HILL, THIS PARCEL WAS INCLUDED IN THE DESIGN FOR THE HARBOR HILL WEST REGIONAL STORMWATER FACILITY. WE INTEND THAT RUNOFF FROM PHASE 3 THAT DOES NOT INFILTRATE WILL BE CONVEYED TO THE REGIONAL FACILITY. IT APPEARS THAT PHASE 3 IMPROVEMENTS WILL EXCEED THE HARD SURFACE AREA ASSUMPTIONS OF THE REGIONAL FACILITY DESIGN. HOWEVER, DUE TO THE LARGE AREA OF TURF FIELDS WHICH CAN INFILTRATE STORMWATER BELOW GRADE, WE EXPECT THE FLOW CHARACTERISTICS OF THE PROPOSED DESIGN TO MATCH THE ORIGINAL ASSUMPTIONS OF THE REGIONAL FACILITY. WE EXPECT PHASE 2 IMPROVEMENTS WILL BE SUBJECT TO MINIMUM REQUIREMENTS 1:10 UNDER THE 2023 GIG HARBOR STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, AND WILL HAVE AN INFILTRATION RATE OF 0.1 INCHES PER HOUR UNDER THE TURF SURFACES, SIMILAR TO THE PHASE 3 IMPROVEMENTS. FOR NEW AND REPLACED IMPERVIOUS SURFACES TO MATCH THE FORESTED CONDITION, AN UNDERGROUND DETENTION SYSTEM IS PROPOSED. THIS DESIGN MAINTAINS THE EXISTING DISCHARGE CONDITION AS THE EXISTING CONDITIONS.

Preliminary Cost Report - Preferred Alternative

ALTERNATIVES ANALYSIS

For the preferred alternative, Acker Consulting was re-engaged to update the initial construction cost reports for the preferred alternative.

As in the initial construction cost report, the estimate included full construction costs, plus the equivalent of a 4% - 5% design contingency. Additionally, the construction cost estimate included Contractor G.R, OH&P, B&I, B&O Tax Markups, and No Sales Tax. The construction cost estimate did not include design and project management.

The project construction costs in the report assumed that each phase would be constructed independently/separately, but included an estimated savings if the phases were to be constructed concurrently.

The updated construction cost report produced a budgetary cost estimate summarized in the table below (and on page 1 of the estimate, image on right). The initial preferred alternative construction cost report in its entirety is included as Appendix H of the feasibility study.

PREFERRED ALTERNATIVE - PHASE 2 AND 3 PRELIMINARY CONSTRUCTION COSTS				
PROJECT COMPONENT	QUANTITY	UNIT	ESTIMATE COST	WITH G.C. MARK-UPS
Preferred Alternative Scope				
Phase 2	1.25	LS	\$7,017,190	\$8,771,488
Phase 3	1.25	LS	\$11,608,913	\$11,608,913
Preferred Alternative Total				\$20,380,400



Completed: 2/28/24

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

Page 1 of 9

GENERAL SCOPE:

This is a preliminary cost study update that estimates a preferred Alternative D to construct Phases 2 and 3 of a Gig Harbor Sports Complex near the Tom Taylor YMCA in Gig Harbor, WA. Specifically excluded are Phases 1A, 1B and 1C, all of which are to be done at different times and under separate contracts. For estimating purposes, Phase 2 and Phase 3 scopes are still treated as separate individual projects in their Base Estimates. If both phases were to be done at the same time and under the same contract there might be a \$250,000 to \$300,000 overall efficiency savings, not taking into account additional savings of avoiding further construction cost escalation premiums. It is assumed the existing Phase 2 area ballfields will be closed to the public and out of commission when new Phase 2 work takes place there.

In this update a number of scope reductions have been implemented. In Phase 2 proposed grades have been adjusted which significantly reduce the cut/fill quantities of mass earthwork and overall surface areas of retaining walls. Also, premium soldier pile retaining walls have been eliminated in Phase 2. Lastly, the size of a replaced and expanded baseball field in Phase 2 has been reduced, and improvements in existing south areas have been minimized. Several minor scope reductions have been implemented in Phase 3 scope, but have been more than offset by the addition of a soldier pile retaining wall at its north side.

The estimate includes full construction costs, plus the equivalent of a 4% to 5% design contingency. Sales tax and other soft costs such as permits, design fees, third party testing, utility connection fees if applicable, owner's administration costs, a change order construction contingency, and third party project management costs are excluded. Also, since there is not yet a targeted date of when either Phase 2 or Phase 3 projects would start, all estimate costs are in current dollars. It is suggested that a construction cost escalation premium, calculated at about a 5% to 6% annual compounded rate, be added to the estimate bottom-lines once target dates are decided upon. Current scope information and costs are very preliminary and should be treated as such.

On this update to the cost report, dated 2/29/2024, BCRA, Inc. has made revisions to the original cost report, produced by Acker Consulting.

INCLUDED: 200,000 SF of Phase 2 and 305,000 SF of graded Phase 3 site improvements. Site removal of strippings, plus extensive net excavation cut haul-offs. Extensive retaining walls in both Phase 2 and Phase 3 sites. Premiums for a soldier pile retaining wall along the north boundary of Phase 3. Provisions for new outside utility services, still to be defined and clarified. A new water main loop line with fire hydrants in Phase 3. Removal of a septic system, and replaced with a new sewer line in Phase 2. A new large underground storm detention vault in the south portion of Phase 2. Sports field lighting in both Phases 2 and 3. Synthetic turf with underdrainage at new sports fields. Fencing at sports fields, plus backstops and scoreboards. Provisions for landscaping & irrigation in both phases. Re-painting and minor repair at existing Phase 2 building exteriors. A new Restroom & Concessions building in Phase 3. Simple roofs and lighting over new dugouts. Contractor's general requirements, overhead & profit. Contractor's bond & insurance, and B & O tax. A 4% to 5% design contingency.	EXCLUDED: Phase 1A, 1B and 1C work--under separate contracts. Significant overexcavation--excavated subgrade cuts used as suitable fills. Site improvements beyond Phase 2 & 3 boundaries indicated on plans. Precast fascia panels over new soldier pile retaining wall. Any wetlands mitigation work--assumed to be not applicable. A new access road, expanded parking, and a fire main loop in Phase 2 work. New storage containers, or removal & reinstallation of existing--by owner. A storm detention vault in Phase 3, or in the north portion of Phase 2. New parking lot lighting in Phase 2--existing remains. Grandstand type seating--portable type bleachers only. Electronic monitoring, cameras, controlled gates, or traffic control lighting. Extensive improvements in existing south Phase 2 parking lot that remains. Relocation of an existing Umpire & electrical shed in Phase 2 D--they remain. A new Restroom & Concessions building in Phase 2--existing remains. Fire sprinkler protection, or an outside fire sprinkler service in either phases. Sales tax, permits, 3rd party testing, design fees, or utility co. fees if applicable. Owner's administration costs, or a change order contingency. Construction cost escalation, or third party project management costs.
--	---

BUDGETARY COST ESTIMATE					REMARKS
PROJECT COMPONENT	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups	
BASE ESTIMATE PHASING AND PREFERRED OPTION D SUMMARY: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
PREFERRED ALTERNATE D SCOPE:					
PHASE 2, Alternate D.	1.25	LS	\$7,017,190	\$8,771,488	See Page 2 for an Estimate Summary Breakdown.
PHASE 3, Alternate D.	1.25	LS	\$9,287,130	\$11,608,913	See Page 6 for an Estimate Summary Breakdown.
PHASE 2 & 3 PREFERRED ALTERNATE D MACC TOTAL:				\$20,380,400	Alternate D, Phase 2 & 3 separate projects in current dollars.

All Estimate Costs are in First Quarter 2024 Dollars

For: BCRA

A CONCEPTUAL COST STUDY

From: Bill Acker Consulting Services

Conclusions and Recommendations

CHAPTER NAME

Conclusions/Next Steps

The conclusions we can draw from this feasibility study for Phases 2 and 3 of the Gig Harbor Sports Complex are summarized below:

Site: BCRA considered the site feasibility in its site investigations, alternative analysis, and preferred alternative development for Phases 2 and 3. From the beginning of the study, it was recognized that the site, Phase 3 in particular, presented a challenge in terms of siting two multipurpose athletic fields, due to the limited available space and topographic change across the parcel.

Additionally, the zoning and land use and requirements present a challenge in terms of providing a dense vegetated buffer along all sides of the parcel, given the limited available space remaining once the fields, paving, and access drives are constructed. By rezoning the Phase 3 parcel to PI (Public Institution), the City should have more flexibility with regards to meeting some of the development requirements in the zone.

The Phase 2 Fields are less challenging from a site development standpoint, as the site has already been more or less graded and is prepped for conversion to synthetic turf. The single-family neighborhood to the south makes it critical to bolster the southern edge of Phase 2 with additional trees.

Tree preservation is also identified as a key challenge to development of Phase 3. The City Council is clear in their directive to preserve trees wherever possible, and to replace trees at a 1:1 ratio offsite (if replacing onsite is not feasible). In the case of Phase 2 and 3, this tree replacement will largely need to be performed offsite at an as-yet to be determined location.

The site feasibility also is based upon the combining of the four parcels comprising the site into a single binding site plan. That this will occur is not yet a certainty, and creation of a binding site plan will likely need to be a part of the final development / construction of the site.

All of the developed alternatives (leading into and including the preferred alternative) depict a connection to Phase 1C. However, since Phase 1C was not included as a part of the scope of this feasibility study, more investigation is needed to determine the feasibility of this. In order to support the determination of how feasible the overall sports complex is as depicted in the 2018 master plan and this feasibility study, **we recommend that a feasibility study focusing on Phase 1C be performed.**

YMCA: The YMCA was a key stakeholder throughout this process and allowed the City and BCRA to make some broad assumptions about the connection off of Harbor Hill Drive into the parking lot in Phase 3. Based on conversations with the YMCA and the uncertainty of whether it would be feasible for any of the improvements to be constructed onto YMCA property to the north of Phase 3, the preferred alternative depicts a retaining wall along the north edge of Phase 3 which limits encroachment onto their property everywhere except at the entrance to the Phase 3 parking lot. **We recommend that more detailed conversations and collaboration between the City and the YMCA occur in order to further determine the details of how the sports complex and the YMCA will interface and coexist.**

Financial: The preliminary construction cost estimate for the preferred alternative is \$8.7M for Phase 2 and \$11.6M for Phase 3. These project costs assume that each phase will be constructed independently/separately. This study determined that there is limited cost savings to be gained by constructing the fields concurrently. Therefore, a phased approach to construction could be appropriate depending upon available funds and desired schedule.

As discussed in the City Council Study Session, the selection of the Preferred Alternative and the adoption of this feasibility study do not guarantee that the City will ultimately find the funds needed to design and construct this project. More study is

needed to determine the operational and financial feasibility of the project.

During our meetings with the Stakeholders, it became apparent that sports fields of these type and size and generate a significant amount of steady income through rental of the fields for weekend tournament events, or weekly sports leagues. The income generated by rental and use fees is often used to pay for operations, maintenance, and to finance loans issued to fund the field construction costs.

We recommend an operational/financial study/pro forma study to further determine the operational costs and revenue sources the sports complex can be expected to produce from tournament revenue, rentals, etc. This will enable the City to take a critical step toward determining the viability of the sports complex.

Phases 2 and 3 of the Gig Harbor Sports Complex represent a highly sought after recreational facility that will serve the growing need for recreational and field space in the region.

While there are still questions surrounding operational feasibility and financial feasibility for Phases 2 and 3, **there is site feasibility for Phases 2 and 3 of the sports complex.**



August 16, 2023

Kleinfelder Project No. 24000835.001A

Eric Streeby, PLA
Associate
Landscape Architect
BCRA Design
2106 Pacific Avenue, Suite 300
Tacoma, WA 98402

Subject: Infiltration Feasibility Study
Peninsula Light Fields
10303 McCormick Creek Drive
Gig Harbor, WA 98332

Dear Mr. Streeby:

This letter summarizes Kleinfelder's infiltration feasibility study performed in support of the proposed Peninsula Light Field Improvements project at 10303 McCormick Creek Drive in Gig Harbor, Washington. We based our scope of services on our proposal titled "Revised Proposal for Geotechnical Engineering Services, Gig Harbor Sports Complex Phase II & III Feasibility Study, 10303 McCormick Creek Drive and 10310 Harbor Hill Drive, Gig Harbor, Washington" dated April 19, 2023. The following sections summarize our findings and conclusions.

FIELD EXPLORATION AND LABORATORY TESTING

Field explorations consisted of excavating two test pits, designated TP-1 and 2, to depths of about 6½ feet below the existing ground surface. Test pits were excavated southeast of the existing ballfield in a gravel surfaced area at locations selected by the City of Gig Harbor. The coordinates were estimated using a handheld GPS for plotting on the Site and Exploration Map, which should be considered approximate. The Vicinity Map, Figure 1, presents the project location and the Site and Exploration Map, Figure 2, presents the locations of the test pits.

Excavation was performed using a Kubota KX040-4 equipped with a toothed digging bucket, owned and operated by John Nichols Excavating operating under subcontract to Kleinfelder. A Kleinfelder EIT observed and logged the test pit excavations and collected samples for further examination and testing in our laboratory in Redmond, Washington. Samples were collected at various depths based on observed stratigraphy. Soil density was estimated based on the observed excavation conditions and relative effort of the excavator. Laboratory testing consisted of nine natural moisture content tests, five sieve analyses, and two hydrometer analyses. Appendices A and B present Test Pit logs and laboratory test results, respectively.

GEOLOGIC AND SOILS MAPS

The Puget Lowland is characterized by a dynamic landscape that has been shaped primarily by continental glaciations, tectonic activity, and volcanism. Multiple phases of Pleistocene regional glaciation during the Fraser Glaciation have greatly influenced the modern topography and geology of the Puget Lowland, including Gig Harbor. The surficial soil units are derived predominantly from the latest glacial episode, the Vashon Stade of the Fraser Glaciation. Surface topography in the Puget Lowland is generally marked by north-south oriented ridges and valleys formed by glacial scouring, which were subsequently altered by post-glacial erosion and deposition. Surficial glacial deposits in the Gig Harbor area generally consist of glacial till, though the till is mantled in some areas by recessional outwash and/or recent alluvium. The 1:100k Surface Geology Map from the Washington Department of Natural Resources Geologic Information Portal indicates the site is underlain by Vashon Glacial Till.

The USDA Natural Resources Conservation Service Web Soil Survey map indicates that the site is underlain by Map Unit 16C, Harstine gravelly ashy sandy loam, 6 to 15 percent slopes. Per the City of Gig Harbor Stormwater Management and Site Development Manual, Appendix III Table B.5, this corresponds to Soil Hydrologic Group C, with moderately high runoff potential and an estimated 0.05 to 0.15 inches per hour infiltration rate.

SOIL AND GROUNDWATER CONDITIONS

Soils encountered in the test pit explorations were consistent with the referenced geologic map and consisted of approximately 3½ feet of fill / reworked glacial till overlying weathered glacial till. Except for the gravel surfacing, we interpreted the upper 3½ feet to consist of native soils likely placed and/or disturbed during original site grading for the ballfields. Below this, soils transitioned to a weathered glacial till consisting of silty sand with gravel and silty sand. We estimate the glacial till to be medium dense to dense and lab testing indicated 26 to 28 percent fines.

Groundwater seepage was not observed in our test pit explorations. Excavation was performed during the dry summer season and perched layers of groundwater may develop seasonally, particularly over layers of unweathered glacial till.

INFILTRATION FEASIBILITY

We evaluated infiltration feasibility based on geologic conditions, Soil Hydrogeologic Group, and soil grain size and density. In general, glacial till soils are very poor infiltration receptors due to density (compactness) and fines content. Infiltration rates measured in glacial till soils by means of Pilot Infiltration Tests are typically less than 0.1 inch / hour.

Based on the City of Gig Harbor Stormwater Management and Site Development Manual, grain size testing is only appropriate for estimating infiltration rates for Hydrogeologic Group A soils, a criterion the site soils do not meet. We concur with this limitation, and it is our opinion that grain size methods would significantly overestimate the infiltration rate for the soils encountered in the test pits.

We recommend that preliminary stormwater system design be based on infiltration rates of approximately 0.1 inch / hour, or less, and that provisions be made for handling and disposing of stormwater that does not infiltrate. There is a potential that some areas of the site are underlain by a mantle of recessional outwash that would have a higher infiltration rate. However, the outwash would

be underlain by glacial till and therefore would likely have a low long-term infiltration capacity.

Kleinfelder can perform additional explorations as part of a supplemental scope of services, if desired.

GEOLOGIC HAZARDS

Due to the relatively level site grades and soil conditions, we estimate the landslide, erosion, and seismic hazards at the site to be low.

LIMITATIONS

This work was performed in a manner consistent with the level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions, and at the date the services are provided. Our conclusions, opinion, and recommendations are based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no other representation, guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This report may be used only by the Client and the registered design professional in responsible charge and only for the purposes stated for this specific engagement within a reasonable time from its issuance, but in no event later than two (2) years from the date of the report.

CLOSING

We trust that this report serves your needs at this time. If you have questions regarding our professional services or need additional information, please contact our office at (425) 636-7900.

Sincerely,

KLEINFELDER

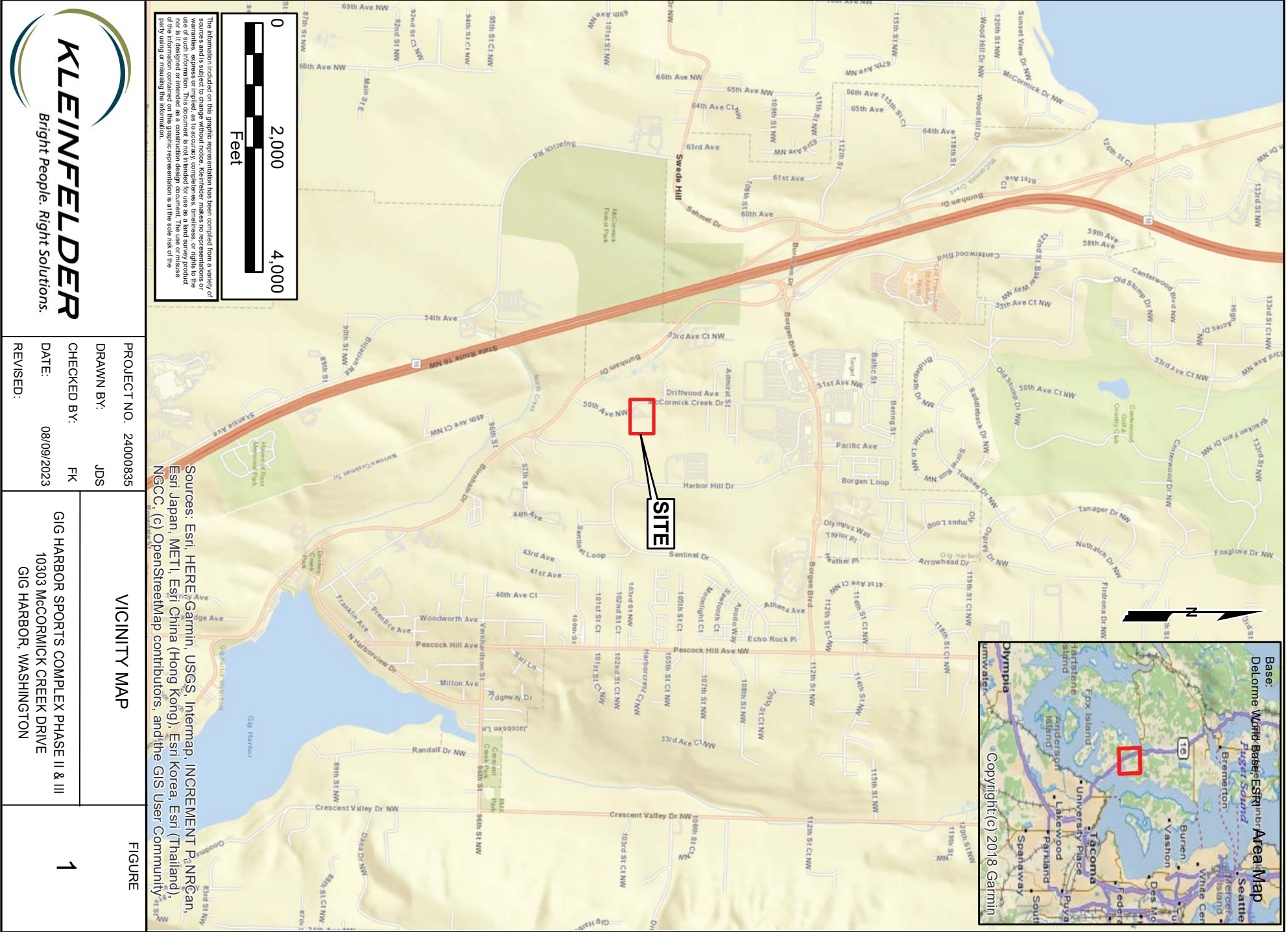


Panutad Kuwijitsuan, EIT (WA)
Geotechnical Engineer



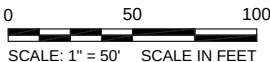
Marcus Byers, PE, P. Eng
Principal Geotechnical Engineer
Senior Project Manager

Attachments: Figure 1: Vicinity Map
Figure 2: Site and Exploration Map
Appendix A: Test Pit Logs
Appendix B: Laboratory Testing





© 2023 Microsoft Corporation © 2023 Maxar © CNES (2023) Distribution Airbus DS © 2023 TomTom © 2023 Bing



LEGEND



TEST PIT LOCATION

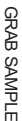
REFERENCE:
BASE MAPPING IMAGE DATA FROM © 2022 MICROSOFT CORP.
© 2023 MAXAR © CNES (2023) DISTRIBUTION AIRBUS DS.



PROJECT NO.	24000835	SITE AND EXPLORATION MAP	FIGURE 2
DRAWN BY	JDS		
CHECKED BY	FK	GIG HARBOR SPORTS COMPLEX PHASE II & III 10303 MCCORMICK CREEK DRIVE GIG HARBOR, WASHINGTON	
DATE:	08/09/2022		
REVISED:			

The information included on this graphic representation has been compiled from a variety of sources and is subject to change without notice. KTFenfelder makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a land survey product nor is it designed or intended as a construction design document. The use or misuse of the information contained on this graphic representation is at the sole risk of the party using or misusing the information.

UNIFIED SOIL CLASSIFICATION SYSTEM



GROUND WATER GRAPHICS

WATER LEVEL (level where first observed)

WATER LEVEL (level after stabilizing period)

WATER LEVEL (additional levels after exploration)

OBSERVED SEEPAGE

NOTES

- The report and graphics key are an integral part of these logs. All data and interpretations in this log are subject to the explanations and limitations stated in the report.

- Solid lines separating strata on the logs represent approximate boundaries only, dashed lines are inferred or extrapolated boundaries. Actual transitions may be gradual or differ from those represented.
- No warranty is provided as to the continuity of soil or rock conditions between individual sample locations.
- Logs represent general soil or rock conditions observed at the point of exploration on the date indicated.
- In general, Unified Soil Classification System (ASTM D2488/D2487) designations presented on the logs were based on visual classification in the field and were modified where appropriate based on gradation and index property testing.

- If sampler is not able to be driven at least 6 inches then 50/X indicates number of blows required to drive the identified sampler X inches with a 140 pound hammer falling 30 inches

ABBREVIATIONS

C_u - Coefficients of Uniformity
C_c - Coefficients of Curvature
WOH - Weight of Hammer
WOR - Weight of Rod

REFERENCES

1. American Society for Materials and Testing (ASTM), 2011, ASTM D2487: Classification of Soils for Engineering Purposes (Unified Soil Classification System).

[illegible]

FINE GRAINED SOILS (50% or more passes the No. #200 sieve)			
SILTS AND CLAYS (Liquid Limit less than 50)		ML	SILT, SILT WITH SAND, SILT WITH GRAVEL
		CL	LEAN CLAY, LEAN CLAY WITH SAND, LEAN CLAY WITH GRAVEL
		CL-ML	SILTY CLAY, SILTY CLAY WITH SAND, SILTY CLAY WITH GRAVEL
		OL	ORGANIC CLAY, ORGANIC CLAY WITH SAND, ORGANIC CLAY WITH GRAVEL, ORGANIC SILT, ORGANIC SILT WITH SAND, ORGANIC SILT WITH GRAVEL
		MH	ELASTIC SILT, ELASTIC SILT WITH SAND, ELASTIC SILT WITH GRAVEL
SILTS AND CLAYS (Liquid Limit 50 or greater)		CH	FAT CLAY, FAT CLAY WITH SAND, FAT CLAY WITH GRAVEL
		OH	ORGANIC CLAY, ORGANIC CLAY WITH SAND, ORGANIC CLAY WITH GRAVEL, ORGANIC SILT, ORGANIC SILT WITH SAND, ORGANIC SILT WITH GRAVEL

NOTE: USE MATERIAL DESCRIPTION ON THE LOG TO DEFINE A GRAPHIC THAT MAY NOT BE PROVIDED ON THIS LEGEND.

GRAPHICS KEY

APPENDIX

PROJECT NO.:
24000835.001A

DRAWN BY: PK

CHECKED BY: MBB

DATE: 8/15/2023

Gig Harbor Sports Complex Phase II & III

Gig Harbor, WA

A-1



GRAIN SIZE ¹			
DESCRIPTION		SIEVE SIZE	GRAIN SIZE
Boulders		>12 in.	>12 in. (304.8 mm.)
Cobbles		3 - 12 in.	3 - 12 in. (76.2 - 304.8 mm.)
Gravel	coarse	3/4 - 3 in.	3/4 - 3 in. (19 - 76.2 mm.)
	fine	#4 - 3/4 in.	0.19 - 0.75 in. (4.8 - 19 mm.)
	coarse	#10 - #4	0.079 - 0.19 in. (2 - 4.9 mm.)
Sand	medium	#40 - #10	0.017 - 0.079 in. (0.43 - 2 mm.)
	fine	#200 - #40	0.0029 - 0.017 in. (0.07 - 0.43 mm.)
Fines		Passing #200	<0.0029 in. (<0.07 mm.)

SECONDARY CONSTITUENT ¹		
Term of Use	AMOUNT	
	Secondary Constituent is Fine Grained	Secondary Constituent is Coarse Grained
Trace	<5%	<15%
With	≥5 to <15%	≥15 to <30%
Modifier	≥15%	≥30%

PLASTICITY	
DESCRIPTION	CRITERIA
Non-Plastic	A 1/8 in. (3 mm) thread cannot be rolled at any water content.
Low	The thread can barely be rolled and the lump cannot be formed when drier than the plastic limit.
Medium	The thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rolled after reaching the plastic limit. The lump crumbles when drier than the plastic limit.
High	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be rolled several times after reaching the plastic limit. The lump can be formed without crumbling when drier than the plastic limit.

MOISTURE CONTENT ¹	
DESCRIPTION	FIELD TEST
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table

CONSISTENCY - FINE-GRAINED SOIL ^{2,3}				
CONSISTENCY	SPT - N (# blows / ft)	Pocket Pen (tsi)	UNCONFINED COMPRESSIVE STRENGTH (q _u)(psf)	VISUAL / MANUAL CRITERIA
Very Soft	<2	PP < 0.25	<500	Easily penetrated several inches by fist
Soft	2 - 4	0.25 ≤ PP < 0.5	500 - 1,000	Easily penetrated several inches by thumb
Medium Stiff	4 - 8	0.5 ≤ PP < 1	1,000 - 2,000	Can be penetrated several inches by thumb with moderate effort
Stiff	8 - 15	1 ≤ PP < 2	2,000 - 4,000	Readily indented by thumb but penetrated only with great effort
Very Stiff	15 - 30	2 ≤ PP < 4	4,000 - 8,000	Readily indented by thumbnail
Hard	>30	4 ≤ PP	>8,000	Indented by thumbnail with difficulty

APPARENT DENSITY - COARSE-GRAINED SOIL ²	
APPARENT DENSITY	SPT-N (# blows / ft)
Very Loose	<4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	>50

DESCRIPTION	CRITERIA
Stratified	Alternating layers of varying material or color with layers at least 1/4-in. (6mm) thick, note thickness.
Laminated	Alternating layers of varying material or color with the layers less than 1/4-in. (6 mm) thick, note thickness.
Fissured	Breaks along definite planes of fracture with little resistance to fracturing.
Slickensided	Fracture planes appear polished or glossy, sometimes striated.
Blocky	Cohesive soil that can be broken down into small angular lumps which resist further breakdown.
Lensed	Inclusion of small pockets of different soils, such as small lenses of sand scattered through a mass of clay, note thickness.
Homogeneous	Same color and appearance throughout

ANGULARITY ¹	
DESCRIPTION	CRITERIA
Angular	Particles have sharp edges and relatively plane sides with unpolished surfaces.
Subangular	Particles are similar to angular description but have rounded edges.
Subrounded	Particles have nearly plane sides but have well-rounded corners and edges.
Rounded	Particles have smoothly curved sides and no edges.

REACTION WITH HYDROCHLORIC ACID ¹		CEMENTATION ¹	
DESCRIPTION	FIELD TEST	DESCRIPTION	FIELD TEST
None	No visible reaction	Weakly	Crumbles or breaks with handing or little finger pressure
Weak	Some reaction, with bubbles forming slowly	Moderately	Crumbles or breaks with considerable finger pressure
Strong	Violent reaction, with bubbles forming immediately	Strongly	Will not crumble or break with finger pressure

REFERENCES

1. American Society for Materials and Testing (ASTM), 2017, ASTM D2488: Standard Practice for Description and Identification of Soils (Visual Manual Procedures).
2. Terzaghi, K and Peck, R., 1948, *Soil Mechanics in Engineering Practice*, John Wiley & Sons, New York.
3. United States Department of the Interior Bureau of Reclamation (USBR), 1998, *Earth Manual*, Part I.



PROJECT NO.: 24000835.001A	SOIL DESCRIPTION KEY (For additional tables, see ASTM D2488)	APPENDIX
DRAWN BY: PK CHECKED BY: MBB DATE: 8/15/2023		

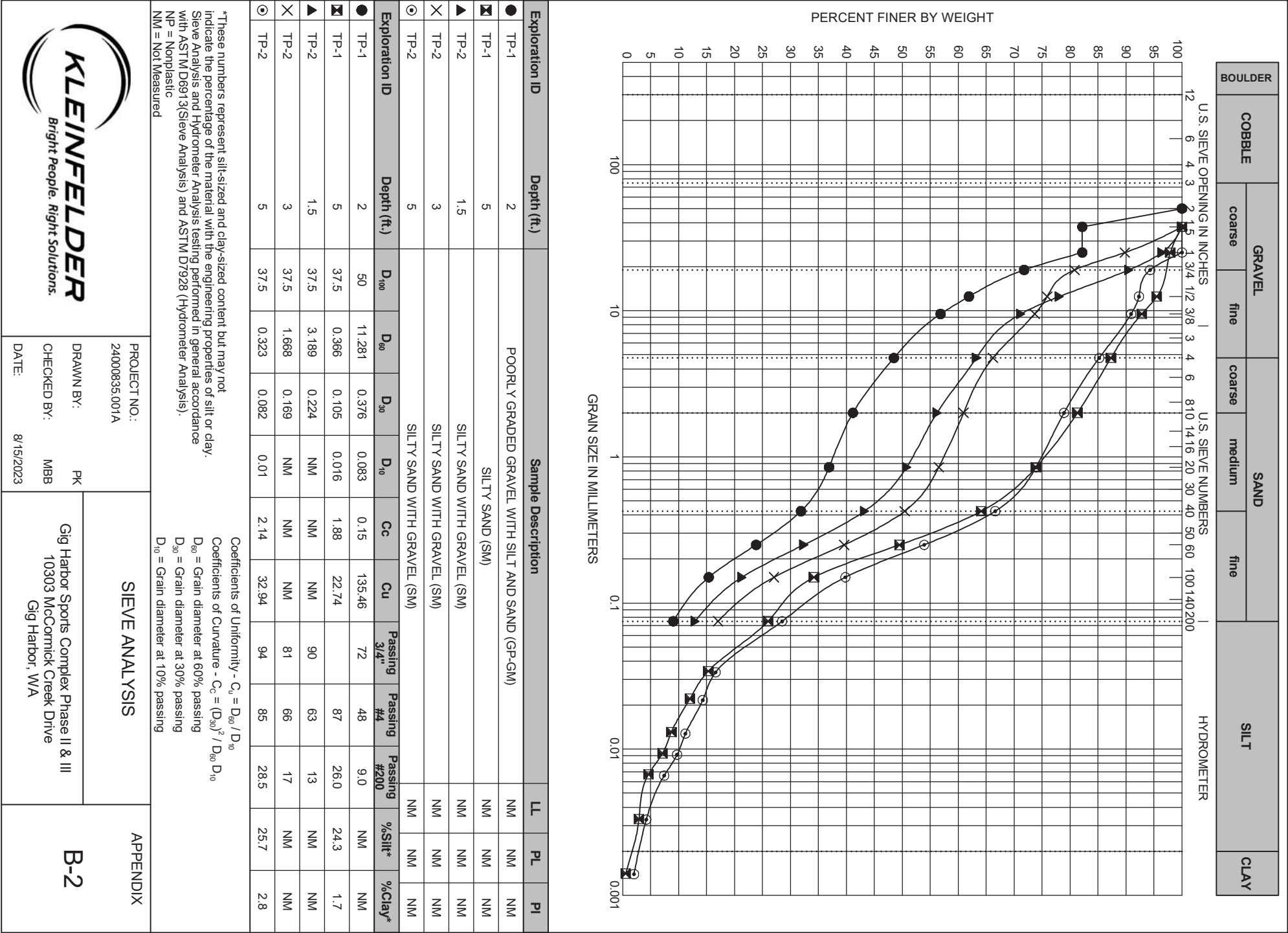
Date Begin - End: 6/09/2023 Logged By: P. Kuwijitsuwan Hor.-Vert. Datum: Not Available Plunge: N/A degrees Weather: 55F Rain		Excavation Company: JPN Contracting Excavation Crew: J. Nichols Excavation Equip.: Kubota KX040-4 Excav. Dimensions: 3 x 10 ft		TEST PIT LOG TP-1						
FIELD EXPLORATION		LABORATORY RESULTS								
Depth (feet)	Graphical Log	Sample Type	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/Remarks
	Surface Condition: Bare Earth and Grass									
	Lithologic Description									
	Poorly Graded GRAVEL with Silt and Sand (GP-GM): fine to medium gravel, subangular to subrounded gravel, light brown to brown, moist, rootlets and trace organics, fine to medium sand			4.5						
		GP-GM	4.5		48	9.0				
	GLACIAL TILL			6.9						
	Silty SAND with Gravel (SM): fine to medium sand, brown to gray, moist, iron oxide staining, weathered									
	some cobbles									
5	Silty SAND (SM): fine to medium sand, brown to gray, trace gravel, weathered			7.8		87	26.0			
The test pit was terminated at approximately 6.5 ft. below ground surface. The test pit was backfilled with excavated material on June 09, 2023.		GROUNDWATER LEVEL INFORMATION: Groundwater was not observed during excavation or after completion.				GENERAL NOTES:				
		PROJECT NO.: 24000835.001A		DRAWN BY: PK		CHECKED BY: MBB		DATE: 8/7/2023		
TEST PIT LOG TP-1		APPENDIX		A-3						
Gig Harbor Sports Complex Phase II & III 10303 McCormick Creek Drive Gig Harbor, WA		PAGE: 1 of 1								

[illegible]

Exploration ID	Depth (ft.)	Sample Description	Water Content (%)	Dry Unit Wt. (pcf)	Sieve Analysis (%)			Atterberg Limits			Additional Tests
					Passing 3/4"	Passing #4	Passing #200	Liquid Limit	Plastic Limit	Plasticity Index	
TP-1	0.5	POORLY GRADED GRAVEL WITH SILT AND SAND (GP-GM)	4.5								
TP-1	2.0	POORLY GRADED GRAVEL WITH SILT AND SAND (GP-GM)	4.5		72	48	9.0				
TP-1	3.5	SILTY SAND WITH GRAVEL (SM)	6.9								
TP-1	5.0	SILTY SAND (SM)	7.8			87	26.0				
TP-2	1.5	SILTY SAND WITH GRAVEL (SM)	5.5		90	63	13				
TP-2	3.0	SILTY SAND WITH GRAVEL (SM)	5.4		81	66	17				
TP-2	4.0	SILTY SAND WITH GRAVEL (SM)	6.0								
TP-2	5.0	SILTY SAND WITH GRAVEL (SM)	7.8		94	85	28.5				
TP-2	6.0	SILTY SAND WITH GRAVEL (SM)	8.1								

--	--	--	--	--	--	--	--	--	--	--	--

Refer to the Geotechnical Evaluation Report or the supplemental plates for the method used for the testing performed above. NP = NonPlastic		PROJECT NO.: 24000835.001A	LABORATORY TEST RESULT SUMMARY		APPENDIX B-1
		DRAWN BY: PK CHECKED BY: MBB DATE: 8/15/2023	Gig Harbor Sports Complex Phase II & III 10303 McCormick Creek Drive Gig Harbor, WA		



TECHNICAL MEMORANDUM

Prepared for: Eric Streeby, PLA

June 7, 2023

BCRA Designs

2106 Pacific Avenue, Suite 300

Tacoma, WA 98402

Prepared by: Grette Associates^{LLC}

File No.: 388.008

2709 Jahn Ave. NW, Ste. H5

Gig Harbor, WA 98335-7999

Re: Gig Harbor Sports Complex – Phase 3 Feasibility Site Investigations

1 INTRODUCTION

Grette Associates (Grette) is under contract with BCRA to assist with their feasibility study for the Phase 3 improvements for the Gig Harbor Sports Complex project located off Harbor Hill Dr. (Pierce County parcel 4002470030) within the City of Gig Harbor (Figure 1).

The purpose of this technical memorandum is to summarize Grette's June 2, 2023 site investigation to identify any wetland(s) or stream(s) that would be subject to the development standards defined in Chapter 18.08 of the Gig Harbor Municipal Code (GHMC).

2 BACKGROUND

2.1 National Wetlands Inventory

The U.S. Fish and Wildlife Service's National Wetlands Inventory (NWI) was queried to determine if previously-identified wetlands are present within 300 feet of the Phase 3 site (USFWS 2023). According to the NWI Interactive Online Mapper, there are no aquatic features mapped by NWI within 300 feet of the Phase 3 site. The nearest features are both located approximately 600 feet from the Phase 3 site to the east and west (Attachment 1).

2.2 State Water Classification System

The Washington Department of Natural Resources' (WDNR) Forest Practice Application Mapping Tool on-line mapper was queried to identify the water typing of any streams mapped by WDNR (WDNR 2023). According to WDNR, there is a Type F (fish habitat) stream located approximately 600 feet west and a Type F stream located approximately 600 feet east of the Phase 3 site (Attachment 1). The stormwater pond northwest of the Phase 3 site is mapped to be associated with the western stream and is also mapped as a Type F water.

Figure 1. Phase 3 – Vicinity Map



2.3 Soil Information

According to the Natural Resources Conservation Service's (NRCS) Web Soil Survey (NRCS 2023), the soils within the Phase 3 site consist of Harstine gravelly ashy sandy loam (6 to 15 percent slopes) which is not classified as a hydric soil (Attachment 1).

3 METHODS

Grette traversed and visually evaluated the Phase 3 site as well as those accessible areas within 300 feet to identify any feature that would meet the definition of a wetland or stream per Chapter 18.08 of the GHMC.

Potential wetland areas were visually evaluated using the criteria defined in the U.S. Army Corps of Engineers (USACE) *Federal Wetland Delineation Manual* (1987) and the USACE's *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)* (2010).

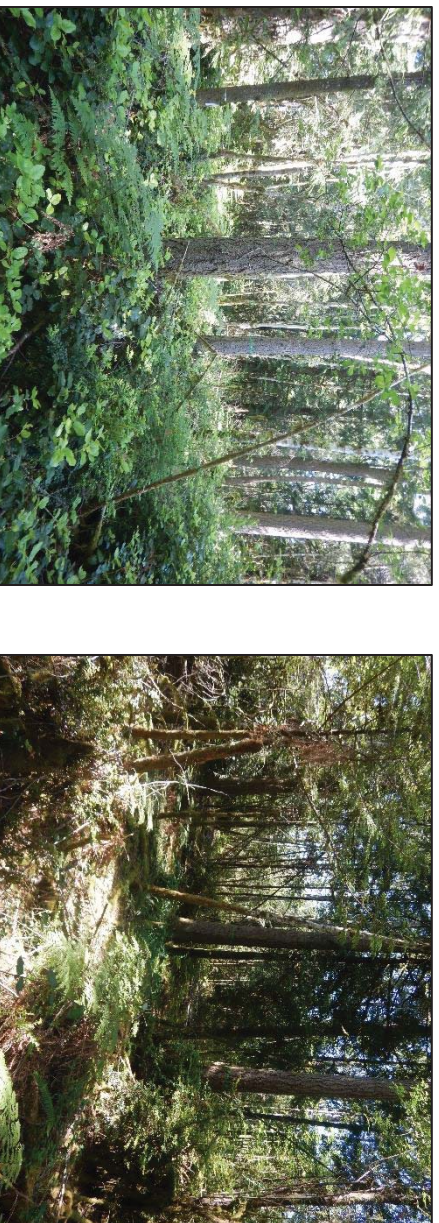
Streams were defined as any feature that would be classified as a natural water according to WAC 222-16-030 and Chapter 18.08 of the GHMC.

4 RESULTS

Upon completion, Grette did not identify any wetland or stream features on or within 300 feet of the Phase 3 site. With the exception of a narrow gravel road which appears to serve as a maintenance road to access the offsite stormwater pond to the northwest, the Phase 3 site is undeveloped and consists of a relatively mature conifer forest typical of the Puget Sound region (Figure 2).

During Grette's site assessment, no vegetation or seasonal hydrology was observed that would suggest potential wetland conditions are present within the Phase 3 site. The vegetation within the Phase 3 site predominantly consists of Douglas fir (*Pseudotsuga menziesii*), western red cedar (*Thuja plicata*), big-leaf maple (*Acer macrophyllum*), and red alder (*Alnus rubra*). Areas beneath the forest canopy predominantly consist of evergreen huckleberry (*Vaccinium ovatum*), salal (*Gaultheria shallon*), cascara (*Rhamnus purshiana*), trailing blackberry (*Rubus ursinus*) and bracken fern (*Pteridium aquilinum*).

Figure 2. General Phase 3 Site Conditions



The site is relatively flat and no obvious depressional areas or similar topography was identified that would suggest potential seasonal wetland hydrology occurs within the Phase 3 site. In

addition, according to lidar imagery (WDNR 2023) the Phase 3 site does not contain any topographic characteristics that would suggest potential wetland conditions may be present within the forested area.

The only offsite aquatic feature identified within 300 feet of the Phase 3 site is a stormwater pond that is situated approximately 250 feet northwest of the site. Historical aerials show that the pond was built in approximately 2007 during the construction of the Tom Taylor Family YMCA and was designed to manage and retain stormwater that falls within the YMCA facility. According to the historical information provided (Attachment 2), there is an existing wetland feature located north of the Phase 1 site that seasonally discharges through an approximately 700-foot bypass pipe into a small narrow ditch and into the western cell of the stormwater pond (Figure 3). Based on Grette's site observations, it appears that the western cell of the stormwater pond is intended to maintain seasonal hydrology discharge from the northern wetland to wetland areas mapped south of the stormwater pond (Attachment 2) and ultimately towards the Type F stream mapped by WDNR. The eastern cell appears to collect and retain stormwater runoff associated with the YMCA. No visible feature was observed along the divider berm within the stormwater pond to suggest these two cells function together.

Both cells of the stormwater management facility were constructed from uplands for the purpose of managing site stormwater and are not regulated wetlands as defined by GHMC 18.08.

Figure 3. Stormwater Pond Culverts



¹ The photograph left captures the inlet of the stormwater pond culvert that collects wetland discharge from the approximate 700-foot bypass pipe located north of the stormwater pond. The photograph on the right captures the stormwater outlet structure that seasonally discharges to maintain hydrology to the wetland and stream south of the stormwater pond.

5 CONCLUSION

Per Chapter 18.08 of the GHMC, all wetlands and streams shall be identified within 300 feet of a proposed project. No wetlands or streams were identified within 300 feet of the Phase 3 site during Grette's site assessment. The open water feature that is situated within approximately 250 feet of the Phase 3 site is a stormwater pond built during the construction of the YMCA facility. Based on the information provided, while NWI and WDNR do map a stream historically extending through the area where the stormwater pond was constructed, this feature appears to be inaccurately mapped and was not found to be present. More specifically, the provided site plan (Attachment 2) identifies wetlands to the north and south of the stormwater pond but does not identify a stream channel extending through either of these features. Given this information, it

appears that the stream mapped by NWI and WDNR likely originates south of the stormwater pond and that the construction of the stormwater pond did not include a modification of a natural stream channel.

In addition, the stormwater pond appears to have been constructed from uplands and not in a historical wetland area. According to the NRCS (2023), the historical soils mapped within the area where the stormwater pond was constructed consisted of Harstine gravelly ashy sandy loam (6 to 15 percent slopes) which is not classified as a hydric soil. Furthermore, NWI does not map a historical wetland feature in this area in comparison to the wetlands to the north and south of the stormwater pond and, based on historical aerials, this area appeared to consist of a similar upland forest observed in the Phase 3 site.

Per GHMC 18.08.030, wetlands do not include those features intentionally created from non-wetland areas, including stormwater detention/retention facilities. Based on the information available, the stormwater pond would not be considered a regulated wetland feature under Chapter 18.08 and therefore would not have a buffer extending into the Phase 3 site.

In closing, there are no critical areas (wetlands/streams) situated within the Phase 3 site or any offsite features within 300 feet that would potentially have an associated buffer extending onto the Phase 3 site.

If you have any questions on this memo, please contact me at (253) 573-9300, or by email at chadw@gretteassociates.com.

Regards,



Chad Wallin
Biologist

References:

- Environmental Laboratory (Corps). 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1, US Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.
- Natural Resource Conservation Service (NRCS). 2023. United States Department of Agriculture. Web Soil Survey [map online]. Queried June 5, 2023. URL: <http://websoilsurvey.nrcs.usda.gov/>
- U.S. Army Corps of Engineers (Corps). 2010. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)*, ed. J. S. Wakeley, R. W. Lichvar, and C. V. Noble. ERDC/EL TR-10-3. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

U.S. Fish and Wildlife Service (USFWS). 2023. Wetland Mapper [map online]. National Wetlands Inventory Queried June 5, 2023. URL: <http://www.fws.gov/wetlands/Wetlands-Mapper.html> Interactive Layer = “Wetlands”.

Washington Department of Natural Resources (WDNR). 2023. Forest Practices Application Mapping Tool [map online]. Streams and Water Type Breaks. Queried March 6, 2023. URL: <https://fortress.wa.gov/dnr/protectiongis/fpamt/index.html>

ATTACHMENT 1

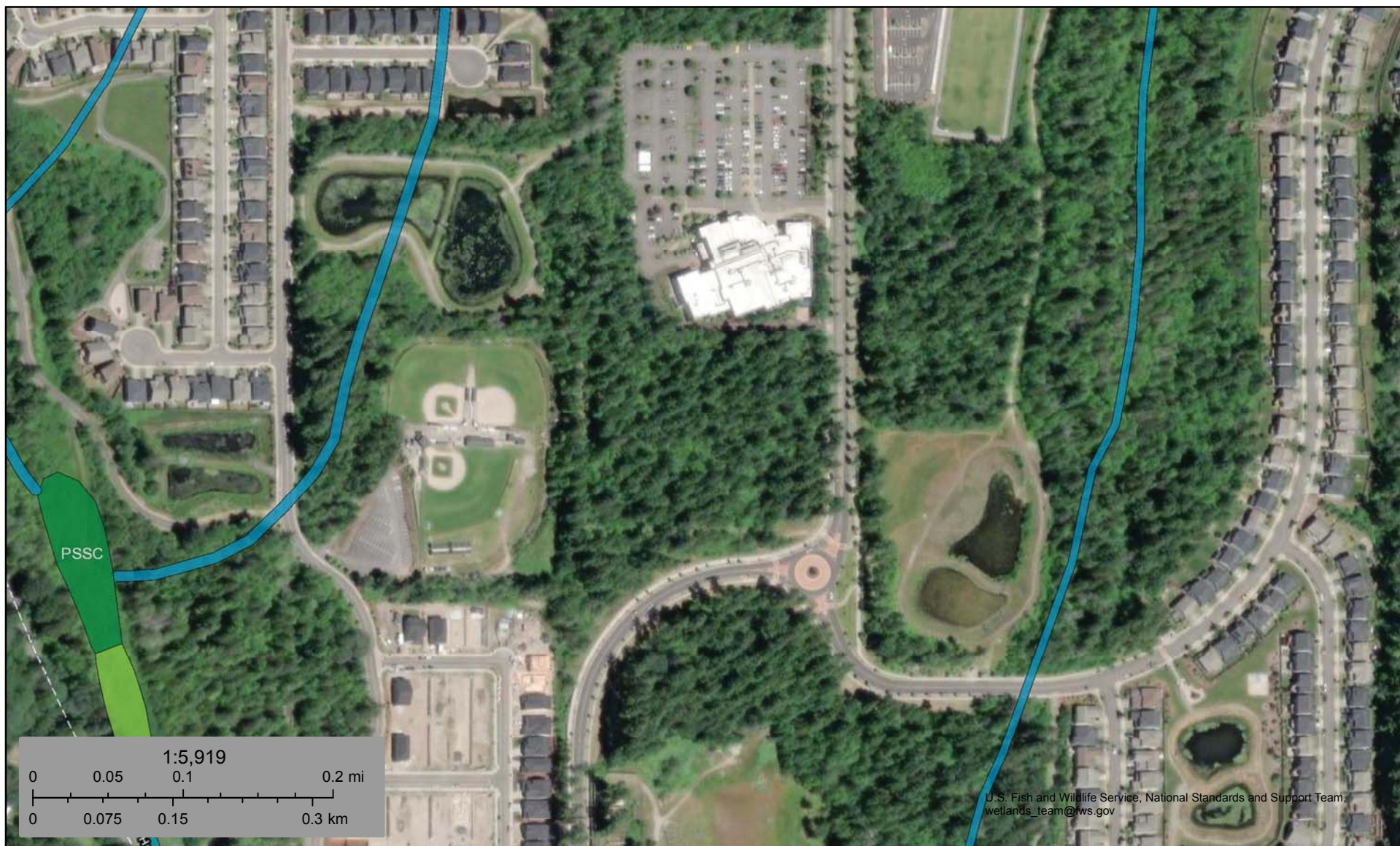
BACKGROUND RESEARCH



U.S. Fish and Wildlife Service

National Wetlands Inventory

Phase 3 - NWI Map



U.S. Fish and Wildlife Service, National Standards and Support Team,
wetlands_team@fws.gov

June 5, 2023

Wetlands_Alaska

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

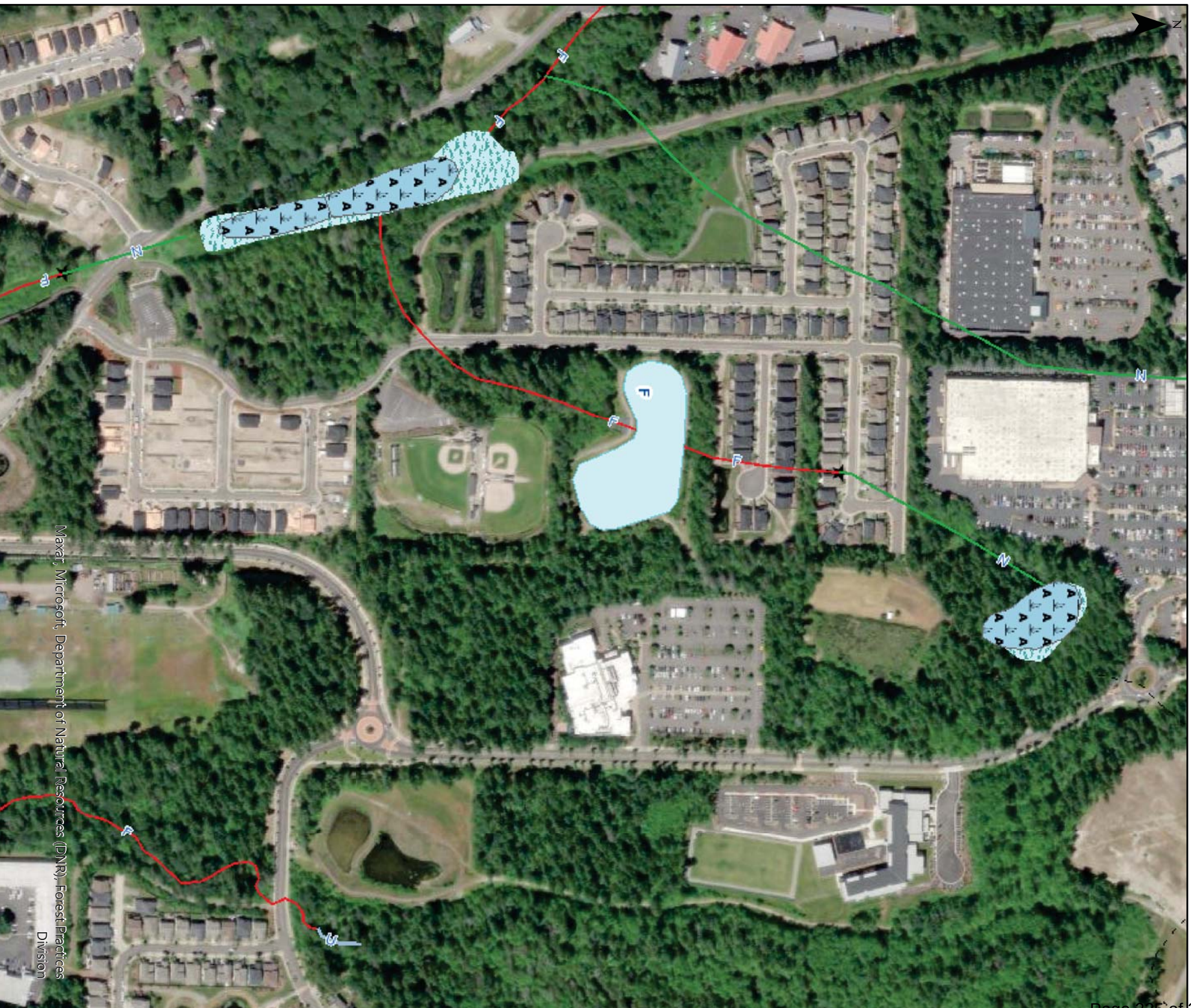
Freshwater Pond

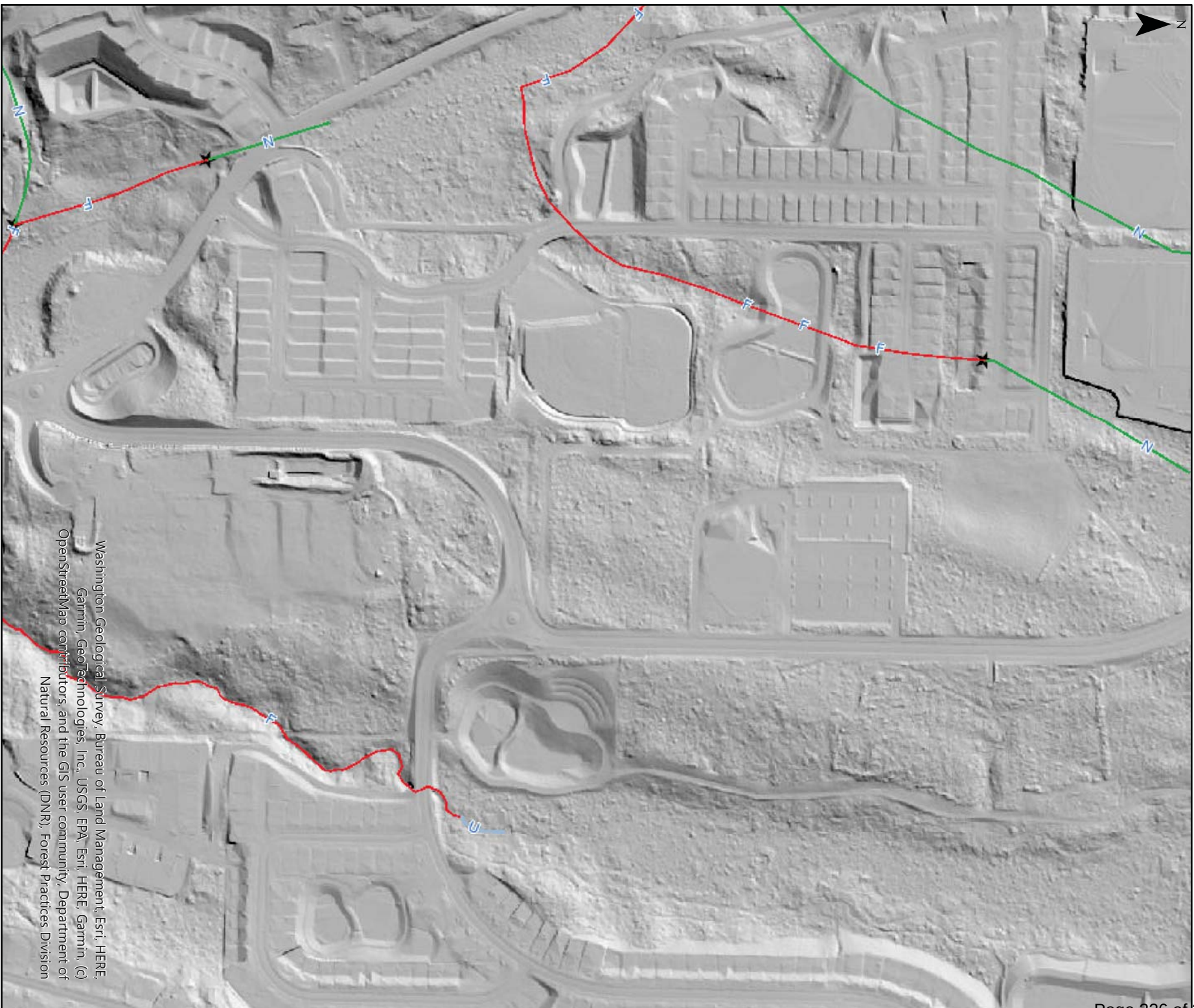
Lake

Other

Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



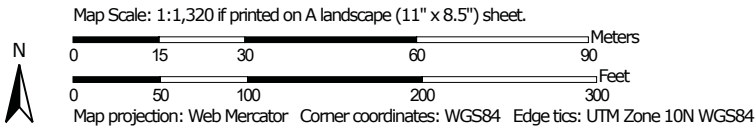


Washington Geological Survey, Bureau of Land Management, Esri, HERE,
Garmin, Geotechnologies, Inc., USGS, EPA, Esri, HERE, Garmin, (c)
OpenStreetMap contributors, and the GIS user community, Department of
Natural Resources (DNR), Forest Practices Division

Soil Map—Pierce County Area, Washington
(Phase 3 - NRCS Soils Map)



Soil Map may not be valid at this scale.



Soil Map—Pierce County Area, Washington
(Phase 3 - NRCS Soils Map)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pierce County Area, Washington

Survey Area Data: Version 18, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 31, 2022—Aug 8, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

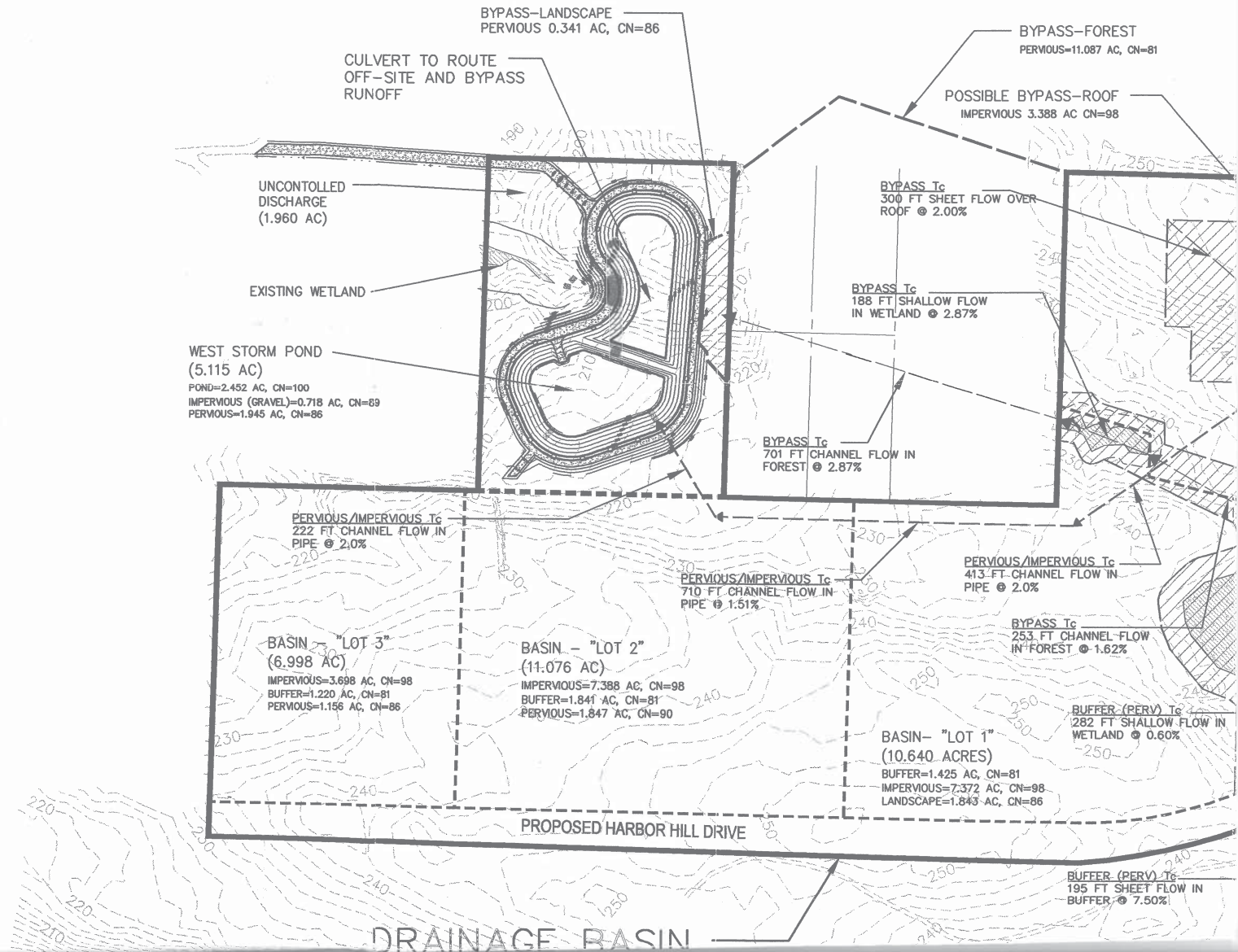
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
16C	Harstine gravelly ashy sandy loam, 6 to 15 percent slopes	7.3	100.0%
Totals for Area of Interest		7.3	100.0%

ATTACHMENT 2

OFFSITE STORMWATER POND – SITE PLAN

VICINITY MAP

SCALE 2" = 1 MILE



6.29.2023

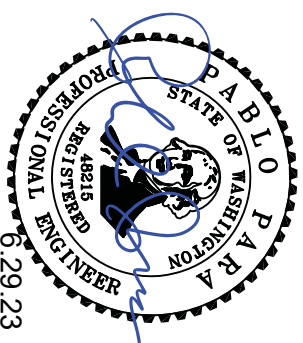
To:

Eric Streeby

Associate Landscape Architect

BCRA Design

estreeby@bcradesign.com



Subject: Gig Harbor Sports Complex Phase 2 & 3 Feasibility Study, Trip & Parking Generation Memorandum

This Trip & Parking Generation memorandum was prepared to support the City of Gig Harbor Sports Complex (GHSC) Phase 2 & 3 Feasibility Study. The project site is located south and west of the Tom Taylor Family YMCA at 10550 Harbor Hill Drive. This project is comprised of the existing Peninsula Light Fields at 10303 McCormick Creek Drive and the undeveloped Lot 3 of the Harbor Hills Business Park subdivision as shown in **Figures 1 and 2**. This memorandum only evaluates trip and parking generation related to the development of Lot 3.

Existing Site

Lot 3 is 7.07 acres and is located between Harbor Hills Drive and the Peninsula Light fields. The site is being evaluated as part of a feasibility analysis with the re-development of the existing Peninsula Light Fields.



Figure 1: GHSC Phase 2& 3 Sites

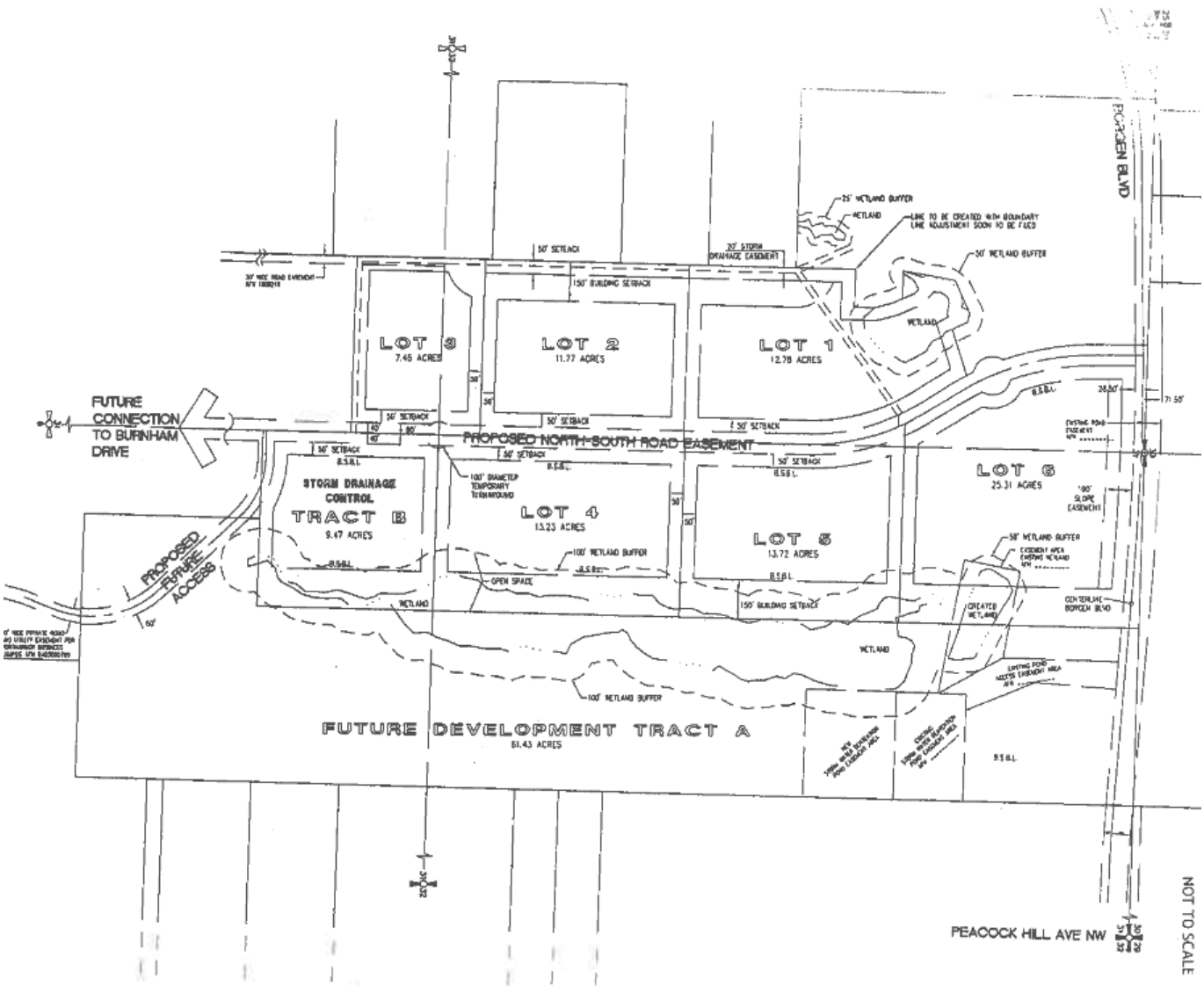


Figure 2: Harbor Hills Business Park Lot Map

Existing Traffic Conditions

The original Harbor Hill Business Park development prepared a traffic analysis which assigned trips to each of the lots based on assumed development scenarios. Several of the business park lots have been developed over the subsequent years. These developments include the Harbor Hill Business Park, the Tom Taylor Family YMCA, Gig Harbor Elementary No. 9, and the ongoing GHSC Phase 1A/1B development. As Lot 3 is currently undeveloped there is not any existing parking provided onsite and there are not any existing uses generating vehicle trips.

Parking

N/A

Trip Generation

The original Harbor Hill Business Park TIA outlined the trips that were assumed for the future uses. That table was updated as part of GHSC Phase 1B traffic analysis and is shown below with corresponding assigned trip estimates. To prepare a conservative analysis, the original analysis assumed several of the lots as Business Park use including Lot 3 which was allocated 167 trips.

Table 1: Harbor Hills Business Park Project Trip Generation Summary

Lot	Assumed Use	Weekday PM Peak Hour	
		Pass – by Trips	New Trips
1a	City Park (Phase 1A)	0	239 (reserved)
1b	City Park (Phase 1B)	0	48
2	YMCA	0	137
3	Business Park	0	167
4	Community Center	0	113
5	Elementary School	0	94
6	Commercial	172	684
Totals		172	1,482

Source: GHSC Phase 1B Traffic Analysis, PH Consulting 2023

Future Traffic Conditions

While this memorandum presents individual trip and parking generation analysis for only Phase 3 (Lot 3) as part of GHSC Phase 2 & 3 feasibility effort, subsequent analyses should evaluate the entire GHSC impacts holistically as the various sites/phases are connected physically and inter-related operationally. The two conceptual site plans shown below as **Figure 3** show the potential arrangement of two new ballfields, associated parking, connections to adjacent uses, and access drives.

Figure 3: Conceptual Site Plans



Parking

For the parking demand analysis, we utilized the Institute of Transportation Engineers (ITE) *Parking Generation Manual*, 5th Edition. **Table 2** below compares estimated parking demand based on the Public Park 411 and Soccer Complex 488 Land Use Codes (LUC). This site is expected to fit the Soccer Complex characteristics more closely. The ITE Parking Generation Manual provided studies for Friday, Saturday, and Sunday with corresponding parking demand values between 104 and 119 vehicles. As a site with two fields, Lot 3 fits closest to the Sunday study which is presented in the table below. ITE parking demand worksheets for all days are included in **Appendix A**.

Table 2: Project Parking Generation

Parking Generation Analysis					
ITE LUC ¹	Land Use	Independent Variable (IV)	Avg Rate	Parking Stalls	
411 ²	Public Park	Acres	7.1	0.47	3
488 ³	Soccer Complex	Fields	2	Fitted Curve	104
			Range		3-104

1. Based on 5th Edition ITE Parking Generation Manual
2. Used Sunday data as most applicable to site conditions
3. Used Saturday data as most applicable to site conditions

Trip Generation

For the trip generation analysis, we utilized ITE *Trip Generation manual*, 11th Edition. **Table 3** compares estimated trip generation for the weekday PM Peak hour based on the Public Park 411 LUC and Soccer Complex 488 LUC. The table below uses the fitted curve equations to provide a conservative estimate. However, utilizing the average trip rate, which results in a 33 PM peak hour trip estimate may also be acceptable and should be considered in future analyses. As Lot 3 was originally allotted 167 trips, either approach will fit well below the threshold and not trigger potential future traffic impacts. ITE trip generation worksheets are included in **Appendix A**.

Table 3: Project Trip Generation

Trip Generation Analysis					
ITE LUC ¹	Land Use	Independent Variable (IV)	PM Peak Rate	PM Trips	
411 ²	Public Park	Acres	7.1	Fitted Curve	23
488 ²	Soccer Complex	Fields	2	Fitted Curve	63

1. Based on 11th Edition ITE Trip Generation Manual
2. Used fitted curve formula, See ITE Worksheet in Appendices

Conclusion & Recommendations

Phase 3 of the Gig Harbor Sports Complex is projected to generate up to 63 PM peak hour trips. Based on the originally assigned 167 trips for Lot 3, a balance of 104 trips will remain and offsite traffic impact analysis should not be necessary. Parking demand for the site is estimated to be 104 stalls. Based on this limited trip generation and parking generation analysis we can conclude that the development of Lot 3 as a Soccer Complex consisting of two ballfields is feasible.

We recommend that the next phase of GHSC project development conduct a campuswide traffic analysis evaluating site accesses, internal circulation, comprehensive parking needs, and pedestrian connections. The analysis should include all phases of GHSC site developments and existing related uses.

APPENDIX A

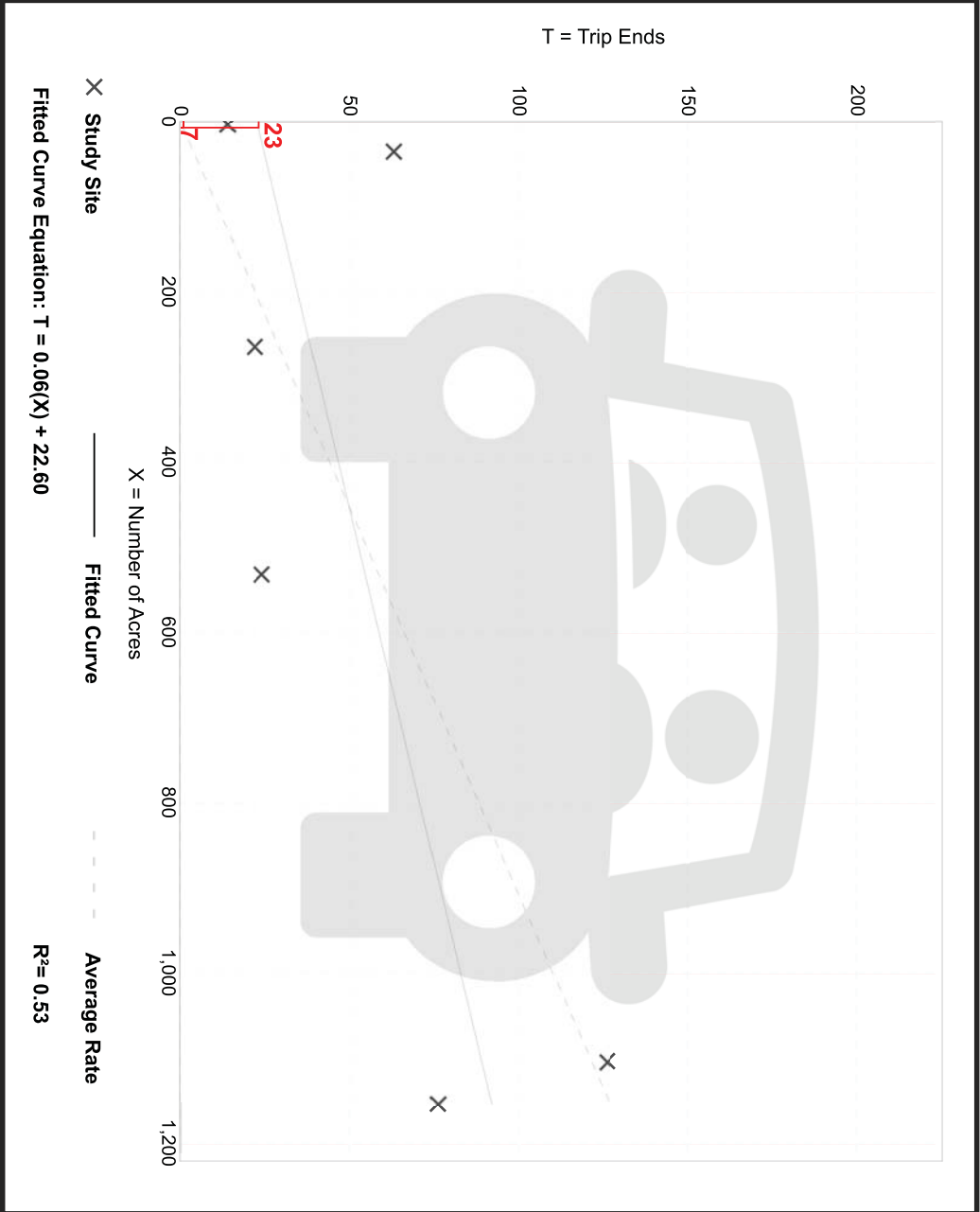
Public Park (411)

Vehicle Trip Ends vs: Acres
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Acres: 516
Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per Acre

Average Rate	Range of Rates	Standard Deviation
0.11	0.05 - 3.50	0.24

Data Plot and Equation



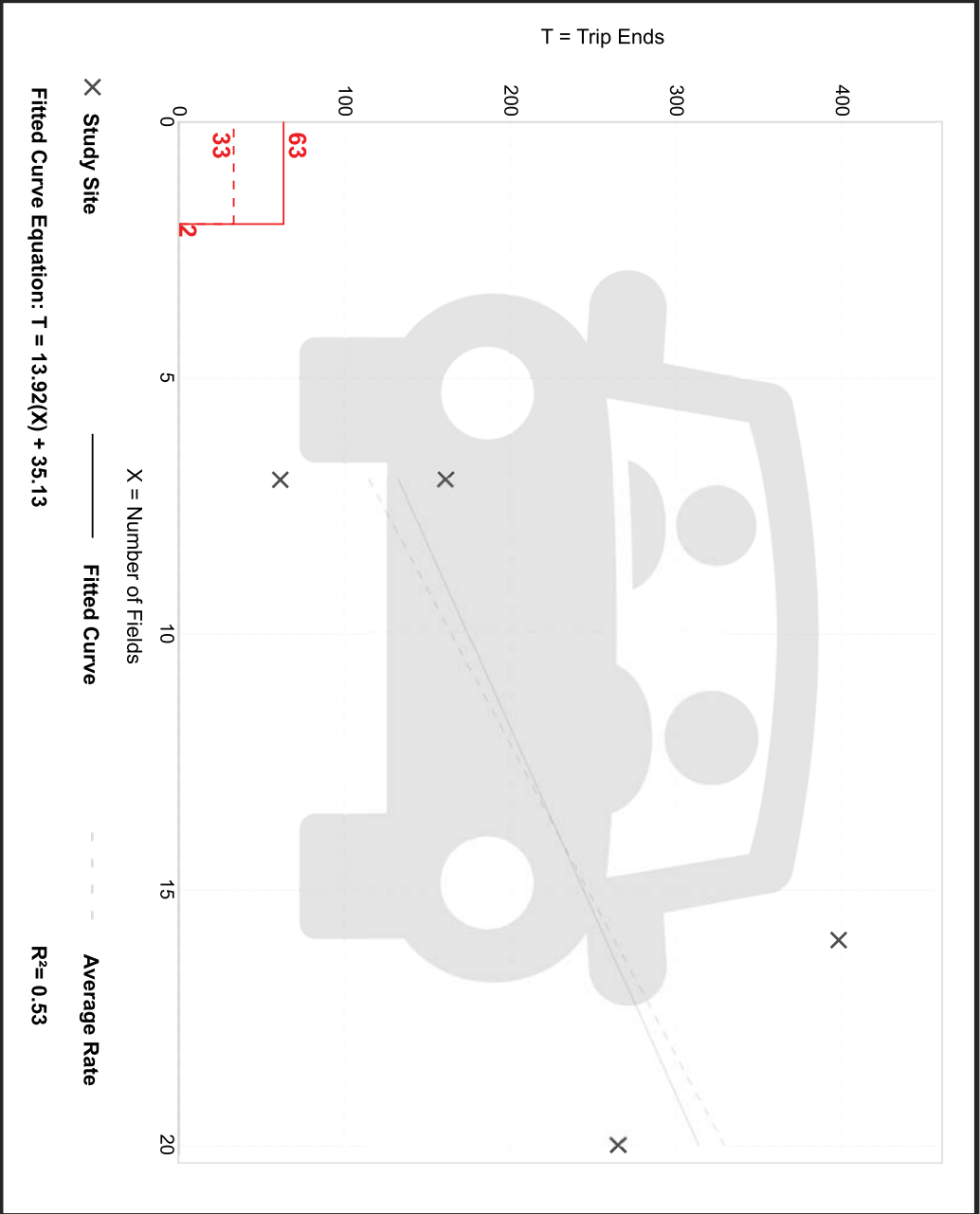
Soccer Complex (488)

Vehicle Trip Ends vs: Fields
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. Num. of Fields: 14
Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Field		
Average Rate	Range of Rates	Standard Deviation
16.43	8.71 - 24.88	6.36

Data Plot and Equation

Caution – Small Sample Size



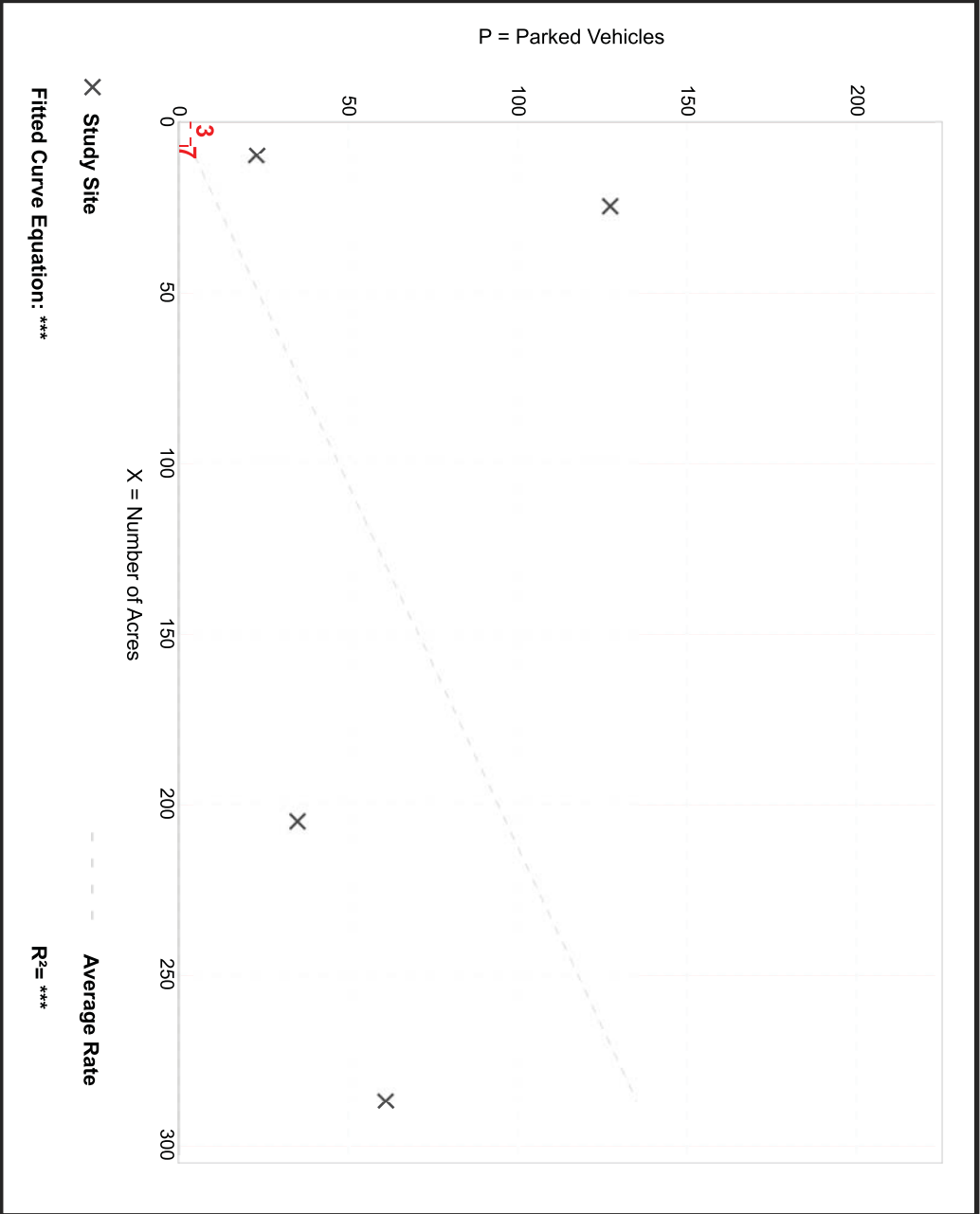
Public Park (411)

Peak Period Parking Demand vs: Acres
On a: Saturday

Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 9:00 a.m. - 3:00 p.m.
Number of Studies: 4
Avg. Num. of Acres: 132

Peak Period Parking Demand per Acre				
Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.47	0.17 - 5.08	0.20 / 5.08	***	1.23 (262%)

Data Plot and Equation
Caution – Small Sample Size



Public Park (411)

Peak Period Parking Demand vs: Acres

On a: Sunday

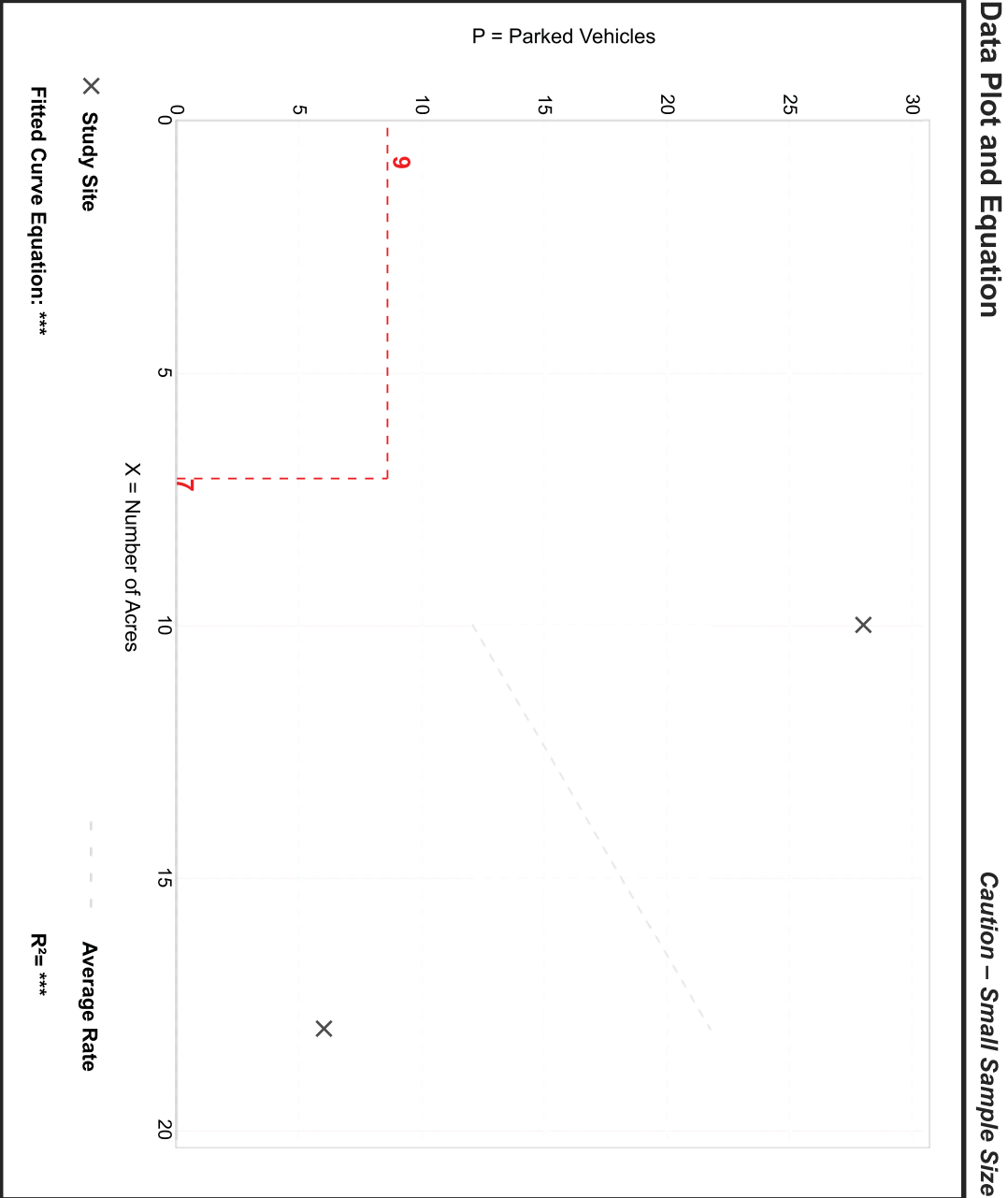
Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 1:00 - 3:00 p.m.

Number of Studies: 2

Avg. Num. of Acres: 14

Peak Period Parking Demand per Acre				
Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.21	0.33 - 2.80	*** / ***	***	***



Soccer Complex (488)

Peak Period Parking Demand vs: Fields

On a: Friday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 4:00 - 8:00 p.m.

Number of Studies: 3

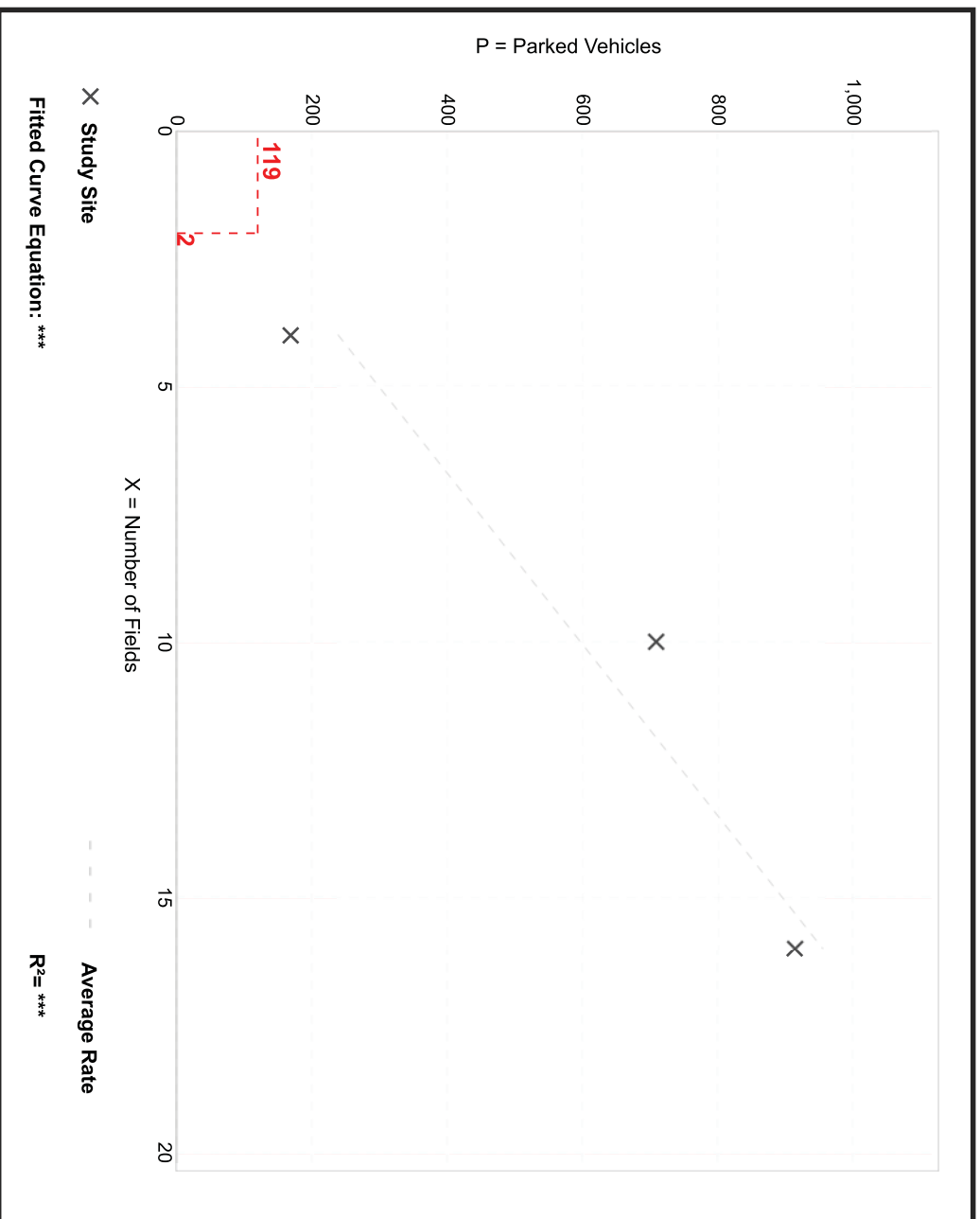
Avg. Num. of Fields: 10

Peak Period Parking Demand per Field

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
59.63	42.00 - 70.80	46.82 / 70.80	***	11.39 (19%)

Data Plot and Equation

Caution – Small Sample Size



Soccer Complex (488)

Peak Period Parking Demand vs: Fields

On a: Saturday

Setting/Location: General Urban/Suburban

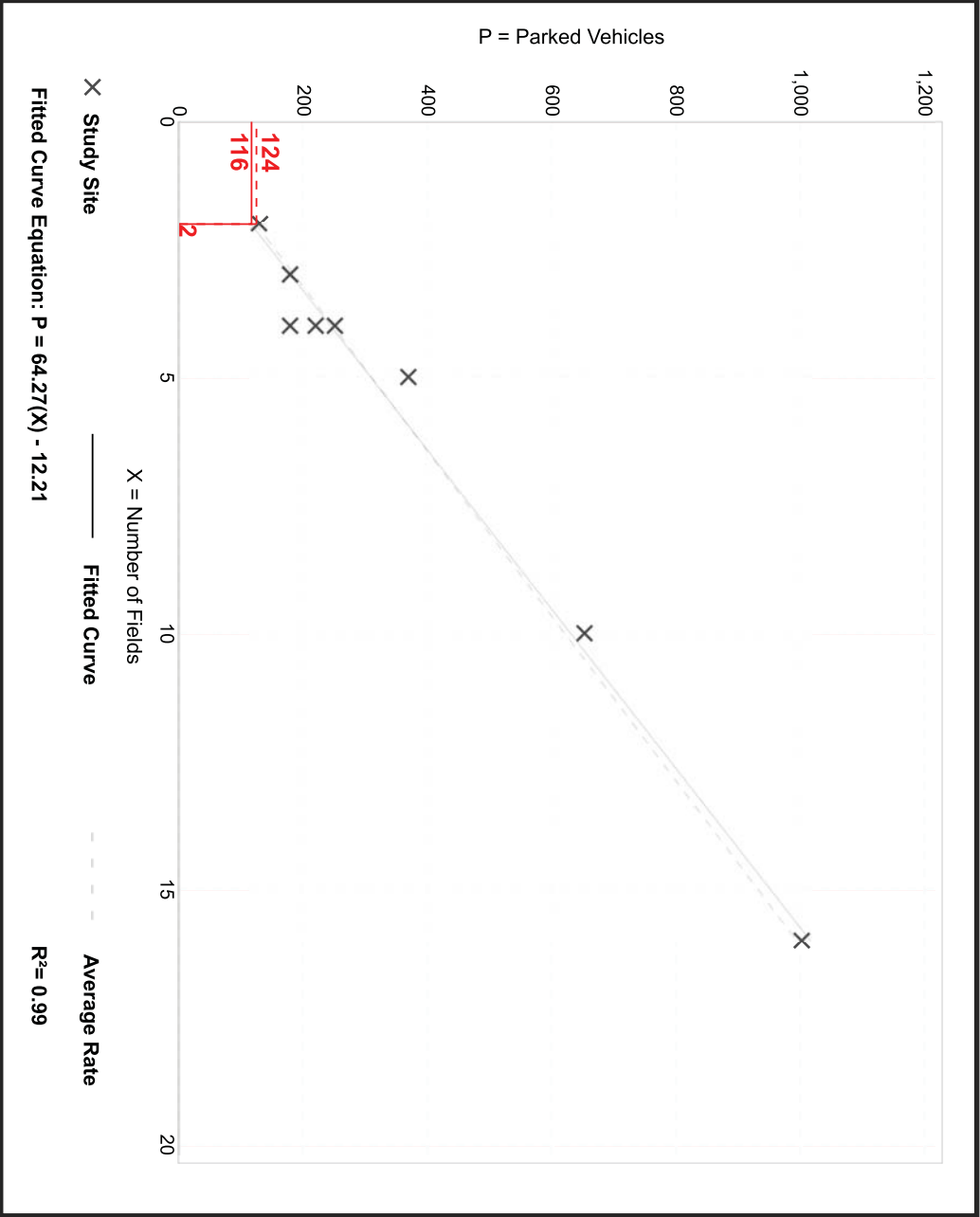
Peak Period of Parking Demand: 8:00 a.m. - 2:00 p.m.

Number of Studies: 9

Avg. Num. of Fields: 5.6

Peak Period Parking Demand per Field				
Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
62.12	45.00 - 74.00	60.00 / 69.65	***	7.00 (11%)

Data Plot and Equation



(48)

nd vs: Fields

On a: Sunday

General Urban/Suburban

8:00 a.m. - 12:00 p.m.

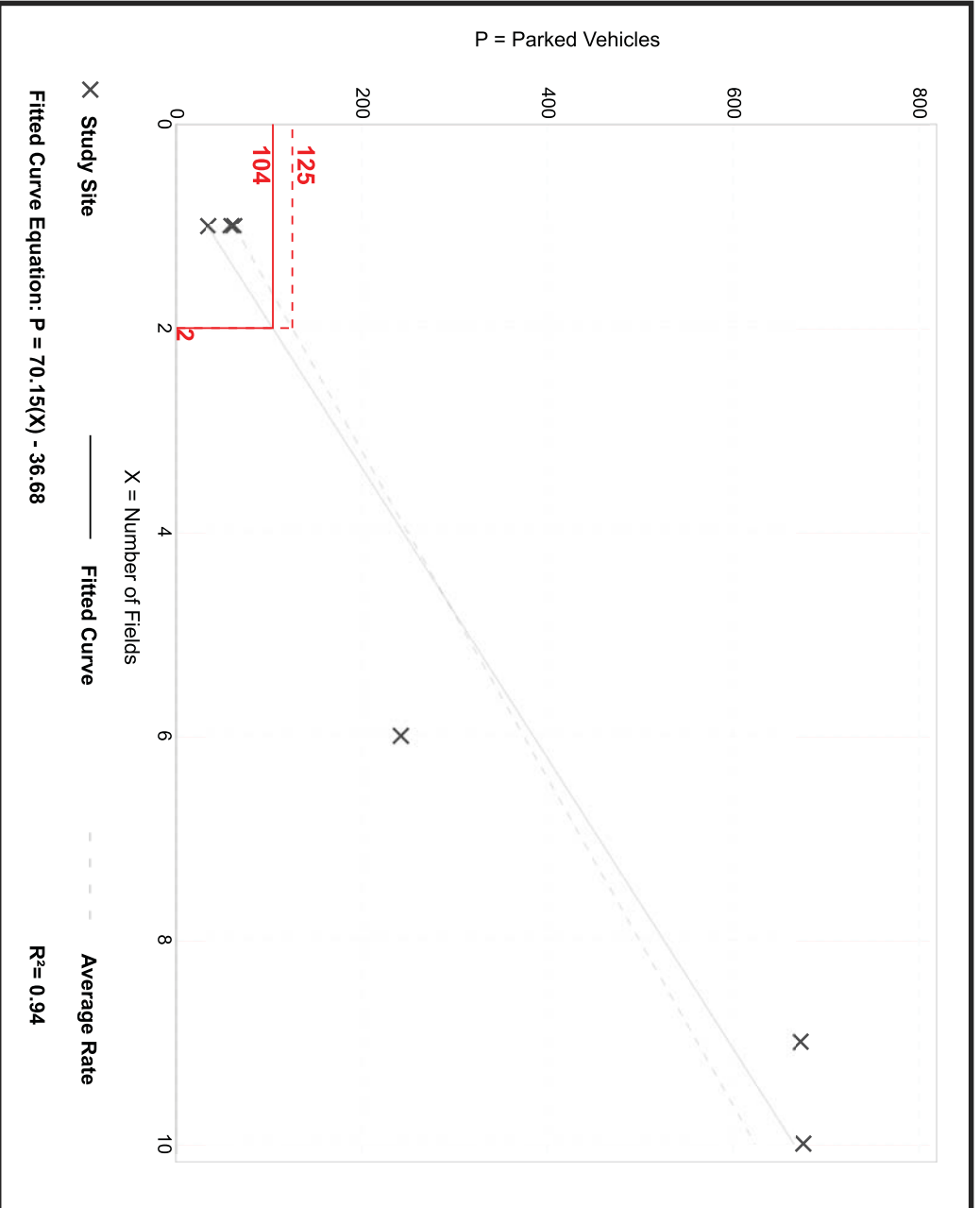
9

4.6

Peak Period Parking Demand per Field

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
62.29	34.00 - 74.67	46.12 / 74.31	***	15.15 (24%)

Data Plot and Equation



GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

GENERAL SCOPE:

This is a preliminary estimate that compares the costs of two proposed scopes to construct Phases 2 and 3 of a Gig Harbor Sports Complex near the Tom Taylor YMCA in Gig Harbor, WA. Specifically excluded are Phases 1A, 1B and 1C, all of which are to be done at different times and under separate contracts. For estimating purposes, Phase 2 and Phase 3 scopes, whether they be Alternates D or E, are treated as separate individual projects in their Base Estimates. If both were done at the same time and under the same contract there might be a \$280,000 overall efficiency savings, not taking into account additional savings of avoiding further construction cost escalation premiums. Regardless of what specific scenario gets played out, it is assumed the existing Phase 2 area ballfields will be closed to the public and out of commission when new Phase 2 work takes place there.

The estimate includes full construction costs, plus the equivalent of a 4% to 5% design contingency. Sales tax and other soft costs such as permits, design fees, third party testing, utility connection fees if applicable, owner's administration costs, and a change order construction contingency are excluded. Also, since there is not yet a targeted date of when either Phase 2 or Phase 3 projects would start, all estimate costs are in current dollars. It is suggested that a construction cost escalation premium, calculated at about a 5% to 6% annual compounded rate, be added to the estimate bottom-lines once target dates are decided upon. Current scope information and costs are very preliminary and should be treated as such.

INCLUDED:

320,000 SF of Phase 2 and 300,000 SF of Phase site improvements.
Site removal of stripplings, plus extensive net excavation cut haul-offs.
Extensive retaining walls in both phases, with some soldier pile walls in Phase 2.
Provisions for new outside utility services, still to be defined and laid out.
A new water main loop line with fire hydrants in Phase 3.
Removal of a septic system, replaced w/ a new sewer service to street in Ph. 2.
A new large underground storm detention vault in Phase 2.
Sports field lighting in both Phases 2 and 3.
Synthetic turf with underdrainage at new sports fields.
Fencing at sports fields, plus backstops and scoreboards.
Landscaping & irrigation in both phases.
A new Restroom & Concessions building in Phase 3.
Relocation of an existing Umpire & electrical shed in Phase 2 D.
Contractor's general requirements, overhead & profit.
Contractor's bond & insurance, and B & O tax.
A 4% to 5% design contingency.

EXCLUDED:

Phase 1A, 1B and 1C work--under a separate contracts.
Significant overexcavation--excavated subgrade cuts used as suitable fills.
Site improvements beyond Phase 2 & 3 boundaries shown on proposed plans.
Any wetlands mitigation work--assumed to be not applicable.
A new access road, expanded parking, and a fire main loop in Phase 2 work.
New storage containers, or removal & reinstallation of existing--by owner.
A storm detention vault in Phase 3--a storm outlet to an existing pond instead.
New parking lot lighting in Phase 2 Base Estimate scope--an Option.
Grandstand type seating--portable type bleachers only.
Electronic monitoring, cameras, controlled gates, or street or traffic lighting.
Extensive improvements in existing south Phase 2 parking lot that remains.
A new Restroom & Concessions building in Phase 2--existing remains.
Fire sprinkler protection, or an outside fire sprinkler service in either phases.
Sales tax, permits, 3rd party testing, design fees, or utility co. fees if applicable.
Owner's administration costs, or a change order contingency.
Construction cost escalation or LEED administration & certification premiums.

PROJECT COMPONENT	BUDGETARY COST ESTIMATE				REMARKS
	Quantity	Unit	Estimate Cost	With G. C. Mark-Ups	
BASE ESTIMATE PHASING AND COST OPTION SUMMARY: (Includes Contractor G.R. OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
ALTERNATE D SCOPE:					
PHASE 2, Alternate D.	1.25	LS	\$12,848,200	\$16,060,250	See Page 2 for an Estimate Summary Breakdown.
PHASE 3, Alternate D.	1.25	LS	\$9,860,150	\$12,325,188	See Page 6 for an Estimate Summary Breakdown.
PHASE 2 & 3 ALTERNATE D TOTAL:				\$28,385,438	Alternate D, Phase 2 & 3 separate projects in current dollars.
ALTERNATE E SCOPE:					
PHASE 2, Alternate E.	1.25	LS	\$12,478,200	\$15,597,750	See Page 10 for an Estimate Summary Breakdown.
PHASE 3, Alternate E.	1.25	LS	\$9,631,300	\$12,039,125	See Page 11 for an Estimate Summary Breakdown.
PHASE 2 & 3 ALTERNATE E TOTAL:				\$27,636,875	Alternate D, Phase 2 & 3 separate projects in current dollars.

All Estimate Costs are in Fourth Quarter 2023 Dollars

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT		BUDGETARY COST ESTIMATE			REMARKS
Quantity	Unit	Estimate Cost	With G.C. Mark-Ups		
PHASE 2 D BASE ESTIMATE SUMMARY BREAKDOWN: (Includes Contractor G,R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
SITE IMPROVEMENTS:					
1.1) Site Preparation to Subgrades.	1.25	LS	\$1,405,500	\$1,756,875 See Pages 3 & 4 for estimate details.	
1.2) Retaining Walls.	1.25	LS	\$4,411,000		
1.3) Outside Water.	1.25	LS	\$15,500		
1.4) Outside Sanitary Sewer.	1.25	LS	\$97,000	\$121,250 See Pages 3 & 4 for estimate details.	
1.5) Storm Drainage.	1.25	LS	\$531,000		
1.6) Site Electrical & Lighting.	1.25	LS	\$224,000		
1.7) Field Lighting Premium .	1.25	LS	\$815,000	\$1,018,750 See Page 4 for estimate details.	
1.8) Site Fixtures & Specialties.	1.25	LS	\$334,680		
1.9) Synthetic Turf Surfacing.	1.25	LS	\$3,483,040		
1.10) Site Concrete Curbing & Paving.	1.25	LS	\$310,280	\$43,750 See Pages 3 & 4 for estimate details.	
1.11) Asphalt Paving & Striping.	1.25	LS	\$35,000		
1.12) Landscaping & Irrigation.	1.25	LS	\$379,400		
1.13) Site Fencing & Backstops. \$12,352,700	1.25	LS	\$311,300	\$389,125 See Page 5 for estimate details.	
BUILDINGS & STRUCTURES:					
2.1) New Dugout Roof Premiums.	1.25	LS	\$113,500		\$141,875 See Page 5 for estimate details.
2.2) Minor Restoration of Existing Buildings.	1.25	LS	\$12,000		
2.3) Premium to Relocate Existing Sheds. \$495,500	1.25	LS	\$370,000		
PHASE 2 D BASE ESTIMATE MACC:					
			\$16,060,250		

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above and Option costs below include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 2 D is figured as its own independent project. If it were combined with Phase 3 D work, there might be a \$280,000 combined savings between the two projects rather than being done under separate contracts and staggered at different times. These savings would come from incurring just one site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

PROJECT COMPONENT		Quantity	Unit	Estimate Cost	With G.C. Mark-Ups	REMARKS
PHASE 2 OPTIONS: (Includes Contractor G,R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)						
O-1) Replace Lighting in Existing Parking.	6.00	LS	\$6,000.00		\$45,000	Creosote pole fixtures to be replaced with all new fixtures.
O-2) New Irrigated & Landscaped Planter.	2,900.00	SF	\$8.00		\$29,000	In existing south parking island planter with mulch & boulders.
O-3) Reuse Existing Large Ballfield Lighting.	6.00	Ea	-\$40,000.00		-\$300,000	Existing tower pole fixtures still figured to be relocated.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PHASE 2 D SITE IMPROVEMENTS:		Quantity	Unit	\$\$\$	Est. Cost	
Temporary construction fencing.	2,450.00	LF	\$4.00	\$9,800.00	Around the site improvement perimeter.	
Mobilization.	1.00	LS	\$30,000.00	\$30,000.00	Allowance for mass earthwork.	
Remove of fencing and fixtures.	1.00	LS	\$20,000.00	\$20,000.00	At ballfields, batting cages, dugouts and elsewhere.	
Removal of some existing paving.	12,000.00	SF	\$2.50	\$30,000.00	At battrings cages, selected paving around ballfields, and misc.	
Balance of onsite demolition.	1.00	LS	\$6,000.00	\$6,000.00	A minor allowance for removal of what is not addressed.	
Silt fencing.	1,300.00	LF	\$7.00	\$9,100.00	Allowance around about half of site improvement perimeter.	
Temporary construction entrance.	2,000.00	SF	\$3.00	\$6,000.00	Allowance, presumably at south side of site.	
Temporary sediment pond.	1.00	LS	\$15,000.00	\$15,000.00	Allowance, possibly with a control structure and pump.	
Erosion control with maintenance & pick-up.	1.00	LS	\$90,000.00	\$90,000.00	Allowance, dealing with some steep onsite slopes.	
Onsite clearing and stripings.	270,000.00	SF	\$0.30	\$81,000.00	Mostly ballfields, some trees, less existing paving that remains.	
Add for tree removal premium.	1.00	LS	\$20,000.00	\$20,000.00	Around most of site periphery, to be removed & de-stumped.	
Remove stripings from site.	6,700.00	CY	\$13.00	\$87,100.00	Assumes an 8" avg. striping layer in improvement areas.	
Onsite excavation cuts & rough grading.	59,000.00	CY	\$5.00	\$295,000.00	Based on preliminary BCRA take-offs.	
Onsite excavation fills & rough grading.	16,000.00	CY	\$5.00	\$80,000.00	" " " " " " " " " " " "	
Add to remove excess cuts from site.	43,000.00	CY	\$12.00	\$516,000.00	Net difference between subgrade cuts & fills after stripings.	
Onsite finish grading.	270,000.00	SF	\$0.15	\$40,500.00	Based on C203&4 layout, mostly open, but with some slopes.	
Add for phased site prep overlap work.	1.00	LS	\$30,000.00	\$30,000.00	Allowance between Phase 2 and Phase 3 boundaries.	
Earthwork pick-up and coordination.	1.00	LS	\$40,000.00	\$40,000.00	Allowance, including de-mob & temp. pond removal.	
\$4.39				\$1,405,500.00		
Soldier piles, soil pins & lagging.	13,600.00	SF	\$150.00	\$2,040,000	At two east side locations, 440 LF & 240 LF x 20' average.	
Prep, excavation, backfills & drainage.	13,600.00	SF	\$25.00	\$340,000.00	Into existing hillslides, with top and base drains.	
Add for cast-in-place fascia panels.	13,600.00	SF	\$40.00	\$544,000.00	Assumes 5-1/2" pre-cast with a simple smooth finish.	
Cast-in-place ballfield retaining walls.	5,840.00	SF	\$80.00	\$467,200.00	At northwest sports and south ballfields, 730 LF x 8' average.	
Cast-in-place ramp and stair walls.	8,600.00	SF	\$85.00	\$731,000.00	At east grade transition area, 400 LF x 6' average with steps.	
Backfills, footing drains & pick-up.	14,440.00	SF	\$20.00	\$288,800.00	Behind cast-in-place retaining walls.	
\$13.78				\$4,411,000.00		
Waterline connection.	1.00	LS	\$2,500.00	\$2,500.00	Allowance from an existing onsite source.	
New domestic water services.	1.00	LS	\$5,000.00	\$5,000.00	Allowance to a new drinking fountain & misc.	
Add for domestic & irrigation meters.	1.00	LS	\$6,000.00	\$6,000.00	Allowance, primarily to accommodate irrigation modifications.	
Waterline testing, coordination & pick-up.	1.00	LS	\$2,000.00	\$2,000.00	Allowance.	
\$0.05				\$15,500.00		
Remove existing septic tanks & drainfield.	1.00	LS	\$20,000.00	\$20,000.00	Allowance at north side of large ballfield.	
New sanitary main to McCormick Creek Dr.	600.00	LF	\$75.00	\$45,000.00	From existing restroom/concessions building to street.	
Add for sanitary manholes.	3.00	Ea	\$5,000.00	\$15,000.00	At new sanitary main.	
Add for street tie-in and cuts & patches.	1.00	LS	\$10,000.00	\$10,000.00	Allowance through existing parking and at street main.	
Sanitary testing, coordination & pick-up.	1.00	LS	\$7,000.00	\$7,000.00	Allowance, including a steep hillside premium.	
\$0.30				\$97,000.00		
New area drains.	5.00	Ea	\$1,200.00	\$6,000.00	Allowance at extended new pedestrian paving.	
Control structure basin fixture.	1.00	Ea	\$6,000.00	\$6,000.00	Upstream of new storm detention vault.	
New storm line mains, 8" to 12".	600.00	LF	\$50.00	\$30,000.00	From new area drains & underdrainage to new storm vault.	
Roof & underdrainage extension lines.	1,200.00	LF	\$30.00	\$36,000.00	From new dugouts, walls & misc. to main storm system.	
New underground storm detention vault.	28,000.00	CF	\$16.00	\$448,000.00	Roughly 30' x 160' a 6' interior volume, concrete with a lid.	
Storm testing, coordination & pick-up.	1.00	LS	\$5,000.00	\$5,000.00	Onsite allowance.	
\$1.66				\$531,000.00		
Remove field lighting pole fixture clusters.	10.00	Ea	\$5,000.00	\$50,000	Four at small ballfields and six at large one.	
General site electrical demolition.	1.00	LS	\$20,000.00	\$20,000	Allowance, includes protection of existing services that remain.	
Primary power & transformer coordination.	1.00	LS	\$15,000.00	\$15,000	Allowance, possibly minor with existing in place.	
Electrical services to onsite electrical fixtures.	2,000.00	LF	\$32.00	\$64,000	Allowance to lighting, dugouts and other site fixtures.	
Pedestrian light fixtures.	10.00	Ea	\$4,500.00	\$45,000	At both new and existing pedestrian paved areas.	
Miscellaneous onsite electrical.	1.00	LS	\$30,000.00	\$30,000	Allowance, including possible handholes & misc.	
\$0.70				\$224,000.00		
200 Amp services to light towers.	2,000.00	LF	\$35.00	\$70,000.00	A supplemental allowance around reconfigured ballfields.	
Lighting controller panel.	1.00	LS	\$10,000.00	\$10,000.00	Allowance in electrical shack.	
Sports field lighting towers fixtures, complete.	12.00	LS	\$60,000.00	\$720,000.00	Around both sports fields, w/ concrete bases, 10 lights on avg.	
Site lighting coordination & pick-up.	1.00	LS	\$15,000.00	\$15,000.00	Allowance, with possible additional handholes and misc.	
\$2.55				\$815,000.00		
PHASE 2 D SITE IMPROVEMENTS, continues on the next page:						

GIG HARBOR SPORTS COMPLEX **PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR**

PHASE 2 D SITE IMPROVEMENTS:	Quantity	Unit	\$\$\$	Est. Cost	
(Continued from the previous page.)					
Backhoe trenching. Steel fabricated handrails, galvanized. Railings or fencing at tops of walls. Directional & ADA signage. Waste & recycle receptacles. Water fountain and water bottle refiller. Bicycle racks. New portable bleachers. Sports field athletic equipment. Electronic scoreboards. Miscellaneous site specialties & pick-up. <i>\$1.05</i>	24.00 880.00 680.00 1.00 10.00 1.00 4.00 7.00 1.00 3.00 1.00	Hr LF LF LS Ea Ea Ea Ea LS Ea LS	\$220.00 \$150.00 \$80.00 \$3,000.00 \$1,000.00 \$6,000.00 \$1,000.00 \$5,000.00 \$15,000.00 \$20,000.00 \$10,000.00	\$5,280.00 \$132,000.00 \$54,400.00 \$3,000.00 \$10,000.00 \$6,000.00 \$4,000.00 \$35,000.00 \$15,000.00 \$60,000.00 \$10,000.00	For site fixtures & specialties. At new stairs and ramps. Allowance at the top sides of soldier pile retaining walls. Allowance at existing parking lot and misc.. Allowance at new & existing plaza and around sports fields. In extended plaza, vandal resistant. Allowance in new & existing plaza areas. Pre-fabricated aluminum bleachers where indicated on plan. Allowance for bases, portable goals and misc. Two at north field and one at main baseball field. Allowance for what is not yet addressed.
<i>1.8) Site Fixtures & Specialties:</i>					
Backhoe trenching. Cast-in-place perimeter curbing. Synthetic turf, installed. Add for crushed base, underdrainage & prep. Add for fixture premiums & pick-up. <i>\$10.88</i>	32.00 2,450.00 186,000.00 186,000.00 1.00	Hr LF SF SF LS	\$220.00 \$40.00 \$13.00 \$5.00 \$30,000.00	\$7,040.00 \$98,000.00 \$2,418,000 \$930,000.00 \$30,000.00	For playground area surfacing work. Around synthetic turf perimeters at both sports fields. Over both new sports fields. Under both new sports fields. Allowance, including possible vendor unloading.
<i>1.9) Synthetic Turf Surfacing:</i>					
Backhoe trenching. Cast-in-place curbs & gutters & curbing. Concrete sidewalks & paving. Add for cast-in-place ramp & stair premiums. Add for tie-in & accent premiums. Add for possible minor concrete repairs. Site concrete pick-up & coordination. <i>\$0.97</i>	64.00 200.00 17,000.00 5,000.00 10.00 12.00 10.00 1.10	Hr LF SF SF MD MD MD Site Concrete Curbing & Paving:	\$220.00 \$50.00 \$12.00 \$10.00 \$1,000.00 \$1,100.00 \$900.00	\$14,080.00 \$10,000.00 \$204,000.00 \$50,000.00 \$10,000.00 \$13,200.00 \$9,000.00	For site concrete work. Allowance at new south entry. Around new sport fields and from existing plaza paving. As laid out on plan, two sets of stairs, one long "U" ramp. Allowance, with concrete in cut-up quantities. Allowance at existing concrete paving that remains. Allowance, including general site clean-up.
<i>1.10) Site Concrete Curbing & Paving:</i>					
New asphalt paving. Asphalt parking lot patching & restoration. Add for asphalt paving tie-in premiums. Add for striping. <i>\$0.11</i>	2,000.00 1.00 1.00 1.00	SF LS LS LS	\$5.50 \$12,000.00 \$4,000.00 \$8,000.00	\$11,000.00 \$12,000.00 \$4,000.00 \$8,000.00	At new south site entrance, assumes a 3" mix over 6" base. Allowance, including selective crack repairs. Allowance at new entry paving and misc. Over both new and existing paving, including blackouts.
<i>1.11) Asphalt Paving & Striping:</i>					
Conventional sprinkler head coverage. Add for irrigation infrastructure. Planter areas with topsoil & mulch. Seeded onsite areas with topsoil. Add for new trees. Add for a soft surface trail premium. Add for phased landscaping overlap work. Landscaping maintenance & pick-up work. <i>\$1.19</i>	30,000.00 1.00 30,000.00 30,000.00 120.00 400.00 1.00 1.00	SF LS SF SF Ea LF LS LS	\$1.60 \$6,000.00 \$6.00 \$1.00 \$450.00 \$16.00 \$20,000.00 \$35,000.00	\$48,000.00 \$6,000.00 \$180,000.00 \$30,000.00 \$54,000.00 \$6,400.00 \$20,000.00 \$35,000.00	In designated new planter areas. Allowance, connecting to existing in plaza area. In plaza and high profile areas, with 6" topsoil and 2" mulch. In periphery areas, with a 4" layer of topsoil. Allowance, assumes mostly native type 2" caliper. Assumes a 5' wide path of wood chips at south side of site. Allowance between Phase 2 and Phase 3 boundaries. Allowance, including warranty call-backs.
<i>1.12) Landscaping & Irrigation:</i>					
10' high chainlink fencing. Add for a large backstop & netting premium. Add for smaller backstop premiums. Add for batting cage premiums. Add for PVC coating. Movable outfield fencing. <i>\$0.97</i>	2,200.00 1.00 2.00 4.00 30,000.00 550.00	LF LS LS Ea SF LF	\$70.00 \$30,000.00 \$20,000.00 \$7,500.00 \$1.25 \$36.00	\$154,000.00 \$30,000.00 \$40,000.00 \$30,000.00 \$37,500.00 \$19,800.00	Around new sports fields, dugouts and batting cages. Up to 30' high at main baseball field. At rectangular sports field. Two at each sports field area. At all new chainlink fencing. At large baseball field, portable, in sections, 4' high.
<i>1.13) Site Fencing & Backstops:</i>					
PHASE 2 D SITE IMPROVEMENTS:	320,000.00	SF	\$38.60	\$12,352,700	
Add 25% for Estimate Mark-Ups:	320,000.00	SF	\$48.25	\$15,440,875	

About 320,000 SF of site improvements is figured in Phase 2 D. Some factors that make the overall site \$/SF seem higher than the norm are: 1) extensive excavation cuts into a some steep hillslides that entail a large amount excess cut haul-offs and high retaining walls, nearly half of which with soldier piles, 2) a large underground storm detention vault, 3) new sports field lighting, and 4) over half the site is covered with new synthetic sports turf with underdrainage. The existing south parking lot for the most part remains as-is. The existing onsite septic system and drainfield is figured to be removed and replaced with a new sanitary sewer service that ties into an existing street side main running along McCormick Creek Drive.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

Quantity Unit \$\$\$ Est. Cost				
PHASE 2 D BUILDINGS & STRUCTURES:				
Dugout gate & roof support premiums. Dugout roof & shed assemblies. Add for dugout lighting & other electrical. \$0.35	5.00	LS	\$1,000.00	\$5,000.00
	2,400.00	SF	\$40.00	\$96,000.00
	2,500.00	SF	\$5.00	\$12,500.00
	2.1) New Dugout Roof Premiums:			\$113,500.00
Restoration of existing tower building. Restoration of existing dugout that remains. Restoration of Umpire & electrical sheds. \$0.04	1.00	LS	\$200.00	\$200.00
	1.00	LS	\$1,800.00	\$1,800.00
	1.00	LS	\$10,000.00	\$10,000.00
	2.2) Minor Restoration of Existing Buildings:			\$12,000.00
Relocated existing Umpire shed. Add for electrical disconnects & reconnects. Demo existing electrical shack. Electrical infrastructure extensions. New electrical shed building, complete. \$1.16	1.00	LS	\$5,000.00	\$5,000.00
	1.00	LS	\$5,000.00	\$5,000.00
	1.00	LS	N/C	N/C
	1.00	LS	\$120,000.00	\$120,000.00
PHASE 2 D BUILDINGS & STRUCTURES: Add 25% for Estimate Mark-Ups:	1.00	LS	\$240,000.00	\$240,000.00
	2.3) Premium to Relocate Existing Sheds:			\$370,000.00
	320,000.00	SF	\$1.55	\$495,500
	320,000.00	SF	\$1.94	\$619,375

Simple metal roofing and gage framing is figured over the new dugouts, along with some Spartan type but vandal resistant lighting and power outlets.

An existing dugout and tower building at the large baseball field is figured to remain as-is, with provisions included for some minor exterior restoration. An existing Umpire's shed and adjoining electrical shack are figured to be relocated about 20' to 30' eastwards in order to provide better pedestrian circulation between sports fields. While the Umpire's shed appears to be portable and can be reset on small concrete piers, the electrical shack is figured to be completely demo'd and replaced with a simple and small but all-new field constructed utility building. Large allowances are included for electrical infrastructure revamping & upgrades since the shed appears to house most of the existing onsite electrical panels and switchgear.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT	BUDGETARY COST ESTIMATE			REMARKS
	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups
PHASE 3 D BASE ESTIMATE SUMMARY BREAKDOWN: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)				
SITE IMPROVEMENTS:				
1.1) Site Preparation to Subgrades.	1.25	LS	\$1,244,900	\$1,556,125
1.2) Retaining Walls.	1.25	LS	\$1,236,500	\$1,545,625
1.3) Outside Water.	1.25	LS	\$216,000	\$270,000
1.4) Outside Sanitary Sewer.	1.25	LS	\$65,000	\$81,250
1.5) Storm Drainage.	1.25	LS	\$246,100	\$307,625
1.6) Site Electrical & Lighting.	1.25	LS	\$225,000	\$281,250
1.7) Field Lighting Premium .	1.25	LS	\$808,000	\$1,010,000
1.8) Site Fixtures & Specialties.	1.25	LS	\$331,040	\$413,800
1.9) Synthetic Turf Surfacing.	1.25	LS	\$3,345,040	\$4,181,300
1.10) Site Concrete Curbing & Paving.	1.25	LS	\$495,100	\$618,875
1.11) Asphalt Paving & Striping.	1.25	LS	\$240,500	\$300,625
1.12) Landscaping & Irrigation.	1.25	LS	\$414,600	\$518,250
1.13) Site Fencing & Backstops.	1.25	LS	\$216,500	\$270,625
BUILDINGS & STRUCTURES: \$9,084,280				
2.1) New Dugout Roof Premiums.	1.25	LS	\$94,000	\$117,500
2.2) New Comfort Station. \$775,870	1.25	LS	\$681,870	\$852,338
PHASE 3 D BASE ESTIMATE MACC:				
			\$12,325,188	

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 3 D is figured as its own independent project. If it were combined with Phase 2 D work, there might be a \$280,000 combined savings between the two projects rather than being done under separate contracts and staggered at different times. These savings would come from incurring one just site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PHASE 3 D SITE IMPROVEMENTS:	Quantity	Unit	\$\$\$	Est. Cost	
Temporary construction fencing. Mobilization.	2,300.00	LF	\$4.00	\$9,200.00	Around the site improvement perimeter.
Minor site demolition.	1.00	LS	\$30,000.00	\$30,000.00	Allowance for mass earthwork.
Silt fencing.	1.00	LS	\$10,000.00	\$10,000.00	At new site entries and misc.
Temporary construction entrance.	2,200.00	LF	\$7.00	\$15,400.00	Allowance around most of site improvement perimeter.
Temporary sediment pond.	3,000.00	SF	\$3.00	\$9,000.00	Allowance, presumably at east or south side of site.
Erosion control with maintenance & pick-up.	1.00	LS	\$20,000.00	\$20,000.00	Allowance, possibly with a control structure and pump.
Onsite clearing and stripings.	1.00	LS	\$120,000.00	\$120,000.00	Allowance, dealing with some steep onsite slopes.
Add for tree removal premium.	300,000.00	SF	\$0.40	\$120,000.00	Mostly heavily treed with some site slopes.
Remove stripings from site.	1.00	LS	\$50,000.00	\$50,000.00	To be removed & de-stumped.
Onsite excavation cuts & rough grading.	7,500.00	CY	\$13.00	\$97,500.00	Assumes an 8' avg. striping layer in improvement areas.
Onsite excavation fills & rough grading.	44,500.00	CY	\$5.00	\$222,500.00	Based on preliminary BCRA take-offs.
Add to remove excess cuts from site.	16,100.00	CY	\$5.00	\$80,500.00	" " " " " " " "
Onsite finish grading.	28,400.00	CY	\$12.00	\$340,800.00	Net difference between subgrade cuts & fills after stripings.
Add for phased site prep overlap work.	300,000.00	SF	\$0.15	\$45,000.00	Based on C203&4 layout, mostly open, but with some slopes.
Earthwork pick-up and coordination.	1.00	LS	\$30,000.00	\$30,000.00	Allowance between Phase 3 and Phase 2 boundaries.
	1.00	LS	\$45,000.00	\$45,000.00	Allowance, including de-mob & temp. pond removal.
				\$1,244,900.00	
Cast-in-place ballfield retaining walls.	11,000.00	SF	\$80.00	\$880,000.00	From 2' to 16' high, roughly 1,100 LF x 10' average.
Cast-in-place ramp walls.	1,300.00	SF	\$85.00	\$110,500.00	At east grade transition area, 260 LF x 5' average with steps.
Backfills, footing drains & pick-up.	12,300.00	SF	\$20.00	\$246,000.00	Behind cast-in-place retaining walls.
				\$1,236,500.00	
Waterline connection.	1.00	LS	\$7,000.00	\$7,000.00	Allowance at an existing Harbor Hill Drive main.
New water mains, with fittings.	1,500.00	LF	\$100.00	\$150,000.00	Assumes 8" Class 52 ductile iron along new loop road.
New fire hydrant assemblies & branch lines.	4.00	Ea	\$8,000.00	\$32,000.00	Allowance along new onsite loop road.
New domestic water services.	1.00	LS	\$12,000.00	\$12,000.00	Allowance to a new Comfort Station, drinking fountain & misc.
Add for domestic & irrigation meters.	1.00	LS	\$10,000.00	\$10,000.00	Allowance to accommodate domestic & irrigation services.
Waterline testing, coordination & pick-up.	1.00	LS	\$5,000.00	\$5,000.00	Allowance.
				\$216,000.00	
Sanitary line connection.	1.00	LS	\$5,000.00	\$5,000.00	Allowance at an existing Harbor Hill Drive main.
New onsite sanitary mains.	600.00	LF	\$75.00	\$45,000.00	To new Comfort Station from Harbor Hill Drive.
Add for sanitary manholes.	2.00	Ea	\$5,000.00	\$10,000.00	At new sanitary main.
Sanitary testing, coordination & pick-up.	1.00	LS	\$5,000.00	\$5,000.00	Allowance, including possible cleanouts.
				\$65,000.00	
New Type #1 catch basins.	10.00	Ea	\$2,200.00	\$22,000.00	At new onsite loop road and parking asphalt paving.
New area drains.	10.00	Ea	\$1,200.00	\$12,000.00	Allowance at extended new pedestrian paving.
Control structure basin fixture.	1.00	Ea	\$6,000.00	\$6,000.00	Allowance at east side of site.
New storm line mains, mostly 12".	2,500.00	LF	\$65.00	\$162,500.00	From new basins & underdrainage to offsite storm outlet.
Roof & underdrainage extension lines.	800.00	LF	\$32.00	\$25,600.00	From new dugouts, walls & misc. to main storm system.
New offsite storm outlet.	1.00	LS	\$10,000.00	\$10,000.00	Allowance to an existing storm main that drains into a pond.
Storm testing, coordination & pick-up.	1.00	LS	\$8,000.00	\$8,000.00	Onsite allowance.
				\$246,100.00	
Primary power & transformer coordination.	1.00	LS	\$20,000.00	\$20,000	Allowance, transformer & primary wire by power company.
Electrical services to onsite electrical fixtures.	2,600.00	LF	\$25.00	\$65,000	Allowance to lighting, dugouts and other site fixtures.
Parking lot pole light fixtures.	10.00	Ea	\$5,000.00	\$50,000	Along new onsite loop road.
Pedestrian light fixtures.	10.00	Ea	\$4,500.00	\$45,000	Primarily at new pedestrian paved areas.
Miscellaneous onsite electrical.	1.00	LS	\$45,000.00	\$45,000	Allowance, including possible handholes & misc.
				\$225,000.00	
200 Amp services to light towers.	1,800.00	LF	\$35.00	\$63,000.00	A supplemental allowance around new sports fields.
Lighting controller panel.	1.00	LS	\$10,000.00	\$10,000.00	Allowance in electrical shack.
Sports field lighting tower fixtures, complete.	12.00	LS	\$60,000.00	\$720,000.00	Around both sports fields, w/ concrete bases, 10 lights on avg.
Site lighting coordination & pick-up.	1.00	LS	\$15,000.00	\$15,000.00	Allowance, with possible additional handholes and misc.
				\$808,000.00	
PHASE 3 D SITE IMPROVEMENTS, continues on the next page:					

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PHASE 3 D SITE IMPROVEMENTS:	Quantity	Unit	\$\$\$	Est. Cost	
(Continued from the previous page.)					
Backhoe trenching.	32.00	Hr	\$220.00	\$7,040.00	For site fixtures & specialties.
Steel fabricated swing access gate.	4.00	Ea	\$8,000.00	\$32,000.00	Allowance at all new onsite road loop access areas.
New monument sign.	1.00	LS	\$7,500.00	\$7,500.00	Allowance to be addressed.
Steel fabricated handrails, galvanized.	500.00	LF	\$150.00	\$75,000.00	At new east ramps.
Railings or fencing at tops of walls.	1,000.00	LF	\$80.00	\$80,000.00	Allowance at the tops of most cast-in-place retaining walls.
Directional & ADA signage.	1.00	LS	\$4,500.00	\$4,500.00	Allowance at new parking lots and misc..
Waste & recycle receptacles.	10.00	Ea	\$1,000.00	\$10,000.00	Allowance at new plazas and around sports fields.
Water fountain and water bottle refiller.	1.00	Ea	\$6,000.00	\$6,000.00	In extended plaza, vandal resistant.
Bicycle racks.	4.00	Ea	\$1,000.00	\$4,000.00	Allowance in new plaza areas.
New portable bleachers.	8.00	Ea	\$5,000.00	\$40,000.00	Pre-fabricated aluminum bleachers where indicated on plan.
Sports field athletic equipment.	1.00	LS	\$15,000.00	\$15,000.00	Allowance for bases, portable goals and misc.
Electronic scoreboards.	2.00	Ea	\$20,000.00	\$40,000.00	One at north and south sides of field.
Miscellaneous site specialties & pick-up.	1.00	LS	\$10,000.00	\$10,000.00	Allowance for what is not yet addressed.
\$1.10				\$331,040.00	
1.8) Site Fixtures & Specialties:					
Backhoe trenching.	32.00	Hr	\$220.00	\$7,040.00	For playground area surfacing work.
Cast-in-place perimeter curbing.	1,700.00	LF	\$40.00	\$68,000.00	Around synthetic turf perimeters at both sports fields.
Synthetic turf, installed.	180,000.00	SF	\$13.00	\$2,340,000	Over both new sports fields.
Add for crushed base, underdrainage & prep.	180,000.00	SF	\$5.00	\$900,000.00	Under both new sports fields.
Add for fixture premiums & pick-up.	1.00	LS	\$30,000.00	\$30,000.00	Allowance, including possible vendor unloading.
\$11.15				\$3,345,040.00	
1.9) Synthetic Turf Surfacing:					
Backhoe trenching.	80.00	Hr	\$220.00	\$17,600.00	For site concrete work.
Cast-in-place curbs & gutters & curbing.	3,250.00	LF	\$42.00	\$136,500.00	At the edges of most new asphalt paving.
Concrete sidewalks & paving.	25,000.00	SF	\$12.00	\$300,000.00	Around new sport fields and misc.
Add for cast-in-place ramp premium.	2,000.00	SF	\$10.00	\$20,000.00	As laid out on plan, a long "U" ramp.
Add for tie-in & accent premiums.	12.00	MD	\$1,000.00	\$12,000.00	Allowance, including minor street patches.
Site concrete pick-up & coordination.	10.00	MD	\$900.00	\$9,000.00	Allowance, including general site clean-up.
\$1.65				\$495,100.00	
1.10) Site Concrete Curbing & Paving:					
New asphalt paving.	50,000.00	SF	\$4.50	\$225,000.00	As laid out on plan, assumes a 3" mix over 6" base.
Add for asphalt paving tie-in premiums.	1.00	LS	\$7,500.00	\$7,500.00	Allowance, including minor street patches.
Add for striping.	1.00	LS	\$8,000.00	\$8,000.00	Over new onsite paving.
\$0.80				\$240,500.00	
1.11) Asphalt Paving & Striping:					
Conventional sprinkler head coverage.	35,000.00	SF	\$1.60	\$56,000.00	In designated new planter areas.
Add for irrigation infrastructure.	1.00	LS	\$6,000.00	\$6,000.00	Allowance, including a point-of-connection to new meter.
Planter areas with topsoil & mulch.	35,000.00	SF	\$6.00	\$210,000.00	In plaza and high profile areas, with 6" topsoil and 2" mulch.
Seeded onsite areas with topsoil.	10,000.00	SF	\$1.00	\$10,000.00	In periphery areas, with a 4" layer of topsoil.
Add for new trees.	140.00	Ea	\$450.00	\$63,000.00	Allowance, assumes mostly native type 2" caliper.
Add for a soft surface trail premium.	600.00	LF	\$16.00	\$9,600.00	Assumes a 5' wide path of wood chips at south side of site.
Add for phased landscaping overlap work.	1.00	LS	\$20,000.00	\$20,000.00	Allowance between Phase 3 and Phase 2 boundaries.
Landscaping maintenance & pick-up work.	1.00	LS	\$40,000.00	\$40,000.00	Allowance, including warranty call-backs.
\$1.38				\$414,600.00	
1.12) Landscaping & Irrigation:					
10' high chainlink fencing.	1,950.00	LF	\$70.00	\$136,500.00	Around new sports fields and dugouts.
Add for backstop premiums.	2.00	LS	\$25,000.00	\$50,000.00	At rectangular sports field.
Add for PVC coating.	24,000.00	SF	\$1.25	\$30,000.00	At all new chainlink fencing.
\$0.72				\$216,500.00	
1.13) Site Fencing & Backstops:					
PHASE 3 D SITE IMPROVEMENTS:	300,000.00	SF	\$30.28	\$9,084,280	
Add 25% for Estimate Mark-Ups:	300,000.00	SF	\$37.85	\$11,355,350	

About 300,000 SF of is figured in Phase 3 D. Like Phase 2 D, extensive earthwork cuts, fills and haul-offs are figured, along with retaining walls, but not as much. Also, no soldier pile walls are figured in Phase 3 D. The primary reason why the Phase 3 D cost is less than Phase 2 D is the latter has nearly \$4 millions less in retaining walls. Also, no new underground storm detention vault is figured in Phase 3 D. Instead, excess storm run-off is figured to tie into an existing near-by onsite storm main that drains into an existing large detention pond that has enough capacity to handle the additional loads. Unlike Phase 2 D, Phase 3 D includes an onsite loop road with a new water main loop and fire hydrants.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

	Quantity	Unit	\$\$\$	Est. Cost	
PHASE 3 D BUILDINGS & STRUCTURES:					
Dugout gate & roof support premiums.	4.00	LS	\$1,000.00	\$4,000.00	Allowance under new dugout roofs.
Dugout roof & shed assemblies.	2,000.00	SF	\$40.00	\$80,000.00	Simple metal roofing & framing, 4 x 500 SF.
Add for dugout lighting & other electrical.	2,000.00	SF	\$5.00	\$10,000.00	Allowance for simple vandal resistant lighting & power outlets.
\$0.29		2.7)	New Dugout Roof Premiums:	\$94,000.00	
Building foundation, complete.	960.00	SF	\$50.00	\$48,000.00	Based on Sports Complex Phase 1B comfort station design.
Architectural CMU exterior walls.	2,200.00	SF	\$40.00	\$88,000.00	
Building framing & sheathing.	960.00	SF	\$90.00	\$86,400.00	
Roofing & sheet metal.	1,500.00	SF	\$35.00	\$52,500.00	
Exterior wall & soffit finishes.	1,800.00	SF	\$20.00	\$36,000.00	
Exterior doors & windows.	960.00	SF	\$32.00	\$30,720.00	
Interior finishes.	960.00	SF	\$50.00	\$48,000.00	
Building specialties & equipment.	960.00	SF	\$55.00	\$52,800.00	
Building plumbing, vandal resistant.	960.00	SF	\$160.00	\$153,600.00	
Building heat & mechanical ventilation.	960.00	SF	\$35.00	\$33,600.00	
Building electrical, vandal resistant.	950.00	SF	\$55.00	\$52,250.00	
\$2.27	2.2)	Comfort Station Building, Complete:		\$687,870.00	
PHASE 3 D BUILDINGS & STRUCTURES:					
Add 25% for General Contractor Mark-Ups:	300,000.00	SF	\$2.59	\$775,870	
	300,000.00	SF	\$3.23	\$969,838	

As with Phase 2 D, simple metal roofing and gage framing is figured over the new Phase 3 D dugouts, along with some Spartan type but vandal resistant lighting and power outlets.

A field constructed Comfort Station building is included, for now figured to follow the same design and scope layout of a new Restroom and Concession building figured in the Gig Harbor Sports Complex Phase 1B project.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT		BUDGETARY COST ESTIMATE			REMARKS	
	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups		
PHASE 2 E BASE ESTIMATE SUMMARY BREAKDOWN: (Includes Contractor G,R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)						
SITE IMPROVEMENTS:						
1.1) Site Preparation to Subgrades.	1.25	LS	\$1,405,500	\$1,756,875	\$15,440,875	
1.2) Retaining Walls.	1.25	LS	\$4,411,000	\$5,513,750		
1.3) Outside Water.	1.25	LS	\$15,500	\$19,375		
1.4) Outside Sanitary Sewer.	1.25	LS	\$97,000	\$121,250		
1.5) Storm Drainage.	1.25	LS	\$531,000	\$663,750		
1.6) Site Electrical & Lighting.	1.25	LS	\$224,000	\$280,000		
1.7) Field Lighting Premium .	1.25	LS	\$815,000	\$1,018,750		
1.8) Site Fixtures & Specialties.	1.25	LS	\$334,680	\$418,350		
1.9) Synthetic Turf Play Surfacing.	1.25	LS	\$3,483,040	\$4,353,800		
1.10) Site Concrete Curbing & Paving.	1.25	LS	\$310,280	\$387,850		
1.11) Asphalt Paving & Striping.	1.25	LS	\$35,000	\$43,750		
1.12) Landscaping & Irrigation.	1.25	LS	\$379,400	\$474,250		
1.13) Site Fencing & Backstops.	1.25	LS	\$311,300	\$389,125		
BUILDINGS & STRUCTURES:					\$156,875	
2.1) New Dugout Roof Premiums.	1.25	LS	\$113,500	\$141,875	Same as Phase 2 D scope, see Page 5 for details.	
2.2) Minor Restoration of Existing Buildings.	1.25	LS	\$12,000	\$15,000		
2.3) Premium to Relocate Existing Sheds.	1.25	LS	N/A	N/A		
			\$125,500			
PHASE 2 E BASE ESTIMATE MACC:				\$15,597,750		

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above and Option costs below include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 2 E is figured as its own independent project. If it were combined with Phase 3 E work, there might be a \$280,000 combined savings between the two projects rather than being done under separate contracts and staggered at different times. These savings would come from incurring just one site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

For estimating purposes, Phase 2 D and Phase 2 E scopes are figured to be the same, with the exception that in 2 E an existing Umpire's Shed and adjoining electrical shack remain in the same location with some minor exterior restoration included, rather get relocated and at least partially replaced.

PROJECT COMPONENT	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups	REMARKS
PHASE 2 OPTIONS: (Includes Contractor G,R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
O-1) Replace Lighting in Existing Parking.	6.00	LS	\$6,000.00	\$45,000	Creosote pole fixtures to be replaced with all new fixtures.
O-2) New Irrigated & Landscaped Planter.	2,900.00	SF	\$8.00	\$29,000	In existing south parking island planter with mulch & boulders.
O-3) Reuse Existing Large Ballfield Lighting.	6.00	Ea	-\$40,000.00	-\$300,000	Existing tower pole fixtures still figured to be relocated.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT		BUDGETARY COST ESTIMATE			REMARKS	
Quantity	Unit	Estimate Cost	With G. C. Mark-Ups			
PHASE 3 E BASE ESTIMATE SUMMARY BREAKDOWN: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)						
SITE IMPROVEMENTS:					\$11,069,288	
1.1) Site Preparation to Subgrades.	1.25	LS	\$1,032,100	\$1,290,125	See Pages 12 & 13 for estimate details.	
1.2) Retaining Walls.	1.25	LS	\$1,095,500	\$1,369,375		
1.3) Outside Water.	1.25	LS	\$219,000	\$273,750		
1.4) Outside Sanitary Sewer.	1.25	LS	\$65,000	\$81,250		
1.5) Storm Drainage.	1.25	LS	\$265,500	\$331,875		
1.6) Site Electrical & Lighting.	1.25	LS	\$216,000	\$270,000		
1.7) Field Lighting Premium .	1.25	LS	\$688,000	\$860,000		
1.8) Site Fixtures & Specialties.	1.25	LS	\$378,040	\$472,550		See Page 13 for estimate details.
1.9) Synthetic Turf Surfacing.	1.25	LS	\$3,359,040	\$4,198,800		
1.10) Site Concrete, Pads & Paving.	1.25	LS	\$583,700	\$729,625		
1.11) Asphalt Paving & Striping.	1.25	LS	\$213,500	\$266,875		
1.12) Landscaping & Irrigation.	1.25	LS	\$482,300	\$602,875		" " " " " "
1.13) Site Fencing & Backstops. \$8,855,430	1.25	LS	\$257,750	\$322,188		
BUILDINGS & STRUCTURES: \$969,838						See Page 14 for estimate details. " " " " " "
2.1) New Dugout Roof Premiums.	1.25	LS	\$94,000	\$117,500		
2.2) New Comfort Station. \$775,870	1.25	LS	\$681,870	\$852,338		
PHASE 3 E BASE ESTIMATE MACC:				\$12,039,125		

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 3 E is figured as its own independent project. If it were combined with Phase 2 E work, there might be a \$280,000 combined savings between the two projects rather than being done under separate contracts and staggered at different times. These savings would come from incurring one just site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PHASE 3 E SITE IMPROVEMENTS:		Quantity	Unit	\$\$\$	Est. Cost	
Temporary construction fencing.	2,300.00	LF	\$4.00	\$9,200.00	Around the site improvement perimeter.	
Mobilization.	1.00	LS	\$30,000.00	\$30,000.00	Allowance for mass earthwork.	
Minor site demolition.	1.00	LS	\$10,000.00	\$10,000.00	At new site entrances and misc.	
Silt fencing.	2,200.00	LF	\$7.00	\$15,400.00	Allowance around most of site improvement perimeter.	
Temporary construction entrance.	3,000.00	SF	\$3.00	\$9,000.00	Allowance, presumably at east or south side of site.	
Temporary sediment pond.	1.00	LS	\$20,000.00	\$20,000.00	Allowance, possibly with a control structure and pump.	
Erosion control with maintenance & pick-up.	1.00	LS	\$120,000.00	\$120,000.00	Allowance, dealing with some steep onsite slopes.	
Onsite clearing and stripplings.	300,000.00	SF	\$0.40	\$120,000.00	Mostly heavily treed with some site slopes.	
Add for tree removal premium.	1.00	LS	\$50,000.00	\$50,000.00	To be removed & de-stumped.	
Remove stripplings from site.	7,500.00	CY	\$13.00	\$97,500.00	Assumes an 8" avg. striping layer in improvement areas.	
Onsite excavation cuts & rough grading.	34,100.00	CY	\$5.00	\$170,500.00	Based on preliminary BCRA take-offs, less a raised east field.	
Onsite excavation fills & rough grading.	16,100.00	CY	\$5.00	\$80,500.00	Based on preliminary BCRA take-offs.	
Add to remove excess cuts from site.	15,000.00	CY	\$12.00	\$180,000.00	Net difference between subgrade cuts & fills after stripplings.	
Onsite finish grading.	300,000.00	SF	\$0.15	\$45,000.00	Based on C203&4 layout, mostly open, but with some slopes.	
Add for phased site prep overlap work.	1.00	LS	\$30,000.00	\$30,000.00	Allowance between Phase 3 and Phase 2 boundaries.	
Earthwork, pick-up and coordination.	1.00	LS	\$45,000.00	\$45,000.00	Allowance, including de-mob & temp. pond removal.	
	\$3.44	1.7)	Site Preparation to Subgrades:		\$1,032,100.00	
Cast-in-place ballfield retaining walls.	9,000.00	SF	\$80.00	\$720,000.00	From 2' to 12' high, roughly 1,000 LF x 9' average.	
Cast-in-place ramp and stair walls.	1,100.00	SF	\$85.00	\$93,500.00	At east grade transition area, 220 LF x 5' average with steps.	
Short cast-in-place ramp & stair walls.	800.00	SF	\$80.00	\$64,000.00	At 3' grade step between sports fields, 200 LF x 4' average.	
Backfills, footing drains & pick-up.	10,900.00	SF	\$20.00	\$218,000.00	Behind cast-in-place retaining walls.	
	\$3.65	1.2)	Retaining Walls:		\$1,095,500.00	
Waterline connection.	1.00	LS	\$7,000.00	\$7,000.00	Allowance at an existing Harbor Hill Drive main.	
New water mains, with fittings.	1,500.00	LF	\$100.00	\$150,000.00	Assumes 8" Class 52 ductile iron along new loop road.	
New fire hydrant assemblies & branch lines.	4.00	Ea	\$8,000.00	\$32,000.00	Allowance along new onsite loop road.	
New domestic water services.	1.00	LS	\$15,000.00	\$15,000.00	Allowance to a new Comfort Station, drinking fountain & misc.	
Add for domestic & irrigation meters.	1.00	LS	\$10,000.00	\$10,000.00	Allowance to accommodate domestic & irrigation services.	
Waterline testing, coordination & pick-up.	1.00	LS	\$5,000.00	\$5,000.00	Allowance.	
	\$0.73	1.3)	Outside Water:		\$219,000.00	
Sanitary line connection.	1.00	LS	\$5,000.00	\$5,000.00	Allowance at an existing Harbor Hill Drive main.	
New onsite sanitary mains.	600.00	LF	\$75.00	\$45,000.00	To new Comfort Station from Harbor Hill Drive.	
Add for sanitary manholes.	2.00	Ea	\$5,000.00	\$10,000.00	At new sanitary main.	
Sanitary testing, coordination & pick-up.	1.00	LS	\$5,000.00	\$5,000.00	Allowance, including possible cleanouts.	
	\$0.22	1.4)	Outside Sanitary Sewer:		\$65,000.00	
New Type #1 catch basins.	10.00	Ea	\$2,200.00	\$22,000.00	At new onsite loop road and parking asphalt paving.	
New area drains.	10.00	Ea	\$1,200.00	\$12,000.00	Allowance at extended new pedestrian paving.	
Control structure basin fixture.	1.00	Ea	\$6,000.00	\$6,000.00	Allowance at east side of site.	
New storm line mains, mostly 12".	2,700.00	LF	\$65.00	\$175,500.00	From new basins & underdrainage to offsite storm outlet.	
Roof & underdrainage extension lines.	1,000.00	LF	\$32.00	\$32,000.00	From new dugouts, walls & misc. to main storm system.	
New offsite storm outlet.	1.00	LS	\$10,000.00	\$10,000.00	Allowance to an existing storm main that drains into a pond.	
Storm testing, coordination & pick-up.	1.00	LS	\$8,000.00	\$8,000.00	Onsite allowance.	
	\$0.89	1.5)	Storm Drainage:		\$265,500.00	
Primary power & transformer coordination.	1.00	LS	\$20,000.00	\$20,000	Allowance, transformer & primary wire by power company.	
Electrical services to onsite electrical fixtures.	2,600.00	LF	\$25.00	\$65,000	Allowance to lighting, dugouts and other site fixtures.	
Parking lot pole light fixtures.	10.00	Ea	\$5,000.00	\$50,000	Along new onsite loop road.	
Pedestrian light fixtures.	8.00	Ea	\$4,500.00	\$36,000	Primarily at new pedestrian paved areas.	
Miscellaneous onsite electrical.	1.00	LS	\$45,000.00	\$45,000	Allowance, including possible handholes & misc.	
	\$0.72	1.6)	Site Electrical & Lighting:		\$216,000.00	
200 Amp services to light towers.	1,800.00	LF	\$35.00	\$63,000.00	A supplemental allowance around new sports fields.	
Lighting controller panel.	1.00	LS	\$10,000.00	\$10,000.00	Allowance in electrical shack.	
Field lighting towers, facing a single side.	6.00	LS	\$360,000.00	\$360,000.00	Around both sports fields, w/ concrete bases, 10 lights on avg.	
Field lighting towers, facing two sides.	3.00	LS	\$80,000.00	\$240,000.00	Between sports fields, with concrete bases, 20 lights on avg.	
Site lighting coordination & pick-up.	1.00	LS	\$15,000.00	\$15,000.00	Allowance, with possible additional handholes and misc.	
	\$2.29	1.7)	Field Lighting Premium:		\$688,000.00	
PHASE 3 E SITE IMPROVEMENTS, continues on the next page:						

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PHASE 3 E SITE IMPROVEMENTS:		Quantity	Unit	\$\$\$	Est. Cost	
(Continued from the previous page.)						
Backhoe trenching. Steel fabricated swing access gate. New monument sign. Steel fabricated handrails, galvanized. Railings or fencing at tops of walls. Directional & ADA signage. Waste & recycle receptacles. Water fountain and water bottle refiller. Bicycle racks. New portable bleachers. Sports field athletic equipment. Electronic scoreboards. Miscellaneous site specialties & pick-up. \$1,26	32.00	Hr	\$220.00	\$7,040.00	For site fixtures & specialties.	
	4.00	Ea	\$8,000.00	\$32,000.00	Allowance at all new onsite road loop access areas.	
	1.00	LS	\$7,500.00	\$7,500.00	Allowance to be addressed.	
	860.00	LF	\$150.00	\$129,000.00	At new east ramps, and ramp & steps between fields.	
	900.00	LF	\$80.00	\$72,000.00	Allowance at the tops of most cast-in-place retaining walls.	
	1.00	LS	\$4,500.00	\$4,500.00	Allowance at new parking lots and misc..	
	10.00	Ea	\$1,000.00	\$10,000.00	Allowance at new plazas and around sports fields.	
	1.00	Ea	\$6,000.00	\$6,000.00	In extended plaza, vandal resistant.	
	4.00	Ea	\$1,000.00	\$4,000.00	Allowance in new plaza areas.	
	8.00	Ea	\$5,000.00	\$40,000.00	Pre-fabricated aluminum bleachers where indicated on plan.	
Sports field athletic equipment. Electronic scoreboards. Miscellaneous site specialties & pick-up. \$1,26	1.00	LS	\$16,000.00	\$16,000.00	Allowance for bases, portable goals and misc.	
	2.00	Ea	\$20,000.00	\$40,000.00	Assumes one at each sports field though not noted on plan.	
	1.00	LS	\$10,000.00	\$10,000.00	Allowance for what is not yet addressed.	
	1.8) Site Fixtures & Specialties: \$378,040.00					
	32.00	Hr	\$220.00	\$7,040.00	For playground area surfacing work.	
	2,450.00	LF	\$40.00	\$98,000.00	Around synthetic turf perimeters at both sports fields.	
	179,000.00	SF	\$13.00	\$2,327,000	Over both new sports fields.	
	179,000.00	SF	\$5.00	\$895,000.00	Under both new sports fields.	
	1.00	LS	\$32,000.00	\$32,000.00	Allowance, including possible vendor unloading.	
	1.9) Synthetic Turf Surfacing: \$3,359,040.00					
Backhoe trenching. Cast-in-place curbs & gutters & curbing. Concrete sidewalks & paving. Add for cast-in-place ramp premium. Add for steps between sports fields. Add for tie-in & accent premiums. Site concrete pick-up & coordination. \$1,95	80.00	Hr	\$220.00	\$17,600.00	For site concrete work.	
	3,250.00	LF	\$42.00	\$136,500.00	At the edges of most new asphalt paving.	
	27,000.00	SF	\$12.00	\$324,000.00	Around and between new sport fields and misc.	
	2,400.00	SF	\$10.00	\$24,000.00	As laid out on plan, a long "U" ramp, plus one between fields.	
	320.00	LF	\$180.00	\$57,600.00	A 3' high stepped elevation change between an ADA ramp.	
	15.00	MD	\$1,000.00	\$15,000.00	Allowance, including minor street patches.	
	10.00	MD	\$900.00	\$9,000.00	Allowance, including general site clean-up.	
	1.10) Site Concrete Curbing & Paving: \$583,700.00					
	44,000.00	SF	\$4.50	\$198,000.00	As laid out on plan, assumes a 3" mix over 6" base.	
	1.00	LS	\$7,500.00	\$7,500.00	Allowance, including minor street patches.	
Add for striping. \$0,71	1.00	LS	\$8,000.00	\$8,000.00	Over new onsite paving.	
	1.11) Asphalt Paving & Striping: \$213,500.00					
	42,000.00	SF	\$1.60	\$67,200.00	In designated new planter areas.	
	1.00	LS	\$6,500.00	\$6,500.00	Allowance, including a point-of-connection to new meter.	
	42,000.00	SF	\$6.00	\$252,000.00	In plaza and high profile areas, with 6" topsoil and 2" mulch.	
	10,000.00	SF	\$1.00	\$10,000.00	In periphery areas, with a 4" layer of topsoil.	
	160.00	Ea	\$450.00	\$72,000.00	Allowance, assumes mostly native type 2" caliper.	
	600.00	LF	\$16.00	\$9,600.00	Assumes a 5' wide path of wood chips at south side of site.	
	1.00	LS	\$20,000.00	\$20,000.00	Allowance between Phase 3 and Phase 2 boundaries.	
	1.00	LS	\$45,000.00	\$45,000.00	Allowance, including warranty call-backs.	
Add for phased landscaping overlap work. Landscaping maintenance & pick-up work. \$1,61	1.12) Landscaping & Site Clean-Up: \$482,300.00					
	2,450.00	LF	\$70.00	\$171,500.00	Around new sports fields and dugouts.	
	2.00	LS	\$25,000.00	\$50,000.00	One at each sports field.	
	29,000.00	SF	\$1.25	\$36,250.00	At all new chainlink fencing.	
	1.13) Site Fencing & Backstops: \$257,750.00					
PHASE 3 E SITE IMPROVEMENTS:						
Add 25% for Estimate Mark-Ups:						
300,000.00	SF	\$29.52	\$8,855,430			
300,000.00	SF	\$36.90	\$11,069,288			

About 300,000 SF of site improvements is included. Most of the Phase 3 E scope assumptions follow those in Phase 3 D. A big difference is that in Phase 3 E, one large sports field figured in Phase 3 D is instead broken up into two smaller sports fields. Also, in Phase 3 E, the east sports field finish grade is raised 3', which reduces excess subgrade excavation and haul-offs, plus overall retaining wall surface areas quantities. Added to the Phase 3 E scope is a set of concrete steps and an ADA ramp in the plaza paving between the two sports fields.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

		Quantity	Unit	\$\$\$	Est. Cost	
PHASE 3 E BUILDINGS & STRUCTURES:						
Dugout gate & roof support premiums.	4.00	LS	\$1,000.00	\$4,000.00	Allowance under new dugout roofs.	
Dugout roof & shed assemblies.	2,000.00	SF	\$40.00	\$80,000.00	Simple metal roofing & framing, 4 x 500 SF.	
Add for dugout lighting & other electrical.	2,000.00	SF	\$5.00	\$10,000.00	Allowance for simple vandal resistant lighting & power outlets.	
					\$94,000.00	
Building foundation, complete.	960.00	SF	\$50.00	\$48,000.00	Based on Sports Complex Phase 1B comfort station design.	
Architectural CMU exterior walls.	2,200.00	SF	\$40.00	\$88,000.00	" " " " " " " " " " " "	
Building framing & sheathing.	960.00	SF	\$90.00	\$86,400.00	" " " " " " " " " " " "	
Roofing & sheet metal.	1,500.00	SF	\$35.00	\$52,500.00	" " " " " " " " " " " "	
Exterior wall & soffit finishes.	1,800.00	SF	\$20.00	\$36,000.00	" " " " " " " " " " " "	
Exterior doors & windows.	960.00	SF	\$32.00	\$30,720.00	" " " " " " " " " " " "	
Interior finishes.	960.00	SF	\$50.00	\$48,000.00	" " " " " " " " " " " "	
Building specialties & equipment.	960.00	SF	\$55.00	\$52,800.00	" " " " " " " " " " " "	
Building plumbing, vandal resistant.	960.00	SF	\$160.00	\$153,600.00	" " " " " " " " " " " "	
Building heat & mechanical ventilation.	960.00	SF	\$35.00	\$33,600.00	" " " " " " " " " " " "	
Building electrical, vandal resistant.	950.00	SF	\$55.00	\$52,250.00	" " " " " " " " " " " "	
	2.2)	Comfort Station Building, Complete:			\$681,870.00	
PHASE 3 E BUILDINGS & STRUCTURES:	300,000.00	SF	\$2.59	\$775,870		
Add 25% for General Contractor Mark-Ups:	300,000.00	SF	\$3.23	\$969,838		

For estimating purposes, the Phase 3 E and 3 D Buildings and Structures scope is figured to be identical to each other.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

GENERAL SCOPE:

This is a preliminary estimate that compares the costs of two proposed scopes to construct Phases 2 and 3 of a Gig Harbor Sports Complex near the Tom Taylor YMCA in Gig Harbor, WA. Specifically excluded are Phases 1A, 1B and 1C, all of which are to be done at different times and under separate contracts. For estimating purposes, Phase 2 and Phase 3 scopes, whether they be Alternates D or E, are treated as separate individual projects in their Base Estimates. If both were done at the same time and under the same contract there might be a \$280,000 overall efficiency savings, not taking into account additional savings of avoiding further construction cost escalation premiums. Regardless of what specific scenario gets played out, it is assumed the existing Phase 2 area ballfields will be closed to the public and out of commission when new Phase 2 work takes place there.

The estimate includes full construction costs, plus the equivalent of a 4% to 5% design contingency. Sales tax and other soft costs such as permits, design fees, third party testing, utility connection fees if applicable, owner's administration costs, and a change order construction contingency are excluded. Also, since there is not yet a targeted date of when either Phase 2 or Phase 3 projects would start, all estimate costs are in current dollars. It is suggested that a construction cost escalation premium, calculated at about a 5% to 6% annual compounded rate, be added to the estimate bottom-lines once target dates are decided upon. Current scope information and costs are very preliminary and should be treated as such.

On this update to the cost report, dated 12/22/2023 BCRA, Inc. has made revisions to the original cost report, produced by Acker Consulting, dated 11/01/23, to incorporate suggested value engineering strategies.

INCLUDED:

320,000 SF of Phase 2 and 300,000 SF of Phase site improvements.
Site removal of stripplings, plus extensive net excavation cut haul-offs.
Extensive retaining walls in both phases, with some soldier pile walls in Phase 3.
Provisions for new outside utility services, still to be defined and laid out.
A new water main loop line with fire hydrants in Phase 3.
Removal of a septic system, replaced w/ a new sewer service to street in Ph. 2.
A new Contech underground storm detention vault in Phase 2.
Sports field lighting in both Phases 2 and 3.
Synthetic turf with underdrainage at new sports fields.
Fencing at sports fields, plus backstops and scoreboards.
Landscaping & irrigation in both phases.
A new Restroom & Concessions building in Phase 3.
Contractor's general requirements, overhead & profit.
Contractor's bond & insurance, and B & O tax.
A 4% to 5% design contingency.
Material costs for 1:1 offsite tree replacement.
Restripping of existing south Phase 2 parking lot that remains.

EXCLUDED:

Phase 1A, 1B and 1C work--under a separate contracts.
Significant overexcavation--excavated subgrade cuts used as suitable fills.
Site improvements beyond Phase 2 & 3 boundaries shown on proposed plans.
Any wetlands mitigation work--assumed to be not applicable.
A new access road, expanded parking, and a fire main loop in Phase 2 work.
New storage containers, or removal & reinstallation of existing--by owner.
No storm detention vault in Phase 3-a storm outlet to an existing pond instead.
Improvements to Phase 2 parking lot that remains aside from restripping.
Grandstand type seating--portable type bleachers only. Reuse existing bleachers to maximum extent feasible.
Electronic monitoring, cameras, controlled gates, or street or traffic lighting.
Restripping of existing south Phase 2 parking lot that remains.
A new Restroom & Concessions building in Phase 2--existing remains.
Fire sprinkler protection, or an outside fire sprinkler service in either phases.
Sales tax, permits, 3rd party testing, design fees, or utility co. fees if applicable.
Owner's administration costs, or a change order contingency.
Construction cost escalation or LEED administration & certification premiums.

		BUDGETARY COST ESTIMATE			REMARKS
PROJECT COMPONENT	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups	
BASE ESTIMATE PHASING AND COST OPTION SUMMARY: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
ALTERNATE D SCOPE:					
PHASE 2, Alternate D.	1.25	LS	\$6,833,922	\$8,542,403	See Page 2 for an Estimate Summary Breakdown.
PHASE 3, Alternate D.	1.25	LS	\$9,387,254	\$11,734,068	See Page 6 for an Estimate Summary Breakdown.
PHASE 2 & 3 ALTERNATE D TOTAL:				\$20,276,470	Alternate D, Phase 2 & 3 separate projects in current dollars.
ALTERNATE E SCOPE:					
PHASE 2, Alternate E.	1.25	LS	\$6,833,922	\$8,542,403	See Page 10 for an Estimate Summary Breakdown.
PHASE 3, Alternate E.	1.25	LS	\$9,458,674	\$11,823,343	See Page 11 for an Estimate Summary Breakdown.
PHASE 2 & 3 ALTERNATE E TOTAL:				\$20,365,745	Alternate D, Phase 2 & 3 separate projects in current dollars.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

BUDGETARY COST ESTIMATE					
PROJECT COMPONENT		Quantity	Unit	Estimate Cost	With G.C. Mark-Ups
PHASE 2 D BASE ESTIMATE SUMMARY BREAKDOWN: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
SITE IMPROVEMENTS:					
1.1)	Site Preparation to Subgrades.	1.25	LS	\$574,590	\$718,238
1.2)	Retaining Walls.	1.25	LS	\$1,320,400	\$1,650,500
1.3)	Outside Water.	1.25	LS	\$15,500	\$19,375
1.4)	Outside Sanitary Sewer.	1.25	LS	\$87,000	\$108,750
1.5)	Storm Drainage.	1.25	LS	\$244,042	\$305,053
1.6)	Site Electrical & Lighting.	1.25	LS	\$194,000	\$242,500
1.7)	Field Lighting Premium .	1.25	LS	\$815,000	\$1,018,750
1.8)	Site Fixtures & Specialties.	1.25	LS	\$286,440	\$358,050
1.9)	Synthetic Turf Surfacing.	1.25	LS	\$2,549,440	\$3,186,800
1.10)	Site Concrete Curbing & Paving.	1.25	LS	\$142,280	\$177,850
1.11)	Asphalt Striping.	1.25	LS	\$8,000	\$10,000
1.12)	Landscaping & Irrigation.	1.25	LS	\$251,030	\$313,788
1.13)	Site Fencing & Backstops. \$6,727,922	1.25	LS	\$240,200	\$300,250
BUILDINGS & STRUCTURES:					
2.1)	New Dugout Roof Premiums.	1.25	LS	\$94,000	\$117,500
2.2)	Minor Restoration of Existing Buildings. \$106,000	1.25	LS	\$12,000	\$15,000
PHASE 2 D BASE ESTIMATE MACC:					\$8,542,403

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above and Option costs below include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 2 D is figured as its own independent project. If it were combined with Phase 3 D work, there might be a \$280,000 combined savings between the two projects rather than being done under separate contacts and staggered at different times. These savings would come from incurring just one site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

PROJECT COMPONENT	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups	REMARKS
PHASE 2 OPTIONS: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
O-1) Reuse Existing Large Ballfield Tower Pole	6.00	Ea	-\$20,000.00	-\$150,000	Existing light fixtures still figured to be replaced.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PHASE 2 D SITE IMPROVEMENTS:	Quantity Unit \$\$\$			Est. Cost	
	Quantity	Unit	\$\$\$		
Temporary construction fencing. Mobilization. Remove of fencing and fixtures. Remove of some existing paving. Balance of onsite demolition. Silt fencing. Temporary construction entrance. Temporary sediment pond. Erosion control with maintenance & pick-up. Onsite clearing and stripplings. Add for tree removal premium. Remove stripplings from site. Onsite excavation cuts & rough grading. Onsite excavation fills & rough grading. Add to remove excess cuts from site. Onsite finish grading. Add for phased site prep overlap work. Earthwork pick-up and coordination. \$1.80	2,450.00 1.00 1.00 1,000.00 1.00 1,300.00 2,000.00 1.00 1.00 200,000.00 1.00 4,950.00 10,180.00 4,460.00 5,720.00 200,000.00 1.00 1.00	LF LS LS SF LS LF SF LS LS SF LS CY CY CY CY SF LS LS	\$4.00 \$30,000.00 \$20,000.00 \$2.50 \$6,000.00 \$7.00 \$3.00 \$15,000.00 \$90,000.00 \$0.30 \$20,000.00 \$13.00 \$5.00 \$5.00 \$12.00 \$0.15 \$30,000.00 \$40,000.00	\$9,800.00 \$30,000.00 \$20,000.00 \$2,500.00 \$6,000.00 \$9,100.00 \$6,000.00 \$15,000.00 \$90,000.00 \$60,000.00 \$20,000.00 \$64,350.00 \$50,900.00 \$22,300.00 \$68,640.00 \$30,000.00 \$30,000.00 \$40,000.00	Around the site improvement perimeter. Allowance for mass earthwork. At ballfields, batting cages, dugouts and elsewhere. At batting cages, selected paving around ballfields, and misc. A minor allowance for removal of what is not addressed. Allowance around about half of site improvement perimeter. Allowance, presumably at south side of site. Allowance, possibly with a control structure and pump. Allowance, dealing with some steep onsite slopes. Mostly ballfields, some trees, less existing paving that remains. Around most of site periphery, to be removed & de-stumped. Assumes an 8" avg. striping layer in improvement areas. Based on preliminary BCRA take-offs. " " " " " " " " " " " " Net difference between subgrade cuts & fills after stripplings. Based Phase 2 layout, mostly open, but with some slopes. Allowance between Phase 2 and Phase 3 boundaries. Allowance, including de-mob & temp. pond removal. \$574,590.00
Cast-in-place ballfield retaining walls. Cast-in-place stair walls. Rockery walls Backfills, footing drains & pick-up. \$4.13	6,660.00 6,200.00 340.00 12,860.00	SF SF LF SF	\$80.00 \$85.00 \$10.00 \$20.00	\$532,800.00 \$527,000.00 \$3,400.00 \$257,200.00	At north and east sides of multipurpose fields, ending at monument stairs. At east grade transition area, monument stairs At east grade transition area, just south of monument stairs Behind cast-in-place retaining walls. \$1,320,400.00
Waterline connection. New domestic water services. Add for domestic & irrigation meters. Waterline testing, coordination & pick-up. \$0.05	1.00 1.00 1.00 1.00	LS LS LS LS	\$2,500.00 \$5,000.00 \$6,000.00 \$2,000.00	\$2,500.00 \$5,000.00 \$6,000.00 \$2,000.00	Allowance from an existing onsite source. Allowance to a new drinking fountain & misc. Allowance, primarily to accommodate irrigation modifications. Allowance. \$15,500.00
Remove existing septic tanks & drainfield. New sanitary main to McCormick Creek Dr. Add for sanitary manholes. Sanitary testing, coordination & pick-up. \$0.27	1.00 600.00 3.00 1.00	LS LF Ea LS	\$20,000.00 \$75.00 \$5,000.00 \$7,000.00	\$20,000.00 \$45,000.00 \$15,000.00 \$17,000.00	Allowance at north side of large ballfield. From existing restroom/concessions building to street. At new sanitary main. Allowance, including a steep hillside premium. \$87,000.00
New area drains. Control structure basin fixture. New storm line mains, 8" to 12". Roof & underdrainage extension lines. Infiltration bed excavation & haul-offs. Infiltration bed chambers & accessories. Add for inlet piping. Infiltration backfills. Add for filter fabric wraps, Top-btm & perimeter Infiltration bed coordination & pick-up. Storm testing, coordination & pick-up. \$0.76	5.00 1.00 600.00 1,200.00 1,109.00 63.00 2.00 690.00 1892 SF 1.00 1.00	Ea Ea LF LF CY Ea CY CY SF LS LS	\$1,200.00 \$6,000.00 \$50.00 \$30.00 \$23.00 \$1,500.00 \$2,000.00 \$43.00 \$1.25 \$5,000.00 \$5,000.00	\$6,000.00 \$6,000.00 \$30,000.00 \$36,000.00 \$25,507.00 \$94,500.00 \$4,000.00 \$29,670.00 \$2,365.00 \$5,000.00 \$5,000.00	Allowance at extended new pedestrian paving. Upstream of new storm detention vault. From new area drains & underdrainage to new storm vault. From new dugouts, walls & misc. to main storm system. For Contech storm detention system. For Contech storm detention system. For Contech storm detention system. For Contech storm detention system. For Contech storm detention system. For Contech storm detention system. For Contech storm detention system. Onsite allowance. \$244,042.00
Remove field lighting pole fixture clusters. General site electrical demolition. Primary power & transformer coordination. Electrical services to onsite electrical fixtures. Pedestrian light fixtures. Miscellaneous onsite electrical. \$0.61	4.00 1.00 1.00 2,000.00 10.00 1.00	Ea LS LS LF Ea LS	\$5,000.00 \$20,000.00 \$15,000.00 \$32.00 \$4,500.00 \$30,000.00	\$20,000 \$20,000 \$15,000 \$4,000 \$45,000 \$30,000	Four at small ballfields. Allowance, includes protection of existing services that remain. Allowance, possibly minor with existing in place. Allowance to lighting, dugouts and other site fixtures. At both new and existing pedestrian paved areas. Allowance, including possible handholes & misc. \$194,000.00
200 Amp services to light towers. Lighting controller panel. Sports field lighting towers fixtures, complete. Site lighting coordination & pick-up. \$2.55	2,000.00 1.00 12.00 1.00	LF LS LS LS	\$35.00 \$10,000.00 \$60,000.00 \$15,000.00	\$70,000.00 \$10,000.00 \$720,000.00 \$15,000.00	A supplemental allowance around reconfigured ballfields. Allowance in electrical shack. Around both sports fields, w/ concrete bases, 10 lights on avg. Allowance, with possible additional handholes and misc. \$815,000.00
PHASE 2 D SITE IMPROVEMENTS, continues on the next page:					

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

Quantity		Unit	\$\$\$	Est. Cost	
PHASE 2 D SITE IMPROVEMENTS:					
<i>(Continued from the previous page.)</i>					
Backhoe trenching. Steel fabricated handrails, galvanized. Railings or fencing at tops of walls. Directional & ADA signage. Waste & recycle receptacles. Water fountain and water bottle refiller. Bicycle racks. New portable bleachers. Sports field athletic equipment. Electronic scoreboards. Miscellaneous site specialties & pick-up. Backhoe trenching. Cast-in-place perimeter curbing. Synthetic turf, installed. Add for crushed base, underdrainage & prep. Add for fixture premiums & pick-up. Backhoe trenching. Concrete sidewalks & paving. Add for stair premiums. Add for tie-in & accent premiums. Add for possible minor concrete repairs. Site concrete pick-up & coordination. Add for striping. Conventional sprinkler head coverage. Add for irrigation infrastructure. Planter areas with topsoil & mulch. Seeded onsite areas with topsoil. Add for new trees. Allowance for offsite tree replacement Add for a soft surface trail premium. Add for phased landscaping overlap work. Landscaping maintenance & pick-up work. 10' high chainlink fencing. Add for a large backstop & netting premium. Add for smaller backstop premiums. Movable outfield fencing. PHASE 2 D SITE IMPROVEMENTS: Add 25% for Estimate Mark-Ups:	24.00	Hr	\$220.00	\$5,280.00	For site fixtures & specialties.
	740.00	LF	\$150.00	\$111,000.00	At new stairs and ramps.
	652.00	LF	\$80.00	\$52,160.00	Allowance at the top sides of retaining walls.
	1.00	LS	\$3,000.00	\$3,000.00	Allowance at existing parking lot and misc..
	10.00	Ea	\$1,000.00	\$10,000.00	Allowance at new & existing plaza and around sports fields.
	1.00	Ea	\$6,000.00	\$6,000.00	In extended plaza, vandal resistant.
	4.00	Ea	\$1,000.00	\$4,000.00	Allowance in new & existing plaza areas.
	2.00	Ea	\$5,000.00	\$10,000.00	Pre-fabricated aluminum bleachers (1 at ea. New small ballfields. - rest to be re-used existing bleachers.
	1.00	LS	\$15,000.00	\$15,000.00	Allowance for bases, portable goals and misc.
	3.00	Ea	\$20,000.00	\$60,000.00	Two at north field and one at main baseball field.
	1.00	LS	\$10,000.00	\$10,000.00	Allowance for what is not yet addressed.
	<i>1.8) Site Fixtures & Specialties:</i>			\$286,440.00	
	32.00	Hr	\$220.00	\$7,040.00	For playground area surfacing work.
	2,060.00	LF	\$40.00	\$82,400.00	Around synthetic turf perimeters at both sports fields.
135,000.00 SF 135,000.00 SF 1.00 LS 64.00 Hr 7,000.00 SF 1,200.00 SF 10.00 MD 12.00 MD 10.00 MD <i>1.9) Synthetic Turf Surfacing:</i> 1.00 LS 1.00 LS 15,000.00 SF 15,000.00 SF 15,000.00 SF 120.00 Ea 45.00 Ea 400.00 LF 1.00 LS 1.00 LS 2,200.00 LF 1.00 LS 2.00 LS 450.00 LF <i>1.13) Site Fencing & Backstops:</i> PHASE 2 D SITE IMPROVEMENTS: Add 25% for Estimate Mark-Ups:	\$5.00		\$675,000.00	\$675,000.00	Under both new sports fields.
	\$30,000.00			\$30,000.00	Allowance, including possible vendor unloading.
	<i>1.9) Synthetic Turf Surfacing:</i>			\$2,549,440.00	
				\$14,080.00	For site concrete work.
				\$84,000.00	Around new sport fields and from existing plaza paving.
				\$12,000.00	As laid out on plan, one set of stairs
				\$10,000.00	Allowance, with concrete in cut-up quantities.
				\$13,200.00	Allowance at existing concrete paving that remains.
				\$9,000.00	Allowance, including general site clean-up.
	<i>1.10) Site Concrete Curbing & Paving:</i>			\$142,280.00	
				\$8,000.00	Over both new and existing paving, including blackouts.
	<i>1.11) Asphalt Striping:</i>			\$8,000.00	
				\$24,000.00	In designated new planter areas.
				\$6,000.00	Allowance, connecting to existing in plaza area.
15,000.00 SF 1.00 LS 15,000.00 SF 15,000.00 SF 15,000.00 SF 120.00 Ea 45.00 Ea 400.00 LF 1.00 LS 1.00 LS 2,200.00 LF 1.00 LS 2.00 LS 450.00 LF <i>1.12) Landscaping & Irrigation:</i> PHASE 2 D SITE IMPROVEMENTS: Add 25% for Estimate Mark-Ups:	\$90,000.00		\$90,000.00	\$15,000.00	In plaza and high profile areas, with 6" topsoil and 2" mulch.
	\$1.00		\$1.00	\$54,000.00	In periphery areas, with a 4" layer of topsoil.
				\$630.00	Allowance, assumes mostly native type 2" caliper.
				\$6,400.00	Assumes a 5' wide path of wood chips at south side of site.
				\$20,000.00	Allowance between Phase 2 and Phase 3 boundaries.
				\$35,000.00	Allowance, including warranty call-backs.
	<i>1.12) Landscaping & Irrigation:</i>			\$251,030.00	
				\$154,000.00	Around new sports fields, dugouts and batting cages.
				\$30,000.00	Up to 30' high at main baseball field.
				\$40,000.00	At rectangular sports field.
				\$16,200.00	At large baseball field, portable, in sections, 4' high.
	<i>1.13) Site Fencing & Backstops:</i>			\$240,200.00	
				\$26.91	
				\$8,409.903	
				\$6,727.922	
				\$33.64	
				\$8,409.903	

About 250,000 SF of site improvements is figured in Phase 2 D. Some factors that make the overall site \$/SF seem higher than the norm are: 1) extensive excavation cuts into a some steep hillsides that entail a large amount excess cut haul-offs and high retaining walls, 2) a large underground storm detention system, 3) new sports field lighting poles at the small ballfields and new lighting fixtures, and 4) over half the site is covered with new synthetic sports turf with underdrainage. The existing south parking lot for the most part remains as-is. The existing onsite septic system and drainfield is figured to be removed and replaced with a new sanitary sewer service that ties into an existing street side main running along McCormick Creek Drive.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

Quantity Unit \$\$\$ Est. Cost				
PHASE 2 D BUILDINGS & STRUCTURES:				
Dugout gate & roof support premiums. Dugout roof & shed assemblies. Add for dugout lighting & other electrical. \$0.29	4.00	LS	\$1,000.00	\$4,000.00
	2,000.00	SF	\$40.00	\$80,000.00
	2,000.00	SF	\$5.00	\$10,000.00
	2.1) New Dugout Roof Premiums:			\$94,000.00
Restoration of existing tower building. Restoration of existing dugout that remains. Restoration of Umpire & electrical sheds. \$0.04	1.00	LS	\$200.00	\$200.00
	1.00	LS	\$1,800.00	\$1,800.00
	1.00	LS	\$10,000.00	\$10,000.00
	2.2) Minor Restoration of Existing Buildings:			\$12,000.00
PHASE 2 D BUILDINGS & STRUCTURES:	320,000.00	SF	\$0.33	\$106,000
Add 25% for Estimate Mark-Ups:	320,000.00	SF	\$0.47	\$132,500

Simple metal roofing and gage framing is figured over the new dugouts, along with some Spartan type but vandal resistant lighting and power outlets.

An existing dugout and tower building at the large baseball field is figured to remain as-is, with provisions included for some minor exterior restoration. An existing Umpire's shed and adjoining electrical shack are figured to remain in place with provisions included for some minor exterior restoration. An existing restroom and concessions stand is figured to remain as-is.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT		BUDGETARY COST ESTIMATE			REMARKS	
Quantity	Unit	Estimate Cost	With G.C. Mark-Ups			
PHASE 3 D BASE ESTIMATE SUMMARY BREAKDOWN: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)						
SITE IMPROVEMENTS:					\$10,764,230	
1.1)	Site Preparation to Subgrades.	1.25	LS	\$1,334,850	\$1,668,563	See Pages 7 & 8 for estimate details.
1.2)	Retaining Walls.	1.25	LS	\$1,059,000	\$1,323,750	" " " " " " " "
1.3)	Outside Water.	1.25	LS	\$216,000	\$270,000	" " " " " " " "
1.4)	Outside Sanitary Sewer.	1.25	LS	\$65,000	\$81,250	" " " " " " " "
1.5)	Storm Drainage.	1.25	LS	\$246,100	\$307,625	" " " " " " " "
1.6)	Site Electrical & Lighting.	1.25	LS	\$225,000	\$281,250	" " " " " " " "
1.7)	Field Lighting Premium .	1.25	LS	\$808,000	\$1,010,000	" " " " " " " "
1.8)	Site Fixtures & Specialties.	1.25	LS	\$329,540	\$411,925	See Page 8 for estimate details.
1.9)	Synthetic Turf Surfacing.	1.25	LS	\$3,255,040	\$4,068,800	" " " " " " " "
1.10)	Site Concrete Curbing & Paving.	1.25	LS	\$447,100	\$558,875	" " " " " " " "
1.11)	Asphalt Paving & Striping.	1.25	LS	\$240,500	\$300,625	" " " " " " " "
1.12)	Landscaping & Irrigation.	1.25	LS	\$258,254	\$322,818	" " " " " " " "
1.13)	Site Fencing & Backstops.	1.25	LS	\$127,000	\$158,750	" " " " " " " "
BUILDINGS & STRUCTURES:						\$969,838
2.1)	New Dugout Roof Premiums.	1.25	LS	\$94,000	\$117,500	See Page 9 for estimate details.
2.2)	New Comfort Station.	1.25	LS	\$681,870	\$852,338	" " " " " " " "
PHASE 3 D BASE ESTIMATE MACC:					\$11,734,068	

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 3 D is figured as its own independent project. If it were combined with Phase 2 D work, there might be a \$280,000 combined savings between the two projects rather than being done under separate contacts and staggered at different times. These savings would come from incurring one just site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PHASE 3 D SITE IMPROVEMENTS:	Quantity Unit \$\$\$			Est. Cost	
	Quantity	Unit	\$\$\$	Est. Cost	
(Continued from the previous page.)					
Backhoe trenching. Steel fabricated swing access gate. New monument sign. Steel fabricated handrails, galvanized. Railings or fencing at tops of walls. Directional & ADA signage. Waste & recycle receptacles. Water fountain and water bottle refiller. Bicycle racks. New portable bleachers. Sports field athletic equipment. Electronic scoreboards. Miscellaneous site specialties & pick-up. \$1.10	32.00	Hr	\$220.00	\$7,040.00	For site fixtures & specialties.
	4.00	Ea	\$8,000.00	\$32,000.00	Allowance at all new onsite road loop access areas.
	1.00	LS	\$7,500.00	\$7,500.00	Allowance to be addressed.
	490.00	LF	\$150.00	\$73,500.00	At new east ramps.
	1,000.00	LF	\$80.00	\$80,000.00	Allowance at the tops of most cast-in-place retaining walls.
	1.00	LS	\$4,500.00	\$4,500.00	Allowance at new parking lots and misc..
	10.00	Ea	\$1,000.00	\$10,000.00	Allowance at new plazas and around sports fields.
	1.00	Ea	\$6,000.00	\$6,000.00	In extended plaza, vandal resistant.
	4.00	Ea	\$1,000.00	\$4,000.00	Allowance in new plaza areas.
	8.00	Ea	\$5,000.00	\$40,000.00	Pre-fabricated aluminum bleachers where indicated on plan.
Cast-in-place perimeter curbing. Synthetic turf, installed. Add for crushed base, underdrainage & prep. Add for fixture premiums & pick-up. \$10.85	1,700.00	LF	\$40.00	\$68,000.00	Around synthetic turf perimeters at both sports fields.
	175,000.00	SF	\$13.00	\$2,275,000	Over both new sports fields.
	175,000.00	SF	\$5.00	\$875,000.00	Under both new sports fields.
	1.00	LS	\$30,000.00	\$30,000.00	Allowance, including possible vendor unloading.
				\$3,255,040.00	
Backhoe trenching. Cast-in-place curbs & gutters & curbing. Concrete sidewalks & paving. Add for cast-in-place ramp premium. Add for tie-in & accent premiums. Site concrete pick-up & coordination. \$1.49	80.00	Hr	\$220.00	\$17,600.00	For site concrete work.
	3,250.00	LF	\$42.00	\$136,500.00	At the edges of most new asphalt paving.
	21,000.00	SF	\$12.00	\$252,000.00	Around new sport fields and misc.
	2,000.00	SF	\$10.00	\$20,000.00	As laid out on plan, a long "U" ramp.
	12.00	MD	\$1,000.00	\$12,000.00	Allowance, including minor street patches.
	10.00	MD	\$900.00	\$9,000.00	Allowance, including general site clean-up.
New asphalt paving. Add for asphalt paving tie-in premiums. Add for striping. \$0.80	50,000.00	SF	\$4.50	\$225,000.00	As laid out on plan, assumes a 3" mix over 6" base.
	1.00	LS	\$7,500.00	\$7,500.00	Allowance, including minor street patches.
	1.00	LS	\$8,000.00	\$8,000.00	Over new onsite paving.
Conventional sprinkler head coverage. Add for irrigation infrastructure. Planter areas with topsoil & mulch. Seeded onsite areas with topsoil. Add for new trees. Allowance for offsite tree replacement Add for a soft surface trail premium. Add for phased landscaping overlap work. Landscaping maintenance & pick-up work. \$0.86	12,500.00	SF	\$1.60	\$20,000.00	In designated new planter areas.
	1.00	LS	\$6,000.00	\$6,000.00	Allowance, including a point-of-connection to new meter.
	12,500.00	SF	\$6.00	\$75,000.00	In plaza and high profile areas, with 6" topsoil and 2" mulch.
	14,000.00	SF	\$1.00	\$14,000.00	In periphery areas, with a 4" layer of topsoil.
	140.00	Ea	\$450.00	\$63,000.00	Allowance, assumes mostly native type 2" caliper.
	761.00	Ea	\$14.00	\$10,654.00	Allowance, assumes 2 gallon trees, labor not included
	600.00	LF	\$16.00	\$9,600.00	Assumes a 5' wide path of wood chips at south side of site.
	1.00	LS	\$20,000.00	\$20,000.00	Allowance between Phase 3 and Phase 2 boundaries.
	1.00	LS	\$40,000.00	\$40,000.00	Allowance, including warranty call-backs.
10' high chainlink fencing. Add for backstop premiums. \$0.42	1,100.00	LF	\$70.00	\$77,000.00	Around new sports fields and dugouts - except where retaining walls serve as ball protection
	2.00	LS	\$25,000.00	\$50,000.00	At rectangular sports field.
PHASE 3 D SITE IMPROVEMENTS: Add 25% for Estimate Mark-Ups.	300,000.00	SF	\$28.70	\$8,611,384	
	300,000.00	SF	\$35.88	\$10,764,230	

About 300,000 SF of is figured in Phase 3 D. Like Phase 2 D, extensive earthwork cuts, fills and haul-offs are figured, along with retaining walls, but not as much. The primary reason why the Phase 3 D cost is more than Phase 2 D is the latter has more synthetic turf and more retaining walls. Also, no new underground storm detention vault is figured in Phase 3 D. Instead, excess storm run-off is figured to tie into an existing near-by onsite storm main that drains into an existing large detention pond that has enough capacity to handle the additional loads. Unlike Phase 2 D, Phase 3 D includes an onsite loop road with a new water main loop and fire hydrants.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

Quantity		Unit	\$\$\$	Est. Cost	
PHASE 3 D BUILDINGS & STRUCTURES:					
Dugout gate & roof support premiums.	4.00	LS	\$1,000.00	\$4,000.00	Allowance under new dugout roofs.
Dugout roof & shed assemblies.	2,000.00	SF	\$40.00	\$80,000.00	Simple metal roofing & framing, 4 x 500 SF.
Add for dugout lighting & other electrical.	2,000.00	SF	\$5.00	\$10,000.00	Allowance for simple vandal resistant lighting & power outlets.
				<i>New Dugout Roof Premiums:</i>	<i>\$94,000.00</i>
Building foundation, complete.	960.00	SF	\$50.00	\$48,000.00	Based on Sports Complex Phase 1B comfort station design.
Architectural CMU exterior walls.	2,200.00	SF	\$40.00	\$88,000.00	
Building framing & sheathing.	960.00	SF	\$90.00	\$86,400.00	
Roofing & sheet metal.	1,500.00	SF	\$35.00	\$52,500.00	
Exterior wall & soffit finishes.	1,800.00	SF	\$20.00	\$36,000.00	
Exterior doors & windows.	960.00	SF	\$32.00	\$30,720.00	
Interior finishes.	960.00	SF	\$50.00	\$48,000.00	
Building specialties & equipment.	960.00	SF	\$55.00	\$52,800.00	
Building plumbing, vandal resistant.	960.00	SF	\$160.00	\$153,600.00	
Building heat & mechanical ventilation.	960.00	SF	\$35.00	\$33,600.00	
Building electrical, vandal resistant.	950.00	SF	\$55.00	\$52,250.00	" " " " " " " " " "
	2.2)	<i>Comfort Station Building, Complete:</i>		\$681,870.00	
PHASE 3 D BUILDINGS & STRUCTURES:	300,000.00	SF	\$2.59	\$775,870	
Add 25% for General Contractor Mark-Ups:	300,000.00	SF	\$3.23	\$969,838	

As with Phase 2 D, simple metal roofing and gage framing is figured over the new Phase 3 D dugouts, along with some Spartan type but vandal resistant lighting and power outlets.

A field constructed Comfort Station building is included, for now figured to follow the same design and scope layout of a new Restroom and Concession building figured in the Gig Harbor Sports Complex Phase 1B project.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT		BUDGETARY COST ESTIMATE			REMARKS	
	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups		
PHASE 2 E BASE ESTIMATE SUMMARY BREAKDOWN: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)						
SITE IMPROVEMENTS:						
1.1) Site Preparation to Subgrades.	1.25	LS	\$574,590	\$718,238	\$8,409,903	
1.2) Retaining Walls.	1.25	LS	\$1,320,400	\$1,650,500		
1.3) Outside Water.	1.25	LS	\$15,500	\$19,375		
1.4) Outside Sanitary Sewer.	1.25	LS	\$87,000	\$108,750		
1.5) Storm Drainage.	1.25	LS	\$244,042	\$305,053		
1.6) Site Electrical & Lighting.	1.25	LS	\$194,000	\$242,500		
1.7) Field Lighting Premium .	1.25	LS	\$815,000	\$1,018,750		
1.8) Site Fixtures & Specialties.	1.25	LS	\$286,440	\$358,050		
1.9) Synthetic Turf Play Surfacing.	1.25	LS	\$2,549,440	\$3,186,800		
1.10) Site Concrete Curbing & Paving.	1.25	LS	\$142,280	\$177,850		
1.11) Asphalt Paving & Striping.	1.25	LS	\$8,000	\$10,000		
1.12) Landscaping & Irrigation.	1.25	LS	\$251,030	\$313,788		
1.13) Site Fencing & Backstops.	1.25	LS	\$240,200	\$300,250		
			\$6,727,922	\$132,500		
BUILDINGS & STRUCTURES:						
2.1) New Dugout Roof Premiums.	1.25	LS	\$94,000	\$117,500	Same as Phase 2 D scope, see Page 5 for details.	
2.2) Minor Restoration of Existing Buildings.	1.25	LS	\$12,000	\$15,000		
2.3) Premium to Relocate Existing Sheds.	1.25	LS	N/A	N/A		
			\$106,000	Not part of Phase 2 E scope.		
PHASE 2 E BASE ESTIMATE MACC:				\$8,542,403		

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above and Option costs below include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 2 E is figured as its own independent project. If it were combined with Phase 3 E work, there might be a \$280,000 combined savings between the two projects rather than being done under separate contacts and staggered at different times. These savings would come from incurring just one site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

PROJECT COMPONENT		Quantity	Unit	Estimate Cost	With G.C. Mark-Ups	REMARKS
PHASE 2 OPTIONS: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)						
O-1) Reuse Existing Large Field Tower Poles	6.00	Ea	-\$20,000.00	-\$150,000	Existing light fixtures still figured to be replaced.	

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT		BUDGETARY COST ESTIMATE		REMARKS	
Quantity	Unit	Estimate Cost	With G.C. Mark-Ups		
PHASE 3 E BASE ESTIMATE SUMMARY BREAKDOWN: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
SITE IMPROVEMENTS:					
1.1)	Site Preparation to Subgrades.	1.25	LS	\$1,067,520	See Pages 12 & 13 for estimate details. \$10,853,505
1.2)	Retaining Walls.	1.25	LS	\$1,132,250	
1.3)	Outside Water.	1.25	LS	\$219,000	
1.4)	Outside Sanitary Sewer.	1.25	LS	\$65,000	
1.5)	Storm Drainage.	1.25	LS	\$265,500	
1.6)	Site Electrical & Lighting.	1.25	LS	\$216,000	
1.7)	Field Lighting Premium .	1.25	LS	\$688,000	
1.8)	Site Fixtures & Specialties.	1.25	LS	\$324,790	
1.9)	Synthetic Turf Surfacing.	1.25	LS	\$3,320,040	
1.10)	Site Concrete, Pads & Paving.	1.25	LS	\$511,700	
1.11)	Asphalt Paving & Striping.	1.25	LS	\$213,500	See Page 14 for estimate details. \$969,838
1.12)	Landscaping & Irrigation.	1.25	LS	\$401,754	
1.13)	Site Fencing & Backstops.	1.25	LS	\$257,750	
BUILDINGS & STRUCTURES:					

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 3 E is figured as its own independent project. If it were combined with Phase 2 E work, there might be a \$280,000 combined savings between the two projects rather than being done under separate contracts and staggered at different times. These savings would come from incurring one just site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

PHASE 3 E SITE IMPROVEMENTS:				Quantity	Unit	\$\$\$	Est. Cost	
(Continued from the previous page.)								
Backhoe trenching.	32.00	Hr	\$220.00	\$7,040.00	For site fixtures & specialties.			
Steel fabricated swing access gate.	4.00	Ea	\$8,000.00	\$32,000.00	Allowance at all new onsite road loop access areas.			
New monument sign.	1.00	LS	\$7,500.00	\$7,500.00	Allowance to be addressed.			
Steel fabricated handrails, galvanized.	505.00	LF	\$150.00	\$75,750.00	At new east ramps, and ramp & steps between fields.			
Railings or fencing at tops of walls.	900.00	LF	\$80.00	\$72,000.00	Allowance at the tops of most cast-in-place retaining walls.			
Directional & ADA signage.	1.00	LS	\$4,500.00	\$4,500.00	Allowance at new parking lots and misc..			
Waste & recycle receptacles.	10.00	Ea	\$1,000.00	\$10,000.00	Allowance at new plazas and around sports fields.			
Water fountain and water bottle refiller.	1.00	Ea	\$6,000.00	\$6,000.00	In extended plaza, vandal resistant.			
Bicycle racks.	4.00	Ea	\$1,000.00	\$4,000.00	Allowance in new plaza areas.			
New portable bleachers.	8.00	Ea	\$5,000.00	\$40,000.00	Pre-fabricated aluminum bleachers where indicated on plan.			
Sports field athletic equipment.	1.00	LS	\$16,000.00	\$16,000.00	Allowance for bases, portable goals and misc.			
Electronic scoreboards.	2.00	Ea	\$20,000.00	\$40,000.00	Assumes one at each sports field though not noted on plan.			
Miscellaneous site specialties & pick-up.	1.00	LS	\$10,000.00	\$10,000.00	Allowance for what is not yet addressed.			
				\$324,790.00				
1.8) Site Fixtures & Specialties:								
Backhoe trenching.	32.00	Hr	\$220.00	\$7,040.00	For surfacing work.			
Cast-in-place perimeter curbing.	2,375.00	LF	\$40.00	\$95,000.00	Around synthetic turf perimeters at both sports fields.			
Synthetic turf, installed.	177,000.00	SF	\$13.00	\$2,301,000	Over both new sports fields.			
Add for crushed base, underdrainage & prep.	177,000.00	SF	\$5.00	\$885,000.00	Under both new sports fields.			
Add for fixture premiums & pick-up.	1.00	LS	\$32,000.00	\$32,000.00	Allowance, including possible vendor unloading.			
				\$3,320,040.00				
1.9) Synthetic Turf Surfacing:								
Backhoe trenching.	80.00	Hr	\$220.00	\$17,600.00	For site concrete work.			
Cast-in-place curbs & gutters & curbing.	3,250.00	LF	\$42.00	\$136,500.00	At the edges of most new asphalt paving.			
Concrete sidewalks & paving.	21,000.00	SF	\$12.00	\$252,000.00	Around and between new sport fields and misc.			
Add for cast-in-place ramp premium.	2,400.00	SF	\$10.00	\$24,000.00	As laid out on plan, a long "U" ramp, plus one between fields.			
Add for steps between sports fields.	320.00	LF	\$180.00	\$57,600.00	A 3' high stepped elevation change between an ADA ramp.			
Add for tie-in & accent premiums.	15.00	MD	\$1,000.00	\$15,000.00	Allowance, including minor street patches.			
Site concrete pick-up & coordination.	10.00	MD	\$900.00	\$9,000.00	Allowance, including general site clean-up.			
				\$571,700.00				
1.10) Site Concrete Curbing & Paving:								
New asphalt paving.	44,000.00	SF	\$4.50	\$198,000.00	As laid out on plan, assumes a 3" mix over 6" base.			
Add for asphalt paving tie-in premiums.	1.00	LS	\$7,500.00	\$7,500.00	Allowance, including minor street patches.			
Add for striping.	1.00	LS	\$8,000.00	\$8,000.00	Over new onsite paving.			
				\$213,500.00				
1.11) Asphalt Paving & Striping:								
Conventional sprinkler head coverage.	30,000.00	SF	\$1.60	\$48,000.00	In designated new planter areas.			
Add for irrigation infrastructure.	1.00	LS	\$6,500.00	\$6,500.00	Allowance, including a point-of-connection to new meter.			
Planter areas with topsoil & mulch.	30,000.00	SF	\$6.00	\$180,000.00	In plaza and high profile areas, with 6" topsoil and 2" mulch.			
Seeded onsite areas with topsoil.	10,000.00	SF	\$1.00	\$10,000.00	In periphery areas, with a 4" layer of topsoil.			
Add for new trees.	160.00	Ea	\$450.00	\$72,000.00	Allowance, assumes mostly native type 2" caliper.			
Allowance for offsite tree replacement	761.00	Ea	\$14.00	\$10,654.00	Allowance, assumes 2 gallon trees, labor not included			
Add for a soft surface trail premium.	600.00	LF	\$16.00	\$9,600.00	Assumes a 5' wide path of wood chips at south side of site.			
Add for phased landscape overlap work.	1.00	LS	\$20,000.00	\$20,000.00	Allowance between Phase 3 and Phase 2 boundaries.			
Landscaping maintenance & pick-up work.	1.00	LS	\$45,000.00	\$45,000.00	Allowance, including warranty call-backs.			
				\$401,754.00				
1.12) Landscaping & Site Clean-Up:								
10' high chainlink fencing.	2,450.00	LF	\$70.00	\$171,500.00	Around new sports fields and dugouts.			
Add for backstop premiums.	2.00	LS	\$25,000.00	\$50,000.00	One at each sports field.			
Add for PVC coating.	29,000.00	SF	\$1.25	\$36,250.00	At all new chainlink fencing.			
				\$257,750.00				
1.13) Site Fencing & Backstops:								
PHASE 3 E SITE IMPROVEMENTS:								
Add 25% for Estimate Mark-Ups:	300,000.00	SF	\$28.94	\$8,682,804				
	300,000.00	SF	\$36.18	\$10,853,505				

About 300,000 SF of site improvements is included. Most of the Phase 3 E scope assumptions follow those in Phase 3 D. A big difference is that in Phase 3 E, one large sports field figured in Phase 3 D is instead broken up into two smaller sports fields. Also, in Phase 3 E, the east sports field finish grade is raised 3', which reduces excess subgrade excavation and haul-offs, plus overall retaining wall surface areas quantities. Added to the Phase 3 E scope is a set of concrete steps and an ADA ramp in the plaza paving between the two sports fields.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 ALTERNATES FOR THE CITY OF GIG HARBOR

Quantity Unit \$\$\$ Est. Cost				
PHASE 3 E BUILDINGS & STRUCTURES:				
Dugout gate & roof support premiums.	4.00	LS	\$1,000.00	\$4,000.00
Dugout roof & shed assemblies.	2,000.00	SF	\$40.00	\$80,000.00
Add for dugout lighting & other electrical.	2,000.00	SF	\$5.00	\$10,000.00
		2.1)	New Dugout Roof Premiums:	
				\$94,000.00
Building foundation, complete.	960.00	SF	\$50.00	\$48,000.00
Architectural CMU exterior walls.	2,200.00	SF	\$40.00	\$88,000.00
Building framing & sheathing.	960.00	SF	\$90.00	\$86,400.00
Roofing & sheet metal.	1,500.00	SF	\$35.00	\$52,500.00
Exterior wall & soffit finishes.	1,800.00	SF	\$20.00	\$36,000.00
Exterior doors & windows.	960.00	SF	\$32.00	\$30,720.00
Interior finishes.	960.00	SF	\$50.00	\$48,000.00
Building specialties & equipment.	960.00	SF	\$55.00	\$52,800.00
Building plumbing, vandal resistant.	960.00	SF	\$160.00	\$153,600.00
Building heat & mechanical ventilation.	960.00	SF	\$35.00	\$33,600.00
Building electrical, vandal resistant.	950.00	SF	\$55.00	\$52,250.00
	2.2)	Comfort Station Building, Complete:		
				\$681,870.00
PHASE 3 E BUILDINGS & STRUCTURES:	300,000.00	SF	\$2.59	\$775,870
Add 25% for General Contractor Mark-Ups:	300,000.00	SF	\$3.23	\$969,838

For estimating purposes, the Phase 3 E and 3 D Buildings and Structures scope is figured to be identical to each other.

Preferred Alternative

CONCEPTUAL FIELD LAYOUT



Legend

- | | | | | | |
|---|--|--|---|--|---|
| 01 180' Outfield | 07 Spectator Bleachers, typ. | 13 Maintenance Access Road & Main Pedestrian Access Between Upper and Lower Fields | 19 Connection to Phase 1C Parking | 25 Preserve Existing Historic Umpire Shack | 31 Parking Lot Restriped to add 10 Stalls |
| 02 Retaining Wall | 08 Comfort Station | 14 Accessible Ramp Connection from Parking to Fields | 20 200' Outfield | 26 Existing Tower Building to Remain | 32 Existing Soft-surface Trail |
| 03 Scoreboard | 09 Stair Connection Between Phase 2 and Phase 3 Fields | 15 Head in/Angled Parking (42 stalls) | 21 Outfield Fence | 27 Existing Dugout to Remain | 33 Existing Parking Along McCormick Creek Drive |
| 04 Trash Enclosure | 10 Drop-off Area | 16 Head in/Angled Parking (26 stalls) | 22 Reconfigured Soft Surface Trail (no significant grading anticipated) | 28 Existing Restroom/Snack Shack to Remain | 34 Full-size Baseball Outfield (300' foul Lines, 375' center field) |
| 05 Dugout, typ. | 11 Equipment/Storage Sheds (40' x 10') | 17 330' x 195' Soccer (FIFA), 360' x 180' Unified Lacrosse, 360' x 160' Football | 23 Accessible Ramp Connection Between Phase 2 and Phase 3 | 29 Existing Batting Cages to Remain | 35 ADA Accessible Parking Stalls |
| 06 Relocated Existing Spectator Bleachers | 12 Parallel Parking (8 stalls) | 18 330' x 190' Soccer, 360' x 180' Unified Lacrosse, 360' x 160' Football | 24 Synthetic Turf Field (208' radius) | 30 Existing Retaining Wall | 36 Dense Vegetated Buffer at Phase 2 South Property Line |

Field Inventory

- 1 375' Outfield field (Baseball/Softball)
1 208' Outfield field (Baseball/Softball)
1 200' Outfield fields (Baseball/Softball)
2 180' outfield fields (Baseball/Softball)
2 360' x 195' and 1 360' x 90' Multi-purpose fields (Football, Soccer, and Lacrosse)
1 150' x 225 U-11 Soccer/General practice field
- Total by Sport:**
5 Baseball/Softball
3 Football
3 Soccer (2 FIFA sized)
3 Lacrosse

Preferred Alternative
CONCEPTUAL GRADING AND STORMWATER DESIGN



GRADING CONCEPT:

GENERALLY, THE GRADING CONCEPT REQUIRES SEVERAL RETAINING WALLS TO MANAGE THE GRADE CHANGE ACROSS THE SITE. A RETAINING WALL WOULD WRAP THE ENTIRE NORTH EDGE AND EAST EDGE OF THE PHASE 3 FIELDS, AND WOULD MAX OUT AT 16' HIGH AT THE NORTHEAST CORNER. ANOTHER RETAINING WALL SEPARATING THE NORTHERN PORTION OF PHASES 2 AND THREE WOULD BE AT ITS HIGHEST AT THE NORTHEAST CORNER OF THE PROPOSED PHASE 2 MULTIPURPOSE FIELD, MAXING OUT AT 21' HIGH. THE LARGE BASEBALL FIELD IN PHASE 2 WOULD REMAIN WITHIN ITS EXISTING FOOTPRINT, ELIMINATING THE NEED FOR ADDITIONAL RETAINING WALLS AT THE OURFIELD. ALL THE SYNTHETIC TURF FIELDS ARE ASSUMED TO BE FLAT. THE PHASE TWO FIELDS ARE AT APPROXIMATELY 206' ELEVATION, WHILE THE PHASE 3 FIELDS ARE AT APPROXIMATELY 220' ELEVATION (DIFFERENCE OF 22 FEET). TWO ACCESSIBLE RAMPS AT A SLOPE OF APPROXIMATELY 1.8% PROVIDE AN ACCESSIBLE CONNECTION BETWEEN PHASE 2 AND PHASE THREE, AND AN ACCESSIBLE CONNECTION BETWEEN THE UPPER PARKING ON THE EAST SIDE OF PHASE 3 AND THE PHASE 3 FIELDS.

STORMWATER CONCEPT:

THE ARTIFICIAL TURF FIELDS ARE ASSUMED TO BE IMPERVIOUS SURFACES DUE TO THEIR RUNOFF CHARACTERISTICS AND ARE EXPECTED TO INCLUDE AN UNDERDRAIN SYSTEM. PRELIMINARY GEOTECHNICAL INVESTIGATIONS INDICATE RELATIVELY LOW PERMEABILITY SOILS AND A RECOMMENDED DESIGN INFILTRATION RATE OF 0.1 INCHES PER HOUR. WE EXPECT TO APPLY THIS INFILTRATION RATE UNDER ALL ARTIFICIAL TURF SURFACES. THE PHASE 3 IMPROVEMENTS LIE WITHIN LOT 3 OF THE BUSINESS PARK AT HARBOR HILL. THIS PARCEL WAS INCLUDED IN THE DESIGN FOR THE HARBOR HILL WEST REGIONAL STORMWATER FACILITY. WE INTEND THAT RUNOFF FROM PHASE 3 THAT DOES NOT INFILTRATE WILL BE CONVEYED TO THE REGIONAL FACILITY. IT APPEARS THAT PHASE 3 IMPROVEMENTS WILL EXCEED THE HARD SURFACE AREA ASSUMPTIONS OF THE REGIONAL FACILITY DESIGN. HOWEVER, DUE TO THE LARGE AREA OF TURF FIELDS WHICH CAN INFILTRATE STORMWATER BELOW GRADE, WE EXPECT THE FLOW CHARACTERISTICS OF THE PROPOSED DESIGN TO MATCH THE ORIGINAL ASSUMPTIONS OF THE REGIONAL FACILITY. WE EXPECT PHASE 2 IMPROVEMENTS WILL BE SUBJECT TO MINIMUM REQUIREMENTS 1-10 UNDER THE 2023 GIG HARBOR STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL, AND WILL HAVE AN INFILTRATION RATE OF 0.1 INCHES PER HOUR UNDER THE TURF SURFACES, SIMILAR TO THE PHASE 3 IMPROVEMENTS. FOR NEW AND REPLACED IMPERVIOUS SURFACES TO MATCH THE FORESTED CONDITION, AN UNDERGROUND DETENTION SYSTEM IS PROPOSED. THIS DESIGN MAINTAINS THE EXISTING DISCHARGE CONDITION AS THE EXISTING CONDITIONS.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

GENERAL SCOPE:

This is a preliminary cost study update that estimates a preferred Alternative D to construct Phases 2 and 3 of a Gig Harbor Sports Complex near the Tom Taylor YMCA in Gig Harbor, WA. Specifically excluded are Phases 1A, 1B and 1C, all of which are to be done at different times and under separate contracts. For estimating purposes, Phase 2 and Phase 3 scopes are still treated as separate individual projects in their Base Estimates. If both phases were to be done at the same time and under the same contract there might be a \$250,000 to \$300,000 overall efficiency savings, not taking into account additional savings of avoiding further construction cost escalation premiums. It is assumed the existing Phase 2 area ballfields will be closed to the public and out of commission when new Phase 2 work takes place there.

In this update a number of scope reductions have been implemented. In Phase 2 proposed grades have been adjusted which significantly reduce the cut/fill quantities of mass earthwork and overall surface areas of retaining walls. Also, premium soldier pile retaining walls have been eliminated in Phase 2. Lastly, the size of a replaced and expanded baseball field in Phase 2 has been reduced, and improvements in existing south areas have been minimized. Several minor scope reductions have been implemented in Phase 3 scope, but have been more than offset by the addition of a soldier pile retaining wall at its north side.

The estimate includes full construction costs, plus the equivalent of a 4% to 5% design contingency. Sales tax and other soft costs such as permits, design fees, third party testing, utility connection fees if applicable, owner's administration costs, a change order construction contingency, and third party project management costs are excluded. Also, since there is not yet a targeted date of when either Phase 2 or Phase 3 projects would start, all estimate costs are in current dollars. It is suggested that a construction cost escalation premium, calculated at about a 5% to 6% annual compounded rate, be added to the estimate bottom-lines once target dates are decided upon. Current scope information and costs are very preliminary and should be treated as such.

On this update to the cost report, dated 2/29/2024, BCRA, Inc. has made revisions to the original cost report, produced by Acker Consulting,

INCLUDED:

200,000 SF of Phase 2 and 305,000 SF of graded Phase 3 site improvements.
Site removal of strippings, plus extensive net excavation cut haul-offs.
Extensive retaining walls in both Phase 2 and Phase 3 sites.
Premiums for a soldier pile retaining wall along the north boundary of Phase 3.
Provisions for new outside utility services, still to be defined and clarified.
A new water main loop line with fire hydrants in Phase 3.
Removal of a septic system, and replaced with a new sewer line in Phase 2.
A new large underground storm detention vault in the south portion of Phase 2.
Sports field lighting in both Phases 2 and 3.
Synthetic turf with underdrainage at new sports fields.
Fencing at sports fields, plus backstops and scoreboards.
Provisions for landscaping & irrigation in both phases.
Re-painting and minor repair at existing Phase 2 building exteriors.
A new Restroom & Concessions building in Phase 3.
Simple roofs and lighting over new dugouts.
Contractor's general requirements, overhead & profit.
Contractor's bond & insurance, and B & O tax.
A 4% to 5% design contingency.

EXCLUDED:

Phase 1A, 1B and 1C work--under separate contracts.
Significant overexcavation--excavated subgrade cuts used as suitable fills.
Site improvements beyond Phase 2 & 3 boundaries indicated on plans.
Precast fascia panels over new soldier pile retaining wall.
Any wetlands mitigation work--assumed to be not applicable.
A new access road, expanded parking, and a fire main loop in Phase 2 work.
New storage containers, or removal & reinstalation of existing--by owner.
A storm detention vault in Phase 3, or in the north portion of Phase 2.
New parking lot lighting in Phase 2--existing remains.
Grandstand type seating--portable type bleachers only.
Electronic monitoring, cameras, controlled gates, or traffic control lighting.
Extensive improvements in existing south Phase 2 parking lot that remains.
Relocation of an existing Umpire & electrical shed in Phase 2 D--they remain.
A new Restroom & Concessions building in Phase 2--existing remains.
Fire sprinkler protection, or an outside fire sprinkler service in either phases.
Sales tax, permits, 3rd party testing, design fees, or utility co. fees if applicable.
Owner's administration costs, or a change order contingency.
Construction cost escalation, or third party project management costs.

PROJECT COMPONENT	BUDGETARY COST ESTIMATE				REMARKS
	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups	
BASE ESTIMATE PHASING AND PREFERRED OPTION D SUMMARY: (Includes Contractor G,R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
PREFERRED ALTERNATE D SCOPE:					
PHASE 2, Alternate D.	1.25	LS	\$7,017,190	\$8,771,488	See Page 2 for an Estimate Summary Breakdown.
PHASE 3, Alternate D.	1.25	LS	\$9,287,130	\$11,608,913	See Page 6 for an Estimate Summary Breakdown.
PHASE 2 & 3 PREFERRED ALTERNATE D MACC TOTAL:				\$20,380,400	Alternate D, Phase 2 & 3 separate projects in current dollars.

All Estimate Costs are in First Quarter 2024 Dollars

GIG HARBOR SPORTS COMPLEX

PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT	BUDGETARY COST ESTIMATE			REMARKS
	Quantity	Unit	Estimate Cost	With G.C. Mark-Ups
PHASE 2 D BASE ESTIMATE SUMMARY BREAKDOWN				
(Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)				
SITE IMPROVEMENTS:				\$8,618,988
1.1) Site Preparation to Subgrades.	1.25	LS	\$551,920	\$689,900 See Pages 3 & 4 for estimate details.
1.2) Retaining Walls.	1.25	LS	\$1,150,000	" " " " " " " "
1.3) Outside Water.	1.25	LS	\$16,000	" " " " " " " "
1.4) Outside Sanitary Sewer.	1.25	LS	\$116,000	" " " " " " " "
1.5) Storm Drainage.	1.25	LS	\$488,800	" " " " " " " "
1.6) Site Electrical & Lighting.	1.25	LS	\$210,000	" " " " " " " "
1.7) Field Lighting Premium .	1.25	LS	\$815,000	" " " " " " " "
1.8) Site Fixtures & Specialties.	1.25	LS	\$256,880	\$1,018,750 " " " " " " " "
1.9) Synthetic Turf Surfacing.	1.25	LS	\$2,623,040	\$321,100 See Page 4 for estimate details.
1.10) Site Concrete Curbing & Paving.	1.25	LS	\$180,760	" " " " " " " "
1.11) Asphalt Paving & Striping.	1.25	LS	\$18,000	" " " " " " " "
1.12) Landscaping & Irrigation.	1.25	LS	\$241,640	" " " " " " " "
1.13) Site Fencing & Backstops.	1.25	LS	\$227,150	" " " " " " " "
			\$6,895,190	
BUILDINGS & STRUCTURES:				\$152,500
2.1) New Dugout Roof Premiums.	1.25	LS	\$96,000	\$120,000 See Page 5 for estimate details.
2.2) Minor Restoration of Existing Buildings.	1.25	LS	\$26,000	\$32,500 " " " " " " " "
2.3) Premium to Relocate Existing Sheds.	1.25	LS	N/A	N/A Deleted from scope of work.
			\$122,000	
PHASE 2 D ESTIMATE MACC:				\$8,771,488

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above and Option cost below include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax, and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Ditto with third party project management costs for construction, if applicable. Estimate costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 2 D is currently figured as its own independent project. If it were combined with Phase 3 D work, there might be a \$250,000 to \$300,000 combined savings between the two projects. These savings would come from incurring just one site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if

PROJECT COMPONENT		Quantity	Unit	Estimate Cost	With G.C. Mark-Ups	REMARKS
PHASE 2 OPTION: (Includes Contractor G.R, OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)						
O-1) Replace All Existing Ballfield Lighting.	6.00	Ea	\$20,000.00	\$150,000	Rather than relocating & replacing lamps in Ph. 2 Base Est.	

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

[illegible]

GIG HARBOR SPORTS COMPLEX

PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

PHASE 2 D SITE IMPROVEMENTS:	Quantity	Unit	\$\$\$	Est. Cost	
(Continued from the previous page.)					
Backhoe trenching. Steel fabricated handrails, galvanized. Railings or fencing at tops of walls. Directional & ADA signage. Waste & recycle receptacles. Water fountain and water bottle refiller. Bicycle racks. New portable bleachers. Sports field athletic equipment. Electronic scoreboards. Miscellaneous site specialties & pick-up. \$1.28	24.00 760.00 660.00 1.00 10.00 1.00 4.00 2.00 1.00 2.00 1.00	HR LF LF LS Ea Ea Ea Ea LS LS LS	\$220.00 \$150.00 \$60.00 \$3,000.00 \$1,000.00 \$6,000.00 \$1,000.00 \$5,000.00 \$15,000.00 \$20,000.00 \$10,000.00	\$5,280.00 \$114,000.00 \$39,600.00 \$3,000.00 \$10,000.00 \$6,000.00 \$4,000.00 \$10,000.00 \$15,000.00 \$40,000.00 \$10,000.00	For site fixtures & specialties. At new stairs and ramps. Allowance at the top sides of soldier pile retaining walls. Allowance at existing parking lot and misc.. Allowance at new & existing plaza and around sports fields. In extended plaza, vandal resistant. Allowance in new & existing plaza areas. Pre-fabricated aluminum bleachers where indicated on plan. Allowance for bases, portable goals and misc. One at north field and one at south baseball field. Allowance for what is not yet addressed.
Backhoe trenching. Cast-in-place perimeter curbing. Synthetic turf, installed. Add for crushed base, underdrainage & prep. Add for fixture premiums & pick-up. \$13.12	32.00 2,100.00 139,000.00 139,000.00 1.00	HR LF SF SF LS	\$220.00 \$40.00 \$13.00 \$5.00 \$30,000.00	\$7,040.00 \$84,000.00 \$1,807,000 \$695,000.00 \$30,000.00	For turf area curbing & misc. Around synthetic turf perimeters at both sports fields. Over both new sports fields. Under both new sports fields. Allowance, including possible vendor unloading.
Backhoe trenching. Concrete sidewalks & paving. Add for cast-in-place ramp & stair premiums. Add for tie-in & accent premiums. Add for possible minor concrete repairs. Site concrete pick-up & coordination. \$0.90	48.00 9,000.00 3,000.00 10.00 12.00 10.00	HR SF SF MD MD MD	\$220.00 \$12.00 \$10.00 \$1,000.00 \$1,100.00 \$900.00	\$10,560.00 \$108,000.00 \$30,000.00 \$10,000.00 \$13,200.00 \$9,000.00	For site concrete work. Around new sport fields and from existing plaza paving. As laid out on plan, two sets of stairs, one long "U" ramp. Allowance, with concrete in cut-up quantities. Allowance at existing concrete paving that remains. Allowance, including general site clean-up.
Minor asphalt paving patching & restoration. Add for striping. \$0.09	1.00 1.00	LS LS	\$10,000.00 \$8,000.00	\$10,000.00 \$8,000.00	Allowance, including selective crack repairs. Over existing paving, including blackouts.
Conventional sprinkler head coverage. Add for irrigation infrastructure. Planter areas with topsoil & mulch. Seeded onsite areas with topsoil. Add for new trees. Add for offsite tree replacement. Add for a soft surface trail premium. Add for phased landscaping overlap work. Landscaping maintenance & pick-up work. \$1.21	15,000.00 1.00 15,000.00 20,000.00 120.00 66.00 480.00 1.00 1.00	SF LS SF SF Ea Ea LF LS LS	\$1.50 \$6,000.00 \$5.50 \$1.00 \$450.00 \$60.00 \$16.00 \$15,000.00 \$30,000.00	\$22,500.00 \$6,000.00 \$82,500.00 \$20,000.00 \$54,000.00 \$3,960.00 \$7,680.00 \$15,000.00 \$30,000.00	In designated new planter areas. Allowance, connecting to existing in plaza area. In plaza and high profile areas, with 6" topsoil and 2" mulch. In periphery areas, with a 4" layer of topsoil. Allowance, assumes mostly native type 2" caliper. 2 gallon trees only in native areas. Assumes a 5' wide path of wood chips at south side of site. Allowance between Phase 2 and Phase 3 boundaries. Allowance, including warranty call-backs.
10' high chainlink fencing. Add for a large backstop & netting premium. Add for smaller backstop premiums. Add for PVC coating. Movable outfield fencing. \$1.14	1,500.00 1.00 2.00 25,000.00 550.00	LF LS LS SF LF	\$70.00 \$30,000.00 \$20,000.00 \$1.25 \$38.00	\$105,000.00 \$30,000.00 \$40,000.00 \$31,250.00 \$20,900.00	Around new sports fields and dugouts. Up to 30' high at main baseball field. At rectangular sports field. At all new chainlink fencing. At large baseball field, portable, in sections, 4' high.
PHASE 2 D SITE IMPROVEMENTS: Add 25% for Estimate Mark-Ups:	200,000.00 200,000.00	SF SF	\$34.48 \$43.09	\$6,895,190 \$8,618,988	

About 200,000 SF of graded site improvements is now figured in Phase 2 D, as the existing south parking lot for the most part remains as-is. An existing onsite septic system and drainfield is figured to be removed and replaced with a new sanitary sewer service that ties into an existing street side main running along McCormick Creek Drive. A supplemental sanitary service has been added to the new main line, which is figured to branch off and extend to the east boundary where it will serve a new Phase 3 D Comfort Station Building.

Some other notable Phase 2 D changes in this update are: 1) with revised proposed grades the overall quantity of mass earthwork quantities has significantly been reduced, 2) soldier pile walls have been deleted in this Phase, and the overall quantity of cast-in-place retaining walls have been reduced, 3) the south large ballfield has been reduced in size, and 4) more of existing south area improvements remain as-is rather than get replaced.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

		Quantity	Unit	\$\$\$	Est. Cost	
PHASE 2 D BUILDINGS & STRUCTURES:						
Dugout gate & roof support premiums. Dugout roof & shed assemblies. Add for dugout lighting & other electrical. \$0.48	4.00	LS	\$1,000.00	\$4,000.00	Allowance under new dugout roofs.	
	2,000.00	SF	\$40.00	\$80,000.00	Simple metal roofing & framing; 4 x 500 SF.	
	2,000.00	SF	\$6.00	\$12,000.00	Allowance for simple vandal resistant lighting & power outlets.	
	2.7) New Dugout Roof Premiums:			\$96,000.00		
Restoration of existing tower building. Restoration of existing dugouts that remain. Restoration of Umpire & electrical sheds. \$0.13	1.00	LS	\$12,000.00	\$12,000.00	Allowance for mainly cosmetic exterior restoration.	
	2.00	LS	\$2,000.00	\$4,000.00	New roofing and cosmetic finishes.	
	1.00	LS	\$10,000.00	\$10,000.00	Allowance for mainly cosmetic exterior restoration.	
2.2) Minor Restoration of Existing Buildings:					\$26,000.00	
PHASE 2 D BUILDINGS & STRUCTURES:						
Add 25% for Estimate Mark-Ups:	200,000.00	SF	\$0.61	\$122,000		
	200,000.00	SF	\$0.76	\$152,500		

Simple metal roofing and gage framing is figured over the new dugouts, along with some Spartan type but vandal resistant lighting and power outlets.

Two existing dugouts and a tower building at the large baseball field are figured to remain as-is, with provisions included for exterior re-painting and some other minor superficial repairs and restoration. This includes an existing Umpire's shed and adjoining electrical shack, which was previously figured to be relocated, but now remains in-place. Keeping both buildings in-place not only saves the costs of relocation, but also the expense of revamping and at least partially replacing existing onsite electrical infrastructure that the electrical shed houses.

GIG HARBOR SPORTS COMPLEX
PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

PROJECT COMPONENT		BUDGETARY COST ESTIMATE		REMARKS	
Quantity	Unit	Estimate Cost	With G.C. Mark-Ups		
PHASE 3 D ESTIMATE SUMMARY BREAKDOWN:					
(Includes Contractor G.R., OH&P, B&I, B&O Tax Mark-Ups, No Sales Tax.)					
SITE IMPROVEMENTS:					
1.1) Site Preparation to Subgrades.	1.25 LS	\$1,345,400	\$1,681,750	See Pages 7 & 8 for estimate details.	\$10,630,388
1.2) Retaining Walls.	1.25 LS	\$1,000,120	\$1,250,150	" " " " " " " "	"
1.3) Outside Water.	1.25 LS	\$210,500	\$263,125	" " " " " " " "	"
1.4) Outside Sanitary Sewer.	1.25 LS	\$9,600	\$12,000	" " " " " " " "	"
1.5) Storm Drainage.	1.25 LS	\$115,200	\$144,000	" " " " " " " "	"
1.6) Site Electrical & Lighting.	1.25 LS	\$217,000	\$271,250	" " " " " " " "	"
1.7) Field Lighting Premium .	1.25 LS	\$804,500	\$1,005,625	" " " " " " " "	"
1.8) Site Fixtures & Specialties.	1.25 LS	\$321,040	\$401,300	See Page 8 for estimate details.	
1.9) Synthetic Turf Surfacing.	1.25 LS	\$3,309,040	\$4,136,300	" " " " " " " "	"
1.10) Site Concrete Curbing & Paving.	1.25 LS	\$431,000	\$538,750	" " " " " " " "	"
1.11) Asphalt Paving & Striping.	1.25 LS	\$253,100	\$316,375	" " " " " " " "	"
1.12) Landscaping & Irrigation.	1.25 LS	\$317,260	\$396,575	" " " " " " " "	"
1.13) Site Fencing & Backstops.	1.25 LS	\$170,550	\$213,188	" " " " " " " "	"
\$8,504,310					\$978,525
BUILDINGS & STRUCTURES:					
2.1) New Dugout Roof Premiums.	1.25 LS	\$96,000	\$120,000	See Page 9 for estimate details.	
2.2) New Comfort Station.	1.25 LS	\$686,820	\$858,525	" " " " " " " "	"
\$782,820					
PHASE 3 D BASE ESTIMATE MACC:			\$11,608,913		

BASE ESTIMATE MARK-UP & GENERAL NOTES:

The above Base Estimate costs above include a 25% general contractor's mark-up, intended to cover general requirements, overhead & profit, bond & insurance, B & O tax, and a modest 4% to 5% compounded design contingency. Soft costs, such as sales tax, permits, 3rd party testing, utility company connection fees if applicable, design fees, owner's administration costs and a change order contingency are not included. Ditto with third party project management costs for construction, if applicable. Costs and scope are very preliminary and should be treated as such.

Costs are in current dollars without any projected construction cost escalation figured. Once an approximate anticipated construction start date is targeted, it is suggested that a construction cost escalation premium be added to the estimate bottom-line at about a 5% to 6% compounded annual rate.

Phase 3 D is currently figured as its own independent project. If it were combined with Phase 2 D work, there might be a \$250,000 to \$300,000 combined savings between the two projects. These savings would come from incurring one just site mobilization instead of two, deleting site work overlaps at the boundaries between the two phases, and providing a nominal overall site work scope efficiency. This does not include possible savings of avoiding additional construction cost escalation if one of the phases were to be constructed at a later date from the other.

GIG HARBOR SPORTS COMPLEX

PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

PHASE 3 D SITE IMPROVEMENTS:	Quantity	Unit	\$\$\$	Est. Cost	
Temporary construction fencing.	2,300.00	LF	\$4.00	\$9,200.00	Around the site improvement perimeter.
Mobilization.	1.00	LS	\$30,000.00	\$30,000.00	Allowance for mass earthwork.
Minor site demolition.	1.00	LS	\$10,000.00	\$10,000.00	At new site entries and misc.
Silt fencing.	1,700.00	LF	\$7.00	\$11,900.00	Allowance around most of site improvement perimeter.
Temporary construction entrance.	2,000.00	SF	\$3.00	\$6,000.00	Allowance, presumably at east or south side of site.
Temporary sediment pond.	1.00	LS	\$20,000.00	\$20,000.00	Allowance, possibly with a control structure and pump.
Erosion control with maintenance & pick-up.	1.00	LS	\$110,000.00	\$110,000.00	Allowance, dealing with some steep onsite slopes.
Onsite clearing and stripings.	305,000.00	SF	\$0.40	\$122,000.00	Mostly heavily treed with some site slopes.
Add for tree removal premium.	761.00	Ea	\$120.00	\$91,320.00	Based on BCRA survey, to be removed & de-stumped.
Remove stripings from site.	7,540.00	CY	\$12.00	\$90,480.00	Assumes an 8" avg. striping layer in improvement areas.
Onsite excavation cuts & rough grading.	47,370.00	CY	\$5.00	\$236,850.00	Based on preliminary BCRA updated take-offs.
Onsite excavation fills & rough grading.	10,220.00	CY	\$5.00	\$51,100.00	" " " " " " " " " "
Add to remove excess cuts from site.	37,150.00	CY	\$12.00	\$445,800.00	Net difference between subgrade cuts & fills after stripings.
Onsite finish grading.	305,000.00	SF	\$0.15	\$45,750.00	Based on C203&4 layout, mostly open, but with some slopes.
Add for phased site prep overlap work.	1.00	LS	\$20,000.00	\$20,000.00	Allowance between Phase 3 and Phase 2 boundaries.
Earthwork pick-up and coordination.	1.00	LS	\$45,000.00	\$45,000.00	Allowance, including de-mob & temp. pond removal.
\$4.41	1.00	LS	\$45,000.00	\$45,000.00	Allowance, including de-mob & temp. pond removal.
Soldier piles, soil pins & lagging.	2,260.00	SF	\$150.00	\$339,000.00	Along north side boundary, 480 LF x 10' average.
Prep, excavation, backfills & drainage.	2,260.00	SF	\$20.00	\$45,200.00	Into existing hillside, with top and base drainage.
Cast-in-place ballfield retaining walls.	5,270.00	SF	\$80.00	\$421,600.00	From 3' to 16' high, roughly 620 LF x 12' average.
Add for curved retaining wall premium.	1,020.00	SF	\$25.00	\$25,500.00	At southeast site corner, roughly 85 LF x 12'.
Cast-in-place ramp walls.	960.00	SF	\$85.00	\$81,600.00	At east grade transition area, 240 LF x 4' average with steps.
Backfills, footing drains & pick-up.	6,230.00	SF	\$14.00	\$87,220.00	Behind cast-in-place retaining walls.
\$3.28	6,230.00	SF	\$14.00	\$87,220.00	Behind cast-in-place retaining walls.
Waterline connection.	1.00	LS	\$7,000.00	\$7,000.00	Allowance at an existing Harbor Hill Drive main.
New water mains, with fittings.	1,500.00	LF	\$100.00	\$150,000.00	Assumes 8" Class 52 ductile iron along new loop road.
New fire hydrant assemblies & branch lines.	4.00	Ea	\$7,500.00	\$30,000.00	Allowance along new onsite loop road.
New domestic water services.	1.00	LS	\$12,000.00	\$12,000.00	Allowance to a new Comfort Station, drinking fountain & misc.
Add for domestic & irrigation meters.	1.00	LS	\$7,500.00	\$7,500.00	Allowance to accommodate domestic & irrigation services.
Waterline testing, coordination & pick-up.	1.00	LS	\$4,000.00	\$4,000.00	Allowance.
\$0.69	1.00	LS	\$4,000.00	\$4,000.00	Allowance.
Sanitary line connection.	1.00	LS	\$1,000.00	\$1,000.00	At the east end of a new Phase 2 main.
New onsite sanitary mains.	80.00	LF	\$70.00	\$5,600.00	To new Comfort Station from Phase 2 line at west boundary.
Sanitary testing, coordination & pick-up.	1.00	LS	\$3,000.00	\$3,000.00	Allowance, including cleanouts.
\$0.03	1.00	LS	\$3,000.00	\$3,000.00	Allowance, including cleanouts.
Storm connections and Type #2 catch basins.	3.00	LS	\$5,000.00	\$15,000.00	To existing west and south main lines, perhaps 8' deep.
New Type #1 catch basins.	5.00	Ea	\$2,200.00	\$11,000.00	At new onsite loop road and parking asphalt paving.
Possible storm control structure.	1.00	Ea	\$6,000.00	\$6,000.00	Allowance at new south storm outlet.
New area drains.	8.00	Ea	\$1,200.00	\$9,600.00	Allowance at extended new pedestrian paving.
New storm line mains, mostly 12".	500.00	LF	\$70.00	\$35,000.00	To new basins & underdrainage, at three sides of site.
Roof & underdrainage extension lines.	800.00	LF	\$32.00	\$25,600.00	From new dugouts, walls & misc. to main storm system.
New offsite storm outlet.	1.00	LS	\$8,000.00	\$8,000.00	Allowance to an existing storm main that drains into a pond.
Storm testing, coordination & pick-up.	1.00	LS	\$5,000.00	\$5,000.00	Onsite allowance.
\$0.38	1.00	LS	\$5,000.00	\$5,000.00	Onsite allowance.
Primary power & transformer coordination.	1.00	LS	\$15,000.00	\$15,000	Allowance, transformer & primary wire by power company.
Electrical services to onsite electrical fixtures.	2,400.00	LF	\$30.00	\$72,000	Allowance to lighting, dugouts and other site fixtures.
Parking lot pole light fixtures.	10.00	Ea	\$5,000.00	\$50,000	Along new onsite loop road.
Pedestrian light fixtures.	10.00	Ea	\$4,500.00	\$45,000	Primarily at new pedestrian paved areas.
Miscellaneous onsite electrical.	1.00	LS	\$35,000.00	\$35,000	Allowance, including possible handholes & misc.
\$0.71	1.00	LS	\$35,000.00	\$35,000.00	Allowance, including possible handholes & misc.
200 Amp services to light towers.	1,700.00	LF	\$35.00	\$59,500.00	A supplemental allowance around new sports fields.
Lighting controller panel.	1.00	LS	\$10,000.00	\$10,000.00	Allowance, to be housed or weather enclosed.
Sports field lighting towers fixtures, complete.	12.00	LS	\$60,000.00	\$720,000.00	Around both sports fields, w/ concrete bases, 10 lights on avg.
Site lighting coordination & pick-up.	1.00	LS	\$15,000.00	\$15,000.00	Allowance, with possible additional handholes and misc.
\$2.64	1.00	LS	\$15,000.00	\$15,000.00	Allowance, with possible additional handholes and misc.
PHASE 3 D SITE IMPROVEMENTS, continues on the next page:					

GIG HARBOR SPORTS COMPLEX

PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

PHASE 3 D SITE IMPROVEMENTS:					Quantity	Unit	\$\$\$	Est. Cost	
(Continued from the previous page.)									
Backhoe trenching. Steel fabricated swing access gate. New monument sign. Steel fabricated handrails, galvanized. Railings or fencing at tops of walls. Directional & ADA signage. Waste & recycle receptacles. Water fountain and water bottle refiller. Bicycle racks. New portable bleachers. Sports field athletic equipment. Electronic scoreboards. Miscellaneous site specialties & pick-up. \$1.05	32.00	Hr	\$220.00	\$7,040.00	For site fixtures & specialties.				
	4.00	Ea	\$9,000.00	\$36,000.00	Allowance at all new onsite road loop access areas.				
	1.00	LS	\$7,500.00	\$7,500.00	Allowance to be addressed.				
	500.00	LF	\$150.00	\$75,000.00	At new east ramps and stairs.				
	1,100.00	LF	\$60.00	\$66,000.00	Allowance at the tops of most cast-in-place retaining walls.				
	1.00	LS	\$4,500.00	\$4,500.00	Allowance at new parking lots and misc..				
	10.00	Ea	\$1,000.00	\$10,000.00	Allowance at new plazas and around sports fields.				
	1.00	Ea	\$6,000.00	\$6,000.00	In extended plaza, vandal resistant.				
	4.00	Ea	\$1,000.00	\$4,000.00	Allowance in new plaza areas.				
	8.00	Ea	\$5,000.00	\$40,000.00	Pre-fabricated aluminum bleachers where indicated on plan.				
Add for crushed base, underdrainage & prep. Add for fixture premiums & pick-up. \$10.85	1.00	LS	\$15,000.00	\$15,000.00	Allowance for bases, portable goals and misc.				
	2.00	Ea	\$20,000.00	\$40,000.00	One at north and south sides of field.				
	1.00	LS	\$10,000.00	\$10,000.00	Allowance for what is not yet addressed.				
	1.8) Site Fixtures & Specialties:			\$321,040.00					
	32.00	Hr	\$220.00	\$7,040.00	For turf area curbing & misc.				
	1,700.00	LF	\$40.00	\$68,000.00	Around synthetic turf perimeters at both sports fields.				
	178,000.00	SF	\$13.00	\$2,314,000	Over both new sports fields.				
	178,000.00	SF	\$5.00	\$890,000.00	Under both new sports fields.				
	1.00	LS	\$30,000.00	\$30,000.00	Allowance, including possible vendor unloading.				
	1.9) Synthetic Turf Surfacing:			\$3,309,040.00					
Backhoe trenching. Cast-in-place curbs & gutters & curbing. Concrete sidewalks & paving. Add for cast-in-place ramp premium. Add for tie-in & accent premiums. Site concrete pick-up & coordination. \$1.41	80.00	Hr	\$220.00	\$17,600.00	For site concrete work.				
	3,200.00	LF	\$42.00	\$134,400.00	At the edges of most new asphalt paving.				
	20,000.00	SF	\$12.00	\$240,000.00	Around new sport fields and misc.				
	2,000.00	SF	\$10.00	\$20,000.00	As laid out on plan, a long "U" ramp.				
	10.00	MD	\$1,000.00	\$10,000.00	Allowance, including minor street patches.				
	10.00	MD	\$900.00	\$9,000.00	Allowance, including general site clean-up.				
	1.10) Site Concrete Curbing & Paving:			\$431,000.00					
	54,000.00	SF	\$4.40	\$237,600.00	As laid out on plan, assumes a 3" mix over 6" base.				
	1.00	LS	\$7,500.00	\$7,500.00	Allowance, including minor street patches.				
	1.00	LS	\$8,000.00	\$8,000.00	Over new onsite paving.				
Add for striping. \$0.83	1.11) Asphalt Paving & Striping:			\$253,100.00					
	15,000.00	SF	\$1.50	\$22,500.00	In designated new planter areas.				
	1.00	LS	\$6,000.00	\$6,000.00	Allowance, including a point-of-connection to new meter.				
	15,000.00	SF	\$5.50	\$82,500.00	In plaza and high profile areas, with 6" topsoil and 2" mulch.				
	38,000.00	SF	\$1.00	\$38,000.00	In periphery areas, with a 4" layer of topsoil.				
	140.00	Ea	\$450.00	\$63,000.00	Allowance, assumes mostly native type 2" caliper.				
	761.00	Ea	\$60.00	\$45,660.00	2 gallon trees only in native areas.				
	600.00	LF	\$16.00	\$9,600.00	Assumes a 5' wide path of wood chips at south side of site.				
	1.00	LS	\$15,000.00	\$15,000.00	Allowance between Phase 3 and Phase 2 boundaries.				
	1.00	LS	\$35,000.00	\$35,000.00	Allowance, including warranty call-backs.				
Landscaping maintenance & pick-up work. \$1.04	1.12) Landscaping & Irrigation:			\$317,260.00					
	10' high chainlink fencing.	1,240.00	LF	\$70.00	\$86,800.00	Around new sports fields & dugouts, less high retaining walls.			
	Add for backstop premiums.	2.00	LS	\$25,000.00	\$50,000.00	At rectangular sports field.			
	Add for PVC coating.	27,000.00	SF	\$1.25	\$33,750.00	At all new chainlink fencing.			
	1.13) Site Fencing & Backstops:			\$170,550.00					
	PHASE 3 D SITE IMPROVEMENTS:								
	Add 25% for Estimate Mark-Ups:	305,000.00	SF	\$27.88	\$8,504,310				
		305,000.00	SF	\$34.85	\$10,630,388				

About 305,000 SF of is now figured in Phase 3 D. Like Phase 2 D, extensive earthwork cuts, fills and haul-offs are figured, along with retaining walls. Overall, mass Phase 3 D earthwork cuts & haul-offs have increased in this update, plus a retaining wall running along the north boundary is now figured to be a soldier pile wall. These Phase 3 D cost increases in mass earthwork and a soldier pile wall more than offset a variety of minor Phase 3 D scope savings that have been implemented in this update. However, the accompanying Phase 2 D mass earthwork and retaining wall update adjustments far more than offset the Phase 3 D increases. As in the previous estimate, no new underground storm detention vault is figured in Phase 3 D. Instead, excess storm run-off ties into an existing near-by onsite storm main that drains into an already in-place detention pond that has enough capacity to handle the additional loads. Phase 3 D still includes an onsite loop road with a new water main loop and fire hydrants. Some savings have been implemented in the landscaping & irrigation scope.

GIG HARBOR SPORTS COMPLEX

PHASE 2 AND PHASE 3 PREFERRED ALTERNATE D FOR THE CITY OF GIG HARBOR

	Quantity	Unit	\$\$\$	Est. Cost	
PHASE 3 D BUILDINGS & STRUCTURES:					
Dugout gate & roof support premiums.	4.00	LS	\$1,000.00	\$4,000.00	Allowance under new dugout roofs.
Dugout roof & shed assemblies.	2,000.00	SF	\$40.00	\$80,000.00	Simple metal roofing & framing, 4 x 500 SF.
Add for dugout lighting & other electrical.	2,000.00	SF	\$6.00	\$12,000.00	Allowance for simple vandal resistant lighting & power outlets
				<i>\$96,000.00</i>	
Building foundation, complete.	960.00	SF	\$50.00	\$48,000.00	Based on Sports Complex Phase 1B comfort station design.
Architectural CMU exterior walls.	2,200.00	SF	\$42.00	\$92,400.00	" " " " " " " " " " " "
Building framing & sheathing.	960.00	SF	\$90.00	\$86,400.00	" " " " " " " " " " " "
Roofing & sheet metal.	1,500.00	SF	\$35.00	\$52,500.00	" " " " " " " " " " " "
Exterior wall & soffit finishes.	1,800.00	SF	\$20.00	\$36,000.00	" " " " " " " " " " " "
Exterior doors & windows.	960.00	SF	\$32.00	\$30,720.00	" " " " " " " " " " " "
Interior finishes.	960.00	SF	\$50.00	\$48,000.00	" " " " " " " " " " " "
Building specialties & equipment.	960.00	SF	\$55.00	\$52,800.00	" " " " " " " " " " " "
Building plumbing, vandal resistant.	960.00	SF	\$160.00	\$153,600.00	" " " " " " " " " " " "
Building heat & mechanical ventilation.	960.00	SF	\$35.00	\$33,600.00	" " " " " " " " " " " "
Building electrical, vandal resistant.	960.00	SF	\$55.00	\$52,800.00	" " " " " " " " " " " "
	2.2)	<i>Comfort Station Building, Complete:</i>			
				<i>\$686,820.00</i>	
PHASE 3 D BUILDINGS & STRUCTURES:	305,000.00	SF	\$2.57	\$782,820	
Add 25% for General Contractor Mark-Ups:	305,000.00	SF	\$3.21	\$978,525	

As with Phase 2 D, simple metal roofing and gage framing is figured over the new Phase 3 D dugouts, along with some Spartan type but vandal resistant lighting and power outlets.

A field constructed Comfort Station building is included, for now figured to follow the same design and scope layout of a new Restroom and Concession building in the Gig Harbor Sports Complex Phase 1B project.



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: March 11, 2024

SUBJECT: First Reading of Ordinance 1523 Relating to Code Enforcement Procedures

SUBMITTED BY: Code Enforcement Officer Adam Blodgett

DEPARTMENT: Community Development

PHONE: (253) 853-2428

SUGGESTED MOTION: None.

BACKGROUND INFORMATION: The city council met on March 16, 2023, to discuss code compliance and enforcement. In that meeting, the historical approach to code compliance and how the program and hiring for the full-time code compliance officer position were discussed. Council expressed a desire to see a more robust enforcement program that clearly defines the process and includes consistent civil penalties, assessed fees, and penalties tailored specifically to certain aspects of the code (e.g. tree conservation).

The Gig Harbor Municipal Code authorizes the use of civil penalties and increased permit fees as a disincentive to violating the relative codes. However, the enforcement provisions are set forth very specifically chapter by chapter, creating an unwieldy web of differing processes, timelines, and civil penalties. This has led to increased staff time, often including city attorney time, to sort through the case and ensure the applicable and proper sections of code are utilized. It is sometimes unclear which department/division should be heading up an investigation and when and for what does the code compliance officer get involved. Finally, the current program can lead to uncertainty and frustration on the part of our community members who seek to see the codes enforced.

With the changes proposed under this ordinance, staff believe the program can better achieve the goals and vision provided by council while balancing compliance with education. This ordinance creates a clear and concise process for each section of code the city's code compliance officer is responsible for. It sets forth roles, responsibilities, civil penalties, and other repercussions for failure to comply. It creates a new chapter, setting forth a succinct process for the code compliance officer to follow.

What the ordinance does not do is address tree conservation specifically. While the illegal removal of trees would lead to a code compliance action under this ordinance, the illegal activity would not generate a separate penalty or infraction as the council has expressed a desire to include. As the council is aware, the city has recently adopted an Urban Forest Management Plan. The implementation of that plan will lead to sweeping changes throughout the municipal code, but more importantly, to Chapter 17.78, Trees, Landscaping and Screening. Staff believes the appropriate place for illegal tree removal penalties, outside of the code compliance program, should be incorporated as part of the overall implementation strategy and amendments to Chapter 17.78.

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Ordinance 1523
-

STRATEGIC PLAN PRIORITY: Maintain small town character and historic preservation while growing responsibly.

ORDINANCE 1523

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CODE ENFORCEMENT PROCEDURES; ENACTING A NEW CHAPTER 2.60, AMENDING CHAPTERS 8.04, 8.10, 12.17, 15.24, AND 18.10, AND REPEALING CHAPTER 19.16; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, at the July 14, 2022, city council study session, staff provided an overview of the code compliance program following the creation of a full-time code compliance officer position; and

WHEREAS, the City of Gig Harbor City Council at its March 16, 2023, study session identified the need for a more robust enforcement program; and

WHEREAS, staff conducted research of comparable jurisdictions to provide recommendations for improvements to the civil process, civil penalties, and operating procedures; and

WHEREAS, at the October 26, 2023, city council study session staff led a discussion regarding the city's existing code compliance program and provided recommendations for outreach and education in addition to recommended amendments to the municipal code; and

WHEREAS, Chapter 2.60 of the Gig Harbor Municipal code (GHMC) sets forth a consolidated code compliance process creating a standard approach which identifies the appropriate steps throughout a code compliance case; and

WHEREAS, the city recognizes that the goal of code compliance is the prevention, detection, investigation and enforcement of the violation of statutes or ordinances regulating public health, safety and welfare; and

WHEREAS, the city recognizes that new and/or revised processes and procedures for the code compliance program would support the council's strategic priority to maintain small town character and historic preservation while growing responsibly;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Chapter 2.60 of the Gig Harbor Municipal is hereby added to read as follows:

Chapter 2.60
Code Compliance

Sections:

- 2.60.010 Purpose.**
- 2.60.020 Applicability.**
- 2.60.030 Violation review criteria.**
- 2.60.040 Stop work order.**
- 2.60.050 Voluntary compliance and Correction.**
- 2.60.060 Investigation and notice of violation.**
- 2.60.070 Civil penalty.**
- 2.60.080 Notice of violation and civil penalty appeals.**
- 2.60.085 Collection of civil penalty.**
- 2.60.090 Abatement.**
- 2.60.100 Criminal penalty.**
- 2.60.110 Additional relief.**

2.60.010 Purpose

The purpose of this title is to establish an effective and efficient system to ensure compliance with the City's adopted codes relative to building, land use and development, streets and sidewalks, and public nuisance, and generally protect the health and safety of the public (GHMC Titles 8, 12,14,15,16,17,18, and the shoreline master program). These regulations establish procedures and mechanisms to resolve violations, establish penalties for violations, provide an opportunity for a prompt hearing, decision, and appeal as to alleged code violations and provide for abatement when necessary.

2.60.020 Applicability.

This chapter establishes a civil method, where permitted under the law, to enforce violations of the chapters and titles of the code referenced in GHMC 2.60.010, provided an alternate civil method, other than abatement, is not specifically set forth in the code. Where the alternate civil method is abatement, both methods may apply.

A. The city administrator and/or his/her authorized representative (the "administrator") shall have the authority to enforce the land use codes of the city of Gig Harbor.

B. The code shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

C. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, lessee, occupier, or other person responsible for the condition of the land and buildings within the scope of this chapter.

D. No provision of or term used in this chapter is intended to impose upon the city, or any of its officers or employees, any duty that would subject them to damages in a civil action.

2.60.030 Violation review criteria.

The administrator will investigate and review each alleged violation or violation in accordance with the city policy. When enforcing code provisions, the administrator may, as practical and possible, seek to resolve violations without resorting to formal enforcement measures. Nothing herein shall be interpreted to require the administrator to follow a specific sequence or order of enforcement in circumstances when swifter response by the city may be reasonable or necessary. In addition, the administrator may consider a variety of factors when determining the appropriate enforcement sequence and response, including but not limited to:

A. Severity, duration, and impact of the violation(s), including whether the violation has a probability of placing a person or persons in danger of death or bodily harm, causing significant environmental harm, or causing significant physical damage to the property of another;

B. Compliance history, including any identical or similar violations or notice of violation at the same site or on a different site but caused by the same party;

C. Economic benefit gained by the violation(s);

D. Intent or negligence demonstrated by the person(s) responsible for the violation(s);

E. Responsiveness in correcting the violation(s); and

F. Other circumstances, including any mitigating factors.

2.60.040 Stop work order.

A. The administrator shall have the authority to issue a stop work order whenever any activity, work or development is being done in violation of the chapters and titles referenced in GHMC 2.60.010, or without a permit, required review or authorization or contrary to any permit, or authorization that may result in a violation. The stop work order shall be posted on the site of the violation containing the following information:

1. The street address or a description of the building, structure, premises, or land where the violation has occurred, in terms reasonably sufficient to identify its location;

2. A description of the potential violation and a reference to the provisions of the code that may have been violated;

3. A description of the action required to remedy the potential violation, including but not limited to corrections, repairs, demolition, removal, restoration, time period to comply, after which a notice of violation may be issued, or any other appropriate action as determined by the administrator;

4. The appropriate department and/or division investigating the case and the contact person.

B. With the exception of emergency work determined by the administrator to be necessary to prevent immediate threats to the public health, safety and welfare

or stabilize a site or prevent further property or environmental damage, it is unlawful for any work to be done after the posting or service of a stop work order until authorization to proceed is provided by the administrator.

C. Proof of posting shall be made by a written declaration under penalty of perjury executed by the person effecting the posting, declaring the time and date of posting, and the manner by which the posting was made.

2.60.050 Voluntary compliance and Correction

The administrator may pursue a reasonable attempt to secure voluntary compliance by contacting the owner or other person responsible for any violation of this code, explaining the violation and requesting compliance.

2.60.060 Notice of Violation.

A. If the administrator has a reasonable belief based on evidence that a violation exists, and the stop work order and/or voluntary compliance measures outlined in GHMC 2.60.040 and 2.60.050 either have already been sought and have been unsuccessful, or are determined not to be appropriate for the circumstances, the administrator may issue a notice of violation containing the following to the owner or, if different and readily identifiable, to the lessee, the person in control of the property where the violation has occurred, or the person committing the violation:

1. The street address or a description of the building, structure, premises, or land where the violation has occurred, in terms reasonably sufficient to identify its location;
2. A description of the violation and a reference to the provisions of the code that have been violated;
3. A description of the action required to remedy the violation, which may include corrections, repairs, demolition, removal, restoration, submittal of a work plan or any other appropriate action as determined by the administrator;
4. A statement that the required action must be taken or work plan submitted within the time period provided as set forth in the notice of violation, after which the city may impose monetary civil penalties and/or abate the violation in accordance with the applicable provisions of the relevant code section;
5. The appropriate department and/or division investigating the case and the contact person;
6. Unless subject to the provision of GHMC 2.60.050, a statement that the person to whom a notice of violation is directed may appeal the notice of violation to the hearing examiner, or his or her designee, including the deadline for filing such an appeal. Request for appeal must comply with requirements set forth in GHMC 2.60.080 and must be received by the city clerk's office no later than 10 days after the notice of violation has been served;
7. A statement that if the person to whom the notice of violation is issued fails to submit a written request for appeal within 10 working days of service, or fails to abate the violation, the city may assess civil penalties, as outlined

in GHMC 2.60.070, against the owner or, if different and readily identifiable, against the lessee, the person in control of the property where the violation has occurred, or the person committing the violation.

B. *Time to Comply.* When calculating a reasonable time for compliance, the administrator shall consider the following criteria:

1. The type and degree of violation cited in the notice;
2. The stated intent, if any, of a responsible party to take steps to comply;
3. The procedural requirements for obtaining a permit to carry out corrective action;
4. The complexity of the corrective action, including seasonal considerations;
5. Any other circumstances beyond the control of the responsible party; and
6. The responsible party may show as full or partial mitigation of liability:
 - a. That the violation is giving rise to the action caused by the willful act, or neglect, or abuse of another; or
 - b. That the correction of the violation was commenced promptly upon receipt of the notice, but that full compliance within the time specified was prevented by the inability to obtain necessary material or labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the responsible party.

C. The notice of violation shall be served by any one or any combination of the following methods:

1. By certified mail to the last known address of the owner or, if different and readily identifiable, the lessee, the person in control of the property where the violation has occurred, or the person committing the violation as applicable;
or
2. By personal service upon the owner or, if different and readily identifiable, upon the lessee, the person in control of the property where the violation has occurred, or the person committing the violation as applicable; and
3. Additionally, the administrator may choose to post notice on the property.

D. The administrator may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter any building or premises subject to the consent or warrant to perform the duties imposed by this chapter.

F. If the violation has been properly corrected by the deadline imposed by the administrator, the case will be closed. If it has not, then civil penalties, abatement, or criminal penalties may be imposed against the person(s) named in the notice of violation as the party(ies) in violation, at the reasonable discretion of the administrator, in accordance with the provisions of this chapter.

2.60.070 Civil penalty.

A. Any person who fails to remedy a violation or take the corrective action described by the administrator in a notice of violation within the time period provided may be subject to monetary civil penalties. The civil penalty will be either:

1. Prepared and sent by first-class mail to the last known address(es) of the person(s) named in the notice of violation as the party(ies) in violation; or
 2. Personally served upon the person(s) named in the notice of violation as the party(ies) in violation; and
 3. The administrator may choose to post notice on the property.
- B. The civil penalty shall contain the following:
1. A statement indicating that the party(ies) in violation is being issued civil penalties for failing to properly or timely implement the corrective actions outlined by the city in the notice of violation, and that additional civil penalties may be issued until corrective actions are properly and timely implemented and the violation abated;
 2. The address of the site and specific details of the violation which is to be corrected;
 3. The appropriate department and/or division investigating the case and the contact person;
 4. The number of days in violation since the noted corrective action(s) deadline date in the notice of violation (in case of first civil penalty) or the most recently issued civil penalty on the same violation (in case of second or subsequent civil penalty) and amount of monetary penalty being assessed as a result;
 5. A statement that the person(s) to whom the civil penalty is issued may appeal it to the hearing examiner, or his or her designee, including the deadline for filing such an appeal. Request for appeal must comply with requirements set forth in GHMC 2.60.080 and must be received by the city clerk's office no later than 10 working days after the civil penalty has been served;
 6. A statement that if the person to whom the civil penalty is issued fails to submit a written request for appeal within 10 working days of service or fails to abate the violation, the city may continue to assess monetary penalties against the owner or, if different and readily identifiable, against the lessee, the person in control of the property where the violation has occurred, or the person committing the violation.
- C. Monetary Penalty. The monetary penalty for each violation per day or portion thereof shall be as follows:
1. First day of each violation: \$100.00;
 2. Second day of each violation: \$200.00;
 3. Third day of each violation: \$300.00;
 4. Fourth day of each violation: \$400.00;
 5. Each additional day of each violation beyond four days: \$500.00 per day.
1. Continued Duty to Correct. Payment of a monetary penalty pursuant to this chapter does not relieve the person to whom the notice of violation was issued of the duty to correct the violation.
- D. Daily penalties will continue to accumulate until the violation is corrected, but the accumulated amount, or part thereof, may only be assessed to party(ies) in violation by issuing and serving a civil penalty.

E. Any person to whom a civil penalty is issued and served may appeal it to the hearing examiner; provided, that any issue whatsoever, including but not limited to nature of violation, amount of penalty, corrective measures, abatement or payment made, that was previously appealed or could have been appealed earlier with the notice of violation or previously issued civil penalty on the same violation, but either was not properly/timely appealed or was sustained by the hearing examiner, shall not be subject to another appeal.

2.60.080 Notice of violation and civil penalty appeals.

A. A person to whom a notice of violation or civil penalty is issued and served may appeal the notice of violation or civil penalty by filing a written request for appeal with the city clerk no later than 10 working days after said notice of violation or civil penalty is served. Each request for appeal shall contain the required appeal fee, the address and telephone number of the person making the request and the name and address of any person who may represent him or her. Each request for appeal shall set out the basis for the appeal. Failure to submit specific grounds for appeal in writing in the request may result in the dismissal of the appeal by the hearing examiner prior to any hearing.

B. If an appeal is submitted, the hearing examiner, or his or her designee, will conduct a hearing at the next available hearing date for the hearing examiner after the city issues a notice of hearing. For good cause, the hearing examiner may, at his or her discretion, change a previously set hearing date.

C. If an appeal is submitted, the city shall mail a hearing notice giving the time, location, and date of the hearing by first-class mail to person(s) to whom the notice of violation or civil penalty was directed and any other parties identified in the appeal request.

D. The hearing examiner, or his or her designee, shall conduct a hearing on the violation or penalty. The administrator, as well as the person(s) to whom the notice of violation or civil penalty was directed, may participate as parties in the hearing and each party may call witnesses. The city shall have the burden of proof to establish, by a preponderance of the evidence, that the violation has occurred and that the required corrective action is reasonable, or that the civil penalty was appropriately assessed for noncompliance with this code.

E. The hearing examiner shall determine whether the city has established, by a preponderance of the evidence, that the violation has occurred and that the required corrective action is reasonable, or that the civil penalty was appropriately assessed and reasonable, and based on that determination shall issue a final order that affirms, modifies, or vacates the notice of violation or civil penalty being appealed. The city's hearing examiner rules shall apply. The hearing examiner's final order shall contain the following information:

1. The decision regarding the alleged violation including findings of facts and conclusion of law based thereon;
2. If applicable, a statement that the required corrective actions imposed by the city are affirmed, modified, or waived;
3. If applicable, any additional conditions imposed by the hearing examiner regarding the violation and any corrective action, and the date and time by

which the additional condition and/or correction must be met and/or completed; and

4. If applicable, a statement that any associated civil penalties are affirmed, modified, or waived.

F. If the appellant and/or any person(s) to whom the appealed notice of violation or civil penalty was directed fails to appear at the scheduled hearing, the hearing examiner shall proceed with the hearing and issue a final order based on the evidence submitted by the party(ies) in attendance.

G. The final order shall be prepared within 10 business days of the hearing and shall be served in person or by first-class mail on the appellant and any person(s) to whom the appealed notice of violation or civil penalty was directed.

H. A final order of the hearing examiner shall be considered the final administrative decision and may be appealed to a court of competent jurisdiction within 21 calendar days of its issuance or, if applicable, as provided in RCW 36.70C.040.

2.60.085 Collection of civil penalty.

A. The civil penalty constitutes an obligation of the person, firm, or corporation to whom the civil penalty is directed. The civil penalty assessed must be paid to the city within 30 calendar days from the date of service of the civil penalty or, if an appeal is filed, the time required in the hearing examiner's final order (30 days after issuance of order if no time requirement is specified). The civil penalty may also jointly and severally be assessed against the property where the violation occurred when permitted by law.

B. A civil penalty that is not paid within 30 days may be referred to a collection agency, officially approved by the city of Gig Harbor, for collection.

2.60.090 Abatement.

A. In the event that compliance is not achieved through the measures outlined in GHMC 2.60.040 through 2.60.080, or that said measures are not, at the reasonable discretion of the administrator, appropriate to remedy the violation, the city may declare the violation a public nuisance, and remove or correct the same through any lawful means of abatement that is determined to be proper by the city attorney.

B. Using any lawful means, the city may enter unsecured property and may remove or correct a violation which is subject to abatement with the consent of the owner and person in control of the premises. If the owner and person in control of the premises do not consent to entry, the city may seek such judicial process in Pierce County superior court as it deems necessary to effect the removal or correction of such condition.

2.60.100 Liens.

A. *Generally.* The city shall have a lien for any civil penalty imposed or for the cost of any abatement work done pursuant to this chapter, or both, against the real property on which the civil penalty was imposed or any of the abatement work was performed.

B. *Priority.* The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens, except for state and county taxes.

C. *Contents.* The claim of lien shall contain the following:

1. The authority for imposing a civil penalty or proceeding to abate the violation, or both;

2. A brief description of the civil penalty imposed or the abatement work done, or both, including the violations charged and the duration thereof, including the time the work is commenced and completed and the name of the persons or organizations performing the work;

3. A legal description of the property to be charged with the lien;

4. The name of the known or reputed owner, and, if not known, the fact shall be alleged;

5. The amount, including lawful and reasonable costs, for which the lien is claimed; and

6. Signed verification by the director or his/her authorized representative, under penalty of perjury under the laws of the state of Washington, that the declarant believes the claim is just.

D. *Recording.* The director shall cause a claim for lien to be filed for record in the Pierce County auditor's office within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the abatement work performed pursuant to this chapter.

E. *Duration.* A lien created under this chapter shall be valid until the amount of money specified in the lien is paid in full.

F. *Foreclosure.* A lien created under this chapter may be foreclosed and enforced by a civil action in a court having jurisdiction. All persons who have legally filed claims or liens against the same property prior to commencement of the action shall be joined as parties, either as plaintiff or defendant. Dismissal of an action to foreclose a lien at the instance of a plaintiff shall not prejudice another party to the suit who claims a lien.

2.60.110 Criminal penalty.

In certain instances, where the aforementioned enforcement and penalty provisions outlined in this chapter do not result in compliance or are not appropriate for achieving compliance, the administrator may refer the matter to the police department for criminal investigation and prosecution. Unless a different criminal penalty is provided specifically for the violation, violations of chapters and titles of the code referenced in GHMC 2.60.020 shall constitute a gross misdemeanor as set forth in GHMC 1.16.010. Upon conviction and pursuant to a prosecution motion, the court shall also order immediate action to correct the condition constituting the violation and to maintain the corrected condition in compliance with this code.

In addition to any other sanction or remedial procedure the administrator may record a Certificate of Noncompliance on the parcel upon which the violation is located. Once the violation has been remedied, the administrator shall record a Certificate of Compliance. The property owner shall pay the cost of recording the

Certificates of Noncompliance and Compliance. Prior to recording a Certificate of Noncompliance, the administrator shall provide written notice of intent to record to the property owner. Notice shall be delivered as set forth in GHMC 2.60.060(C).

2.60.120 Additional relief.

Nothing in this chapter shall preclude the city from seeking any other relief as authorized in other provisions of this code, or by state or federal law or regulation. Enforcement of this chapter is supplemental to all other laws adopted by the city.

Section 2. Chapter 8.04 of the Gig Harbor Municipal Code is amended as follows:

**Chapter 8.04
PLANT NUISANCE**

Sections:

- 8.04.010 Duty to maintain trees or shrubs – Nuisance.**
- 8.04.020 Notice to trim or remove.**
- 8.04.030 Council hearing – Order.**
- 8.04.040 Nuisance abatement – Lien.**
- 8.04.050 Allowing noxious plants, overgrown vegetation, uncut weeds, etc.— Nuisance.**
- 8.04.060 Nuisance abatement order.**
- 8.04.070 Liability for costs of abatement.**
- 8.04.080 Penalty for violation.**
- 8.04.090 Enforcement**

8.04.010 Duty to maintain trees or shrubs – Nuisance.

All persons owning or maintaining shade or ornamental trees or shrubs upon or in front of the premises owned or occupied by them shall keep the same trimmed and in such condition so as not to interrupt a clear vision of both vehicles and foot traffic, or interfere with the wire, poles or fixtures maintained or owned by any department of the city, or permit the same to come in contact therewith or so obstruct or interfere with any lamp standard as to prevent the proper diffusion of light therefrom. Such owning or maintaining of trees or shrubs is declared to be a public nuisance. (Ord. 100 § 1, 1967).

8.04.020 Notice to trim or remove.

Whenever any such shade or ornamental trees or shrubs interrupt a clear vision of either vehicles or foot traffic or interfere with or come in contact with wires, poles or fixtures maintained or belonging to the city, the owner or occupant of the premises to which the same shall appertain may be notified in writing to trim or remove the same. Said notice shall be signed by the street superintendent of the city and such owner or occupant so notified shall within 10 days after the receipt

of such notice trim, prune or remove said trees and shrubs as required. Should the owner of such premises be unknown or a nonresident of Gig Harbor, or should personal service not be obtained upon the owner or occupant of such premises after reasonable diligence, such notice shall be posted in a conspicuous place upon said premises. (Ord. 100 § 2, 1967).

8.04.030 Council hearing – Order.

~~If the owner or occupant aforesaid fails, neglects or refuses to trim or remove any such shade or ornamental trees or shrubs within 10 days after the receipt or posting of such notice as provided in GHMC 8.04.020, further notice may be served or posted as provided in GHMC 8.04.020 requiring such owner or occupant to appear before the city council of the city in the council chamber upon a day stated to show cause, if any there be, why such trees or shrubs should not be pruned, trimmed or removed in accordance with such notice, and at which time such owner or occupant shall be entitled to be represented by counsel and introduce evidence supporting his position relative thereto and if the council shall find that such trees or shrubs should be pruned, trimmed or removed and are a public nuisance it shall make a finding to that effect in its minutes. The city council of the city may thereupon order the pruning, trimming or removal of such trees or shrubs and the abatement of such nuisance in such manner as may to the council seem proper and reasonable, and either by the owner or by the city. The provisions of this section shall not be considered an exclusive procedure, but may be exercised either separately or in conjunction with any other remedy or procedure authorized by any other ordinance, law or statute. (Ord. 100 § 3, 1967).~~

8.04.040 Nuisance abatement – Lien.

~~If the nuisance is not abated or removed by the property owner within the time fixed by the city council pursuant to GHMC 8.04.030, Pursuant to 8.04.20 the city's street superintendent may abate the same, and he shall render a bill covering the cost to the city of such abatement, including the street superintendent's expense, and mail the bill to the property owner. If the property owner fails or refuses to pay the bill immediately, or if no bill is rendered because he cannot be found, the city clerk, in the name of the city, may file a lien therefor against the property, which lien shall be in the same form, filed with the same officer, and within the same time and manner and enforced and foreclosed as is provided by law for liens for labor and material. (Ord. 100 § 5, 1967).~~

8.04.050 Allowing noxious plants, overgrown vegetation, uncut weeds, etc.— Nuisance.

The following are declared to be a nuisance:-The maintaining, using, placing, depositing, causing, allowing, leaving or permitting to be or remain in or upon any private lot, building, structure or premises:-Overgrown, uncultivated, unkempt, or potentially hazardous vegetation of any type, including but not limited to shrubs, brush, weeds, blackberry vines and grasses over one (1) foot in height or length, or any noxious or toxic weed in accordance and identified by the Pierce County

Weed Control Board, including vegetation which may harbor rodents or transient activity, or encroach onto adjoining public right of way.

Regulated or managed features such as, but not limited to, critical areas and public or private stormwater facilities are exempt from this section.

~~The maintaining, using, placing, depositing, causing, allowing, leaving or permitting to be or remain in or upon any private lot, building, structure or premises or in or upon any street, avenue, alley, park, parkway or other public or private place in the city of any one or more of the following places, conditions, things or acts to the prejudice, danger or annoyance of others: Poison oak, poison ivy, deadly nightshade, or any noxious or toxic weed or uncultivated plant (whether growing or otherwise), weeds, tall grass, uncultivated shrubs or growth higher than two feet, or grass clippings, cut brush, cut weeds. (Ord. 132 § 1, 1970).~~

~~8.04.060 — Nuisance abatement order.~~

~~When judgment shall be rendered against any person, firm or corporation finding them guilty of creating, keeping or maintaining a nuisance, as herein provided, it shall be the duty of the court before whom the conviction is had, in addition to imposing the penalty or penalties herein provided, to order the defendant or defendants in such action to forthwith abate and remove such nuisance, and if the same is not done by such offender within 24 hours the same shall be abated and removed under the direction of the chief of police of the city or any other officer authorized by the order of said court, which said order of abatement shall be entered upon the docket of said court and made a part of the judgment in said action. (Ord. 132 § 2, 1970).~~

~~8.04.070 — Liability for costs of abatement.~~

~~Any person, firm or corporation found guilty of keeping or maintaining a nuisance, as herein provided, shall be liable for all costs and expenses of abating the same when said nuisance has been abated by any officer of the city which said costs and expenses shall be taxed as part of the costs of said prosecution against the party liable, to be recovered as other costs are recovered; provided, that in such cases the city shall be liable in the first instance to pay the same, and in all cases where the chief of police or other officer shall abate any such nuisance he shall keep an account of all expenses attending such abatement and in addition to other powers herein given to collect such costs and expenses, the city may bring suit for the same in any court of competent jurisdiction against the person, firm or corporation creating, keeping or maintaining the nuisance so abated. (Ord. 132 § 3, 1970).~~

~~8.04.080 — Penalty for violation.~~

~~Violation of any portion of this chapter is an infraction and subject to a penalty of \$500.00 as provided in GHMC [1.16.010\(D\)](#). (Ord. 460 § 3, 1985; Ord. 184 § 2, 1974; Ord. 132 § 4, 1970; Ord. 100 § 4, 1967).~~

8.04.090 Enforcement.

- A. The administrator shall have the authority to enforce this chapter. The administrator may call upon the building, fire, planning and community development or other appropriate city departments to assist in enforcement.
- B. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public and not for the benefit of any particular person or class of persons.
- C. It is the intent of this chapter to place the obligation of complying with its requirements upon the person owning, leasing, renting, or occupying the property upon which a nuisance is located.
- D. If the administrator determines that a violation has occurred, the administrator shall use the enforcement process found in Chapter [2.60](#) GHMC.
- E. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action. (Ord. 1162 § 1, 2009).

Section 3. Chapter 8.10 of the Gig Harbor Municipal Code is amended as follows.

Chapter 8.10 PUBLIC NUISANCES

Sections:

- 8.10.010 Purpose and construction.**
- 8.10.020 Definitions.**
- 8.10.030 Duty to maintain real property.**
- 8.10.040 Prohibited conduct.**
- 8.10.050 Public nuisances declared.**
- 8.10.060 Abatement of public nuisance.**
- 8.10.070 Enforcement.**
- ~~**8.10.080 Investigation and notice of violation.**~~
- ~~**8.10.090 Time to comply.**~~
- ~~**8.10.100 Hearing.**~~
- ~~**8.10.110 Municipal court order.**~~
- ~~**8.10.120 Abatement – Costs.**~~
- ~~**8.10.130 Civil penalties.**~~
- 8.10.140 Additional relief.**
- ~~**8.10.150 Liens.**~~

8.10.010 Purpose and construction.

The purpose of this chapter is to define, regulate and provide for the abatement of public nuisances; reduce fire, safety and health hazards; preserve and enhance the attractiveness of the city's neighborhoods; and protect property values within the city. This chapter is an exercise of the police power and is necessary for the health, safety and welfare of the city and to preserve and protect the public peace. Therefore, the provisions of this chapter shall be liberally construed for the accomplishment of such purposes. This chapter shall

not apply to piers, docks, and net sheds along the shoreline. (Ord. 1162 § 1, 2009).

8.10.020 Definitions.

All terms used in this chapter shall have their common definition meaning. In addition to the common definition meaning, the terms used shall mean as follows:

“Abate” means to repair, replace, remove, destroy or otherwise remedy a condition that violates this chapter.

“Building materials” means lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing materials, cans of paint and similar materials.

“Dilapidated” means a building that is generally in a deteriorated condition and meets two or more of the following conditions:

1. Exterior wall(s) and/or siding having loose or rotting materials or showing holes or breaks.
2. One or more windows that are missing glass or are boarded.
3. Roof, stairs, porch, or building structure that is sagging, leaning, or in a state of collapse.
4. At least 25 percent of a roof with missing shingles (or other roofing materials).
5. Roof, wall, or any portion thereof with tarps, plastic sheeting, or other temporary materials intended to compensate for leakage; provided, that said materials are attached for more than six months.
6. Any building which is determined to be a dangerous building pursuant to the Uniform Code for the Abatement of Dangerous Buildings as adopted by reference in the Gig Harbor Municipal Code.

“Garbage” means waste food products, other organic waste products and packaging materials from food products.

“Junk” means discarded, broken or disabled items, including, but not limited to, furniture, appliances, toys, vehicle parts, building materials, tools, machinery parts or other items that are not in functioning condition.

“Person” means human beings of either sex as well as firms, partnerships, corporations, and all associations of human beings, whether acting by themselves or by a servant, agent or employee.

“Premises” means any building, lot, parcel, real estate, land or portion of land whether improved or unimproved, including adjacent sidewalks and parking strips.

“Public nuisance” means a thing, act, failure to act, occupation or use of property which (1) annoys, injures or endangers the comfort, repose, health or safety of the public; (2) unlawfully interferes with, obstructs, or renders dangerous for passage any stream, river, channel, public park, square, street, alley, highway or sidewalk; or (3) renders the public insecure in life or use of property. All of the conditions enumerated in GHMC 8.10.050 are “public nuisances.”

“Responsible party” means any person owning property, as shown on the real property records of Pierce County or on the last assessment roll for taxes, and

shall also mean any lessee, tenant or person having possession of the property. There may be more than one responsible party for a particular property. "Trash" includes, but is not limited to, used, discarded, torn or broken paper; plastic; glass; cardboard; packaging materials; small pieces of scrap metal; wire; pipe; stone; plaster; cement; office supplies; cosmetics; bottles; cans; jars; or boxes. (Ord. 1162 § 1, 2009).

8.10.030 Duty to maintain real property.

Any person owning, leasing, renting, occupying or in charge of any real property in the city, including vacant lots, has a duty to maintain the property free from junk, trash, and any other nuisance as defined in this chapter, in order that such property shall not endanger the safety, health or welfare of the general public. (Ord. 1162 § 1, 2009).

8.10.040 Prohibited conduct.

It is a violation of this chapter for any person to permit, create, maintain or allow upon any premises, any of the acts or things declared to be public nuisances herein. (Ord. 1162 § 1, 2009).

8.10.050 Public nuisances declared.

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, if such conditions are able to be viewed from the public right-of-way or adjacent public property:

- A. Any unfenced, uncovered, unguarded or abandoned pit, hole, excavation, well, septic tank, cesspool, or swimming pool into which a child or other person could fall. This paragraph does not pertain to residential and commercial decorative water features that are maintained and are in good working order.
- B. Attractive nuisances dangerous to children, including, but not limited to, abandoned, broken or neglected vehicles, boats, equipment and machinery; refrigerators, freezers or other insulated containers within which a child could suffocate; and abandoned, dilapidated or structurally unsound buildings.
- C. The existence or accumulation of any trash, litter or inorganic waste, including used, broken, torn or discarded paper, cardboard, plastic, rags, empty bottles, cans, glass, plaster, barrels, boxes, crates, packing cases, construction debris, styrofoam, hay, straw, packing materials, scrap metal, wire, pipe, crockery, and plaster not in covered and enclosed receptacles.
- D. The existence or accumulation of any junk, including broken, discarded, torn, or nonfunctional furniture, mattresses, bedding, appliances, toys, vehicle parts, or other articles of personal property.
- E. The existence or accumulation of building material, lumber, salvage materials, scrap iron, tin and other metal, wire, stone, cement or brick that are not associated with an active building permit, or are not neatly piled and screened from view from the public right-of-way or any adjacent public property.
- F. Any fence or structure which is sagging, leaning, fallen, or decayed, and is deemed a fire or safety hazard. Any building which is determined to be a

dangerous building pursuant to the Uniform Code for the Abatement of Dangerous Buildings as adopted by reference in the Gig Harbor Municipal Code. G. Any vacant building or accessory structure which is in a dilapidated condition. (Ord. 1162 § 1, 2009).

8.10.060 Abatement of public nuisance.

The responsible person or persons for any premises on which a nuisance as defined in GHMC 8.10.050 is found shall abate such nuisance by removal, trimming, demolition, rehabilitation or repair. (Ord. 1162 § 1, 2009).

8.10.070 Enforcement.

A. The enforcement officer shall have the authority to enforce this chapter. The enforcement officer may call upon the building, fire, planning and community development or other appropriate city departments to assist in enforcement.

B. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public and not for the benefit of any particular person or class of persons.

C. It is the intent of this chapter to place the obligation of complying with its requirements upon the person owning, leasing, renting, or occupying the property upon which a nuisance is located.

D. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action. (Ord. 1162 § 1, 2009).

E. If the administrator determines that a violation has occurred, the administrator shall use the enforcement process found in Chapter 2.60 GHMC.

~~8.10.080 Investigation and notice of violation.~~

~~A. *Investigation.* The enforcement officer shall investigate the premises which he/she reasonably believes does not comply with the standards and requirements of this chapter.~~

~~B. *Notice of Violation.* If, after investigation, the enforcement officer determines that the standards or requirements of this chapter have been violated, the enforcement officer shall serve a notice of violation upon the property owner, tenant, or other person responsible for the condition. The notice of violation shall contain the following information:~~

- ~~1. Name and address of the person(s) to whom the citation is issued;~~
- ~~2. The location of the subject property by address or other description sufficient for identification of the subject property;~~
- ~~3. A description of the public nuisance(s) present on the subject property;~~
- ~~4. A separate statement of each standard, code provision or requirement violated, and the reasons for which the city deems the condition of the property to constitute a public nuisance in violation of this chapter;~~
- ~~5. What corrective action, if any, is necessary to comply with the standards, code provisions or requirements;~~
- ~~6. A reasonable time for compliance;~~

7. ~~A statement that if the person(s) to whom the notice of violation is issued fails to complete the corrective action by the date required, the city or its designee shall abate the public nuisance and will assess all costs of administration and abatement against the owner of the property upon which the public nuisance is located or otherwise attempt to collect such costs against the tenant or person(s) responsible for the violation;~~
8. ~~A statement that the owner of the land on which the public nuisance is located may appear in person at the hearing and present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the public nuisance on the land, with his/her reasons for denial.~~
- C. ~~Service.~~ The notice shall be served on the property owner and the tenant or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the enforcement officer makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:
1. ~~Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and~~
 2. ~~Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address as shown on the official Pierce County assessor's parcel data, or if unknown, to the address of the property involved in the proceedings.~~
- D. ~~Posting.~~ A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.
- E. ~~Amendment.~~ A notice or order may be amended at any time in order to:
1. ~~Correct clerical errors; or~~
 2. ~~Cite additional authority for a stated violation.~~
- F. ~~Withdrawal.~~ The city may choose to withdraw a notice of violation at any time without prejudice to the city's ability to reissue it if a certificate of compliance has not been obtained for the specific violations. (Ord. 1162 § 1, 2009).

8.10.090 — Time to comply.

- A. ~~Determination of Time.~~ When calculating a reasonable time for compliance, the enforcement officer shall consider the following criteria:
1. ~~The type and degree of violation cited in the notice;~~
 2. ~~The stated intent, if any, of a responsible party to take steps to comply;~~
 3. ~~The procedural requirements for obtaining a permit to carry out corrective action;~~
 4. ~~The complexity of the corrective action, including seasonal considerations; and~~
 5. ~~Any other circumstances beyond the control of the responsible party.~~
- B. ~~A copy of the notice may be recorded against the property with the Pierce County auditor. The enforcement officer may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property. (Ord. 1162 § 1, 2009).~~

8.10.100 — Hearing.

A. ~~The property owner, tenant, or other person responsible for the violation may appeal the notice of violation by requesting such appeal of the notice, accompanied by the appropriate appeal fee, within 15 calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday, or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request, the enforcement officer shall forward the request to the municipal court judge.~~

B. ~~If a request for a hearing is received, a notice giving the time, location and date of the hearing shall be mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the county assessor records and to the tenant or other person responsible for the violation.~~

C. ~~The owner of the land on which the public nuisance is located may appear in person at the hearing or present a written statement for consideration, and deny responsibility for the presence of the nuisance, with the reasons for denial. If it is determined that the public nuisance was present on the property without the consent of the landowner and that the landowner has not acquiesced in its presence, then the cost of removal shall not be assessed against the landowner.~~

D. ~~At or after the appeal hearing, the municipal court judge may:~~

- ~~1. Sustain the notice of violation and require that the public nuisance be abated at the request of the enforcement officer after a date certain;~~
- ~~2. Withdraw the notice of violation;~~
- ~~3. Continue the review to a date certain for receipt of additional information;~~
- ~~4. Modify the notice of violation, which may include an extension of the compliance date, and/or determine that the owner of the property is not responsible for the costs of removal, pursuant to subsection C of this section. (Ord. 1162 § 1, 2009).~~

8.10.110 — Municipal court order.

A. ~~Unless mutually agreed to by the appellant and the court, the order of the court shall be served upon the person to whom it is directed, either personally or by mailing a copy of the order to such person at his/her last known address as determined by the enforcement officer within 15 calendar days following the conclusion of testimony and hearings and the closing of the record.~~

B. ~~Proof of service shall be made by a written declaration by the person effecting the service, declaring the time and date of service and the manner by which service was made.~~

C. ~~The municipal court, in affirming the enforcement officer's notice of violation and abatement, may assess administrative costs or costs related to the abatement of the public nuisance. The court may also order the refund of hearings fees to parties deemed not responsible for the violation.~~

D. ~~If it is determined at the hearing that the public nuisance was present on the property without the consent of the landowner and that he or she has not subsequently acquiesced in its presence, then the municipal court's order shall~~

~~not assess costs of administration or removal of the public nuisance against the property upon which the public nuisance is located or otherwise attempt to collect the cost from the landowner. (Ord. 1162 § 1, 2009).~~

8.10.120 — Abatement – Costs.

~~A. Commencing 45 calendar days after service of the notice of violation and abatement, if no appeal has been filed, or 15 calendar days after the issuance of an order from the municipal court resulting in authority to remove, the enforcement officer shall supervise the abatement of the public nuisance.~~

~~B. The city's costs related to abatement of the public nuisance may be collected from the property owner unless the public nuisance existed on the property without the property owner's consent or acquiescence. If the city's costs cannot be collected from the property owner, the city may collect those costs from the tenant or other person responsible for the violation. (Ord. 1162 § 1, 2009).~~

8.10.130 — Civil penalties.

~~A. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of this chapter shall be subject to a cumulative civil penalty in the amount of \$100.00 per day for each violation from the date set for compliance until compliance with the order is achieved.~~

~~B. The penalty imposed by this section shall be collected by civil action brought in the name of the city. The enforcement officer shall notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the enforcement officer, take appropriate action to collect the penalty. (Ord. 1162 § 1, 2009).~~

8.10.140 Additional relief.

The enforcement officer may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this chapter when civil penalties are inadequate to effect compliance. (Ord. 1162 § 1, 2009).

8.10.150 — Liens.

~~A. *Generally.* The city shall have a lien for any civil penalty imposed or for the cost of any abatement work done pursuant to this chapter, or both, against the real property on which the civil penalty was imposed or any of the abatement work was performed.~~

~~B. *Priority.* The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens, except for state and county taxes.~~

~~C. *Contents.* The claim of lien shall contain the following:~~

~~1. The authority for imposing a civil penalty or proceeding to abate the violation, or both;~~

~~2. A brief description of the civil penalty imposed or the abatement work done, or both, including the violations charged and the duration thereof,~~

~~including the time the work is commenced and completed and the name of the persons or organizations performing the work;~~

~~3. A legal description of the property to be charged with the lien;~~

~~4. The name of the known or reputed owner, and, if not known, the fact shall be alleged;~~

~~5. The amount, including lawful and reasonable costs, for which the lien is claimed; and~~

~~6. Signed verification by the director or his/her authorized representative, under penalty of perjury under the laws of the state of Washington, that the declarant believes the claim is just.~~

~~D. *Recording.* The director shall cause a claim for lien to be filed for record in the Pierce County auditor's office within 90 days from the date the civil penalty is due or within 90 days from the date of completion of the abatement work performed pursuant to this chapter.~~

~~E. *Duration.* A lien created under this chapter shall be valid until the amount of money specified in the lien is paid in full.~~

~~F. *Foreclosure.* A lien created under this chapter may be foreclosed and enforced by a civil action in a court having jurisdiction. All persons who have legally filed claims or liens against the same property prior to commencement of the action shall be joined as parties, either as plaintiff or defendant. Dismissal of an action to foreclose a lien at the instance of a plaintiff shall not prejudice another party to the suit who claims a lien. (Ord. 1162 § 1, 2009).~~

Section 4. Chapter 12.17 of the Gig Harbor Municipal Code is amended as follows.

Chapter 12.17 ENFORCEMENT

Sections:

12.17.002	Violations.
12.17.004	Enforcement. <u>Compliance</u>
12.17.006	Investigation and notice of violation.
12.17.008	Time to comply.
12.17.010	Stop work order.
12.17.012	Emergency order.
12.17.014	Criminal penalties.
12.17.016	Additional relief.

12.17.002 Violations.

A. It is a violation of GHMC Titles [12](#), [13](#) and/or [14](#) for any person to initiate, maintain or cause to be initiated or maintained the use of any structure, land or property within the city of Gig Harbor without first obtaining the permits or authorizations required for the use by the aforementioned codes.

B. It is a violation of GHMC Titles [12](#), [13](#) and/or [14](#) for any person to use, construct, locate, demolish or cause to be used, constructed, located, or

demolished any structure, land or property within the city of Gig Harbor in any manner that is not permitted by the terms of any permit or authorization issued pursuant to the aforementioned codes; provided, that the terms or conditions are explicitly stated on the permit or the approved plans.

- C. In addition to the above, it is a violation of GHMC Titles 12, 13 and/or 14 to:
1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with the aforementioned codes;
 2. Misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization;
 3. Fail to comply with any of the requirements of or violate any of the provisions of GHMC Titles 12, 13 and/or 14. (Ord. 870 § 1, 2001).

12.17.004 Compliance

A. The public works director has the authority to enforce this chapter and GHMC Titles 12, 13 and/or 14. The public works director may call upon the police, fire, building, planning or other appropriate city departments to assist in enforcement. As used in this chapter, "public works director" shall also mean his or her duly authorized representative.

B. Upon presentation of proper credentials, the public works director or designee may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter at reasonable times any building, facility, street, premises or right-of-way subject to the consent or warrant, in order to perform the duties imposed by GHMC Titles 12, 13 and/or 14.

C. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

D. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of GHMC Titles 12, 13 and/or 14.

E. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action. (Ord. 870 § 1, 2001).

12.17.006 Compliance Process.

A. *Investigation.* The public works director shall investigate any structure, activity, facility, street or use which the public works director reasonably believes does not comply with the standards and requirements of GHMC Titles 12, 13 and/or 14.

B. *Voluntary Compliance.* If, after investigation, the public works director or designee determines that the standards or requirements of this title have been violated, the public works director or designee may pursue a reasonable attempt to secure voluntary compliance by contacting the owner or other person

responsible for any violation of this code, explaining the violation, and requesting compliance. This contact may be in person or in writing or both.

C. *Code Compliance*: If the public works director or designee has a reasonable belief based on evidence that a violation of any of the codes exists, and the stop work order and/or voluntary compliance measures either have already been sought and have been unsuccessful or are determined not to be appropriate for the circumstances, the public works director may seek compliance through the code compliance process as outlined in Chapter 2.60 GHMC.

F. *Optional Notice to Others*. The public works director may mail, or cause to be delivered to all residential and/or nonresidential rental units in the structure or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.

G. *Amendment*. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation. (Ord. 870 § 1, 2001).

12.17.010 Stop work order.

Whenever a continuing violation of this code will materially impair the public works director's ability to secure compliance with this code, or when the continuing violation threatens the health or safety of the public or damage to public property, the public works director may issue a stop work order specifying the violation and prohibiting any work or other activity at the site. A failure to comply with a stop work order shall constitute a violation of this chapter. (Ord. 870 § 1, 2001).

A. The administrator shall have the authority to issue a stop work order whenever any activity, work or development is being done in violation of any of the land use codes, or without a permit, review or authorization required by the land use codes, or contrary to any permit, required review, or authorization that may result in violation of the land use codes. The Stop Work Order shall be posted and contain the information pursuant to GHMC 2.60.040.

1. The street address or a description of the building, structure, premises, or land where the violation has occurred, in terms reasonably sufficient to identify its location;
2. A description of the potential violation and a reference to the provisions of the code that may have been violated;
3. A description of the action required to remedy the potential violation, including but not limited to corrections, repairs, demolition, removal, restoration, time period to comply, after which a notice of violation may be issued, or any other appropriate action as determined by the administrator;
4. The appropriate department and/or division investigating the case and the contact person.

B. With the exception of emergency work determined by the administrator to be necessary to prevent immediate threats to the public health, safety and welfare or stabilize a site or prevent further property or environmental damage, it is

unlawful for any work to be done after the posting or service of a stop work order until authorization to proceed is provided by the administrator.

C. Proof of posting shall be made by a written declaration under penalty of perjury executed by the person effecting the posting, declaring the time and date of posting, and the manner by which the posting was made. (Ord. 1226 § 1, 2011).

12.17.012 Emergency order.

Whenever any use or activity in violation of GHMC Titles 12, 13 and/or 14 threatens the health and safety of the occupants of the premises or any member of the public or damage to public property, the public works director may issue an emergency order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety or public property be corrected. The emergency order shall specify the time for compliance and shall be posted in a conspicuous place on the property, if posting is physically possible. A failure to comply with an emergency order shall constitute a violation of this chapter.

Any condition described in the emergency order which is not corrected within the time specified is hereby declared to be a public nuisance and the public works director is authorized to abate such nuisance summarily by such means as may be available. The cost of such abatement shall be recovered from the owner or person responsible or both in the manner provided by law. (Ord. 870 § 1, 2001).

12.17.014 Criminal penalties.

A. Any person violating or failing to comply with any of the provisions of GHMC Titles 12, 13 and/or 14 and who has had a judgment entered against him or her pursuant to GHMC 12.17.016 or its predecessors within the past five years shall be subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding \$5,000 or be imprisoned for a term not exceeding one year or be both fined and imprisoned. Each day of noncompliance with any of the provisions of GHMC Titles 12, 13 and/or 14 shall constitute a separate offense.

B. The above criminal penalty may also be imposed:

1. For any other violation of GHMC Titles 12, 13 and/or 14 for which corrective action is not possible; and
2. For any willful, intentional, or bad faith failure or refusal to comply with the standards or requirements of GHMC Titles 12, 13 and/or 14. (Ord. 870 § 1, 2001).

12.17.016 Additional relief.

The public works director may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of GHMC Titles 12, 13 and/or 14 when civil or criminal penalties are inadequate to effect compliance. (Ord. 870 § 1, 2001).

Section 5. Chapter 15.24 of the Gig Harbor Municipal Code is amended as follows.

**Chapter 15.24
ENFORCEMENT**

Sections

15.24.010	Violations.
15.24.020	Enforcement.
15.24.030	Investigation and notice of violation. Code Compliance
15.24.040	Time to comply.
15.24.050	Stop work order.
15.24.060	Emergency order.
15.24.070	No administrative appeal of notices of violation.
15.24.080	Penalties.
15.24.090	Additional relief.

15.24.010 Violations.

- A. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by any code adopted in this title, or cause same to be done, in conflict with or in violation of any of the provisions of this code.
- B. *Additional Violations.* In addition to the above, it is a violation of this title to:
1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with this chapter;
 2. Misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization;
 3. Fail to comply with any of the requirements of this title, including any requirement of the city's codes and state codes adopted by reference herein. (Ord. 983 § 21, 2005).
 4. Expired permits shall constitute a violation subject to the enforcement provisions of Section 15.24.020 and Title 2.

15.24.020 Enforcement.

- A. The building official/fire marshal shall have the ability to enforce this chapter. The building official/fire marshal may call upon the police, fire, planning and community development or other appropriate city departments to assist in enforcement. As used in this chapter, "building official/fire marshal" shall also mean his or her duly authorized representative.
- B. Upon presentation of proper credentials, the building official/fire marshal may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter at reasonable times any building or premises subject to the consent or warrant, in order to perform the duties imposed by this title.

- C. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.
- D. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of this title.
- E. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action. (Ord. 983 § 21, 2005).

15.24.030 ~~Investigation and notice of violation.~~ Compliance Process

A. *Investigation.* The building official/fire marshal shall investigate any structure or use which the building official/fire marshal reasonably believes does not comply with the standards and requirements of this title.

B. *~~Notice of Violation.~~ Voluntary Compliance* If, after investigation, the building official/fire marshal determines that the standards or requirements of this title have been violated, the building official/fire marshal shall ~~serve a notice of violation upon the owner, tenant or other person responsible for the condition.~~ The notice of violation shall contain the following information:

- ~~1. A separate statement of each standard, code provision or requirement violated;~~
- ~~2. What corrective action, if any, is necessary to comply with the standards, code provision or requirements;~~
- ~~3. A reasonable time for compliance;~~
- ~~4. A statement that if the violation is not already subject to criminal prosecution, any subsequent violations may result in criminal prosecution as provided in GHMC 15.24.080.~~

or designee may pursue a reasonable attempt to secure voluntary compliance by contacting the owner or other person responsible for any violation of this code, explaining the violation, and requesting compliance. This contact may be in person or in writing or both.

C. ~~*Service.* The notice shall be served on the owner, tenant or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the building official/fire marshal makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:~~

- ~~1. Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and~~
- ~~2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address as shown on the official Pierce County assessor's parcel data, or if unknown, to the address of the property involved in the proceedings.~~

D. ~~*Posting.* A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.~~

~~E. *Other Actions May Be Taken.* Nothing in this section shall be deemed to limit or preclude any action or proceeding pursuant to GHMC 15.24.010, 15.24.020, 15.24.080 or 15.24.090.~~

~~F. *Optional Notice to Others.* The building official/fire marshal may mail, or cause to be delivered, to all residential and/or nonresidential rental units in the structure or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.~~

~~G. *Amendment.* A notice or order may be amended at any time in order to:~~

- ~~1. Correct clerical errors; or~~
- ~~2. Cite additional authority for a stated violation.~~

~~H. *Withdrawal.* The city may choose to withdraw a notice of violation at any time, without prejudice to the city's ability to reissue it, if a certificate of compliance has not been obtained for the specific violations. (Ord. 983 § 21, 2005).~~

C. *Notice of Violation.* If the building official / fire marshal or designee has a reasonable belief based on evidence that a violation of any of the building codes exists, and the stop work order and/or voluntary compliance measures either have already been sought and have been unsuccessful, or are determined not to be appropriate for the circumstances, the building official/ fire marshal may seek a compliance through the Code Compliance process as outlined in GHMC 2.60.

15.24.040 — Time to comply.

~~A. *Determination of Time.* When calculating a reasonable time for compliance, the building official shall consider the following criteria:~~

- ~~1. The type and degree of violation cited in the notice;~~
- ~~2. The stated intent, if any, of a responsible party to take steps to comply;~~
- ~~3. The procedural requirements for obtaining a permit to carry out corrective action;~~
- ~~4. The complexity of the corrective action, including seasonal considerations, construction requirements and the legal prerogatives of landlords and tenants; and~~
- ~~5. Any other circumstances beyond the control of the responsible party.~~

~~B. A copy of the notice shall be filed with the Pierce County auditor. The building official/fire marshal may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property. (Ord. 983 § 21, 2005).~~

15.24.050 Stop work order.

Whenever a continuing violation of this code will materially impair the building official/fire marshal's ability to secure compliance with this code, or when the continuing violation threatens the health or safety of the public, the building official/fire marshal may issue a stop work order specifying the violation and prohibiting any work or other activity at the site. A failure to comply with a stop work order shall constitute a violation of this chapter. The Stop Work Order shall

be posted and contain the information-pursuant to GHMC 2.60.040. (Ord. 983 § 21, 2005).

15.24.060 Emergency order.

Whenever any use or activity in violation of this title threatens the health and safety of the occupants of the premises or any member of the public, the building official/fire marshal may issue an emergency order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The emergency order shall specify the time for compliance and shall be posted in a conspicuous place on the property, if posting is physically possible. A failure to comply with an emergency order shall constitute a violation of this chapter. Any condition described in the emergency order which is not corrected within the time specified is hereby declared to be a public nuisance and the building official/fire marshal is authorized to abate such nuisance summarily by such means as may be available. The cost of such abatement shall be recovered from the owner or person responsible or both in the manner provided by law. (Ord. 983 § 21, 2005).

15.24.070 No administrative appeal of notices of violation.

There is no administrative appeal of a notice of violation issued pursuant to this chapter. (Ord. 983 § 21, 2005).

A. Criminal Penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person, firm or corporation who violates any provision of this title shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine of up to \$5,000 and/or imprisonment for a period of up to one year, or both such fine and imprisonment (as provided in RCW 35A.11.020).

B. Criminal Penalties for Violations of the IMC, IFGC, UPC and IFC. Any person, firm or corporation who violates any provision of the International Mechanical Code, International Fuel Gas Code, the Uniform Plumbing Code and the International Fire Code, as adopted in this title, is subject to the criminal penalties as set forth in subsection A of this section. (Ord. 983 § 21, 2005).

15.24.080 Penalties.

~~A. Civil Penalty.~~

~~1. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of this title shall be subject to a cumulative civil penalty in the amount of \$50.00 per day for each violation from the date set for compliance until compliance with the order is achieved.~~

~~2. The penalty imposed by this section shall be collected by civil action brought in the name of the city. The building official/fire marshal shall notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the building official/fire marshal, take appropriate action to collect the penalty.~~

~~3. The violator may show as full or partial mitigation of liability:~~

- a. ~~That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or~~
- b. ~~That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or labor, inability to gain access to the subject structure, or other condition or circumstance beyond the control of the defendant.~~

~~B. *Criminal Penalty.* In addition to or as an alternative to any other penalty provided in this chapter or by law, any person, firm or corporation who violates any provision of this title shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine of up to \$5,000 and/or imprisonment for a period of up to one year, or both such fine and imprisonment (as provided in RCW 35A.11.020).~~

~~C. *Criminal Penalties for Violations of the IMC, IFGC, UPC and IFC.* Any person, firm or corporation who violates any provision of the International Mechanical Code, International Fuel Gas Code, the Uniform Plumbing Code and the International Fire Code, as adopted in this title, is subject to the criminal penalties as set forth in subsection B of this section. (Ord. 983 § 21, 2005).~~

15.24.090 Additional relief.

The building official/fire marshal may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this title when criminal penalties are inadequate to effect compliance. (Ord. 983 § 21, 2005).

In addition to any other sanction or remedial procedure the administrator may record a Certificate of Noncompliance on the parcel upon which the violation is located. Once the violation has been remedied, the administrator shall record a Certificate of Compliance. The property owner shall pay the cost of recording the Certificates of Noncompliance and Compliance. Prior to recording a Certificate of Noncompliance, the administrator shall provide written notice of intent to record to the property owner. Notice shall be delivered as set forth in GHMC 2.60.060(C).

Section 6. Chapter 18.10.050 of the Gig Harbor Municipal code is amended as follows:

18.10.050 General provisions.

A. *Lands to Which This Chapter Applies.* This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city of Gig Harbor. GHMC 18.10.100 also applies to areas that include riparian buffer zone within the jurisdiction of the city of Gig Harbor.

B. *Basis for Establishing the Areas of Special Flood Hazard.* The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Pierce County, and Incorporated Areas," dated March 7, 2017, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM) dated March 7,

2017, and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. The flood insurance study and the FIRM are on file at the Gig Harbor Civic Center, 3510 Grandview St., Gig Harbor, WA 98335. The best available information for flood hazard area identification as outlined in GHMC 18.10.060 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under GHMC 18.10.060.

C. *Penalties for Noncompliance.* No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violations of the provisions of this chapter for failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall be enforced according to the procedures in Chapter 17.07 GHMC 2.60 GHMC.

D. *Abrogation and Greater Restrictions.* This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

E. *Interpretation.* In the interpretation and application of this chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

F. *Warning and Disclaimer of Liability.* The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder. (Ord. 1356 § 1, 2017; Ord. 1264 § 1, 2013; Ord. 1259 § 3, 2013; Ord. 1074 § 2, 2007).

Section 7. Section 19.16 of the Gig Harbor Municipal Code is hereby repealed.

Section 8. Severability. If any section, sentence, clause, or phrase of this ordinance shall 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 9. Correction of Errors. The city clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited

to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 10. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 25th day of March, 2024.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend: <https://www.gigharborwa.gov/811/Agendas-Minutes>

Day	Date	Time	Group	Agenda Items
M	Mar. 11	5:30pm	City Council	See Agenda
W	Mar. 13	10:00am	Arts Commission	CANCELLED
TH	Mar. 14	12:00pm	Lodging Tax Advisory Committee	
TH	Mar. 14	3:00pm	City Council Study Session	CANCELLED
TH	Mar. 14	5:30pm	Design Review Board	CANCELLED
W	Mar. 20	10:00am	Arts Commission Special Meeting	• 2024 Creative Endeavor Grant Application Review and Funding Recommendation
M	Mar. 25	5:30pm	City Council	Consent: • Amendments to the Harbor Hill Storm and Sewer Maintenance Agreements • Ordinance XXXX Amending the 2023-34 Budget Business Items: • Public Hearing: 2024 Comprehensive Plan Amendments Docket • First Reading of Ordinance XXXX Adopting Complete Streets Program • First Reading of Ordinance XXXX Adopting Public EV Charging Station Rules • Second Reading and Adoption of Ordinance XXXX Establishing Code Compliance Procedures • Professional Services Contract Amendment with Transportation Solutions Inc (TSI) for Misc Transportation Services • Resolution XXXX Expressing Support for Gig Harbor Proposition 1 on the August 6 Primary Election • Appointment of “For” and “Against” Committee Members for Gig Harbor Proposition 1 on the August 6 Primary Election Executive Session: To Discuss Pending Litigation per RCW 42.30.110(1)(i)
TH	Mar. 21	5:30pm	Planning Commission	
TH	Mar. 28	3:00pm	City Council Study Session	• Well #9 Location Options • Lift Station 5 Feasibility Study • ADU Discussion • Park District Discussion • Council Guidelines & Procedures Updates
TH	Mar. 28	5:30pm	Design Review Board	
W	Apr. 3	5:30pm	Parks Commission	• Downtown Placemaking Project • Pavers at Old Ferry Landing Park • Parks Appreciation Day Planning

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend: <https://www.gigharborwa.gov/811/Agendas-Minutes>

Day	Date	Time	Group	Agenda Items
M	Apr. 8	5:30pm	City Council	Business Items: • Second Reading and Adoption of Ordinance XXXX Adopting Complete Streets Program • Resolution XXXX EV Charging Station Setting Public Fee Rates • Second Reading of Ordinance XXXX Adopting Public EV Charging Station Rules • Public Works Construction Contract Award for Sports Complex Phase 1B • Professional Services Contract for Cushman Trail Connection to Harborview Drive
TH	Apr. 11	3:00pm	City Council Study Session	• GHCKRT Use of Skansie Park • Public Dock Code Revision Ordinance and Resolution • Special Event Code Updates • Conservation Property Management Plans
M	Apr. 22	5:30pm	City Council	Presentation: Downtown Waterfront Alliance Annual Report Business Items: • First Reading of Ordinance XXXX Adopting Public Dock Code Revision Establishing Utility Fees • Resolution XXXX Public Dock Code Revision Setting Fee Rates
	TBD		Salary Commission	Review of Mayor and Councilmember Salaries
TH	Apr. 25	3:00pm	City Council Study Session	•
M	May 13	5:30pm	City Council	Consent: • Public Works Construction Contract Award for Burnham Drive Half-Width Improvement Phase 1a • Public Works Construction Contract Award for Wollochet/Wagner Intersection Improvements Business Items: • Second Reading of Ordinance XXXX Adopting Public Dock Code Revision Establishing Utility Fees
TH	May 16	3:00pm	City Council Study Session	PW Standards Update 2025-2030 TIP Update
TU	May 28	5:30pm	City Council	
M	June 10	5:30pm	City Council	Presentation: Pierce County Library Update
TH	July	3:00 pm	City Council Study Session	Aquifer Level Review at City Wells and PFAS Testing

City of Gig Harbor Two-Year Strategic Plan 2023-2024

Adopted by Resolution 1280 on June 12, 2023

Vision Statement: *The City of Gig Harbor leads the way in livability, environmental stewardship, economic vitality, and municipal services.*

Priorities	Goals	Actions – Routine/Annual	Actions - Project
Foster a healthy city organization	- Be an exceptional employer - Retain existing workforce - Attract qualified applicants - Ensure safe work environment - Encourage staff training - Encourage and obtain employee feedback - Fill all vacancies in a timely manner	- Re-qualify for AWC Well City designation - Conduct annual employee satisfaction survey	- Develop a staff retention and attraction program - Review and update the city's DEI program - Update personnel policies manual - Update safety manual and accident prevention program - Revise employee evaluation process - Develop management training for all new supervisors - Update job descriptions and conduct salary & benefits study
Ensure sustainable future for public services and facilities	- Provide more effective municipal services - Increase city communication effectiveness - Listen to community needs and expectations - Source funding for parks, streets/transportation, and utilities - Ensure infrastructure to support community needs	- Update utility rates as needed - Continually improve permit and land use approval processes - Increase resources for capital projects - Review/amend TIP to improve motorized and non-motorized transportation	- Create a city-wide communications plan - Update public works standards - Conduct HOA fair - Implement hybrid court system/electronic case management - Parks division organizational assessment - Complete construction of Public Works Operations Center - Place parks bond on ballot
Maintain small town character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Decrease distance to get to a park or open space - Enhance walkability and pedestrian/cyclist safety	- Annually docket specific priorities in the comprehensive plan - Fund Harbor History Museum operations - Monitor state legislative activity - Support the arts commission - Develop sister city program - Fund creative endeavor grants - Monitor short-term rentals	- Prepare 2044 Comprehensive Plan periodic update - Complete annexation study - Develop housing needs and action plan - Create historic preservation commission - Review businesses and off-street parking requirements - Develop 4th of July event - Establish process and procedure for code compliance program - Establish park standards
Promote environmental sustainability and preserve Gig Harbor's natural beauty	- Address climate change - Preserve tree canopy - Preserve and enhance natural character - Add undeveloped land to parks inventory	- Annually review climate & sustainability action plan (once developed) - Consider possible conservation properties and/or mitigation areas and activities	- Adopt climate & sustainability action plan - Form climate action committee - Adopt urban forest management plan/tree retention policies - Develop recycling program in city parks - Install Civic Center electric vehicle charging station - Annex parcels in city's parks system - Update stormwater manual - Assess gaps in public charging stations for electric vehicles
Promote and enhance a dynamic and robust economy	- Develop a plan to increase promotion of our local business community - Increase vitality of the city's small businesses - Attract larger business to industrial zone - Maintain and enhance commercial fishing	- Support Downtown Waterfront Alliance - Support Chamber of Commerce - Fund tourism with lodging tax grants - Promote downtown businesses/events - Collaborate with Pierce Transit for trolley	- Design and construct fishermen's home port - Create a business retention and attraction plan - Evaluate and amend development regulations and fees - Develop and implement a small business fair - Develop holiday display attractions
Provide a safe, healthy, and inclusive community	- Foster safe, livable and attractive community - Ensure city services are available to all residents - Implement DEI in city personnel practices	Provide funding for senior programming	- Develop housing, health, & human services coordinator position - Provide funding for senior center permanent home - Develop a plan to support youth and teen activities - Obtain police department accreditation - Update emergency management plan