

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, November 28, 2022 – 5:30 p.m.
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 to make public comment.

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 sx̌wəbabč band of the Puyallup Tribe of Indians, but also on the site of one of the largest and longest standing historic villages of the people, the original inhabitants of the Gig Harbor area.

CHANGES TO THE AGENDA

CONSENT AGENDA

1. City Council Minutes

Documents:

[City Council Minutes - November 14, 2022.pdf](#)
[City Council Study Session Minutes - November 17, 2022.pdf](#)

2. Boating Safety Federal Assistance Grant

Documents:

[AGENDA BILL Federal Boating Safety Grant.pdf](#)

3. Second Reading of Ordinance 1503 Relating to Utility Rates for the City's Water, Wastewater, and Stormwater Utilities

Documents:

[AGENDA BILL Ordinance 1503.pdf](#)

4. Purchase Authorization for Civic Center Building Access & Control System

Documents:

5. Memorandums of Understanding (MOUs) with Unions for Retention Pay Program (2022-2023)

Documents:

[AGENDA BILL Union MOUs.pdf](#)

6. Grant Deed of Conservation Easement to Great Peninsula Conservancy

Documents:

[AGENDA BILL Conservation Easement .pdf](#)

7. Gig Harbor Sports Complex 1B RCO LWCF Grant Funding Agreement

Documents:

[AGENDA BILL RCO Grant Offer.pdf](#)

8. Renewal of State Lobbying Services Contract with Gordon Thomas Honeywell

Documents:

[AGENDA BILL Agreement for Lobbyist Services.pdf](#)

9. Approval of Vouchers

Check numbers 99222 through 99332 and ACH payments in the amount of \$633,451.92.

PRESENTATIONS

1. Proclamation Recognizing the 100th Anniversary of United Way of Pierce County

Presented to Dona Ponepinto, President and CEO of United Way of Pierce County

Documents:

[United Way of Pierce County 100th Anniversary Proclamation.pdf](#)

2. Proclamation Declaring Gig Harbor a Purple Heart City

Presented to Joe Wright, Gig Harbor VFW Post 1854 Commander

Documents:

[Declaring Gig Harbor a Purple Heart City.pdf](#)

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

PUBLIC COMMENT ON NON-AGENDA ITEMS

OLD BUSINESS

1. Public Hearing and Second Reading of Ordinance 1502 Adopting the 2023-2024 Biennial Budget

Suggested Motion: Move to approve Ordinance 1502.

- a) Report: Finance Director Dave Rodenbach
- b) Clarifying questions from Council
- c) Public hearing
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1502.pdf](#)

2. Second Reading of Ordinance 1504 Amending the 2022 Budget for the Park Development Fund

Suggested Motion: Move to approve Ordinance 1504.

- a) Report: Finance Director Dave Rodenbach
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1504.pdf](#)

3. Second Reading of Ordinance 1501 Adopting the 2022 Comprehensive Plan Amendments

Suggested Motion: Move to approve Ordinance 1501.

- a) Report: Community Development Director Carl de Simas
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1501.pdf](#)

NEW BUSINESS

1. First Reading of Ordinance 1505 Providing for the Issuance and Sale of a Limited Tax General Obligation Bond

Suggested Motion: None.

- a) Report: Finance Director Dave Rodenbach

- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Ordinance 1505.pdf](#)

2. Resolution 1262 Adopting the City's 2023 State Legislative Agenda

Suggested Motion: Move to approve Resolution 1262

- a) Report: City Administrator Katrina Knutson
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL Resolution 1262.pdf](#)

3. Professional Services Contract with Parametrix for North Creek Culvert Removal Grant Support

Suggested Motion: Move to authorize the Mayor to execute a Professional Services Contract with Parametrix, Inc., to support the development of a federal grant application for the City's North Creek Culvert Replacement Project in an amount not to exceed \$31,378.63.

- a) Report: Public Works Director Jeff Langhelm
- b) Clarifying questions from Council
- c) Public comment
- d) Council deliberation and action

Documents:

[AGENDA BILL North Creek Culvert Removal Grant Support.pdf](#)

COUNCIL REPORTS / COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

Documents:

[Upcoming City Meetings.pdf](#)
[City of Gig Harbor Two-Year Strategic Plan 2022-2023.pdf](#)

EXECUTIVE SESSION

To discuss potential 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. When there are 30 seconds remaining, a yellow light will alert you to summarize your comments. At the end of your comments, the light will turn red and you will hear a beep signifying the end of your comment period. 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 comment, written comments may be submitted to the City Clerk at cityclerk@gigharborwa.gov at least 4 hours in advance of the meeting start time. Written comments must include the words "FOR PUBLIC COMMENT" in the subject line of the email and must be able to be read within the 3-minute time limit. Persons submitting written comments must include their name and address with their comments. All written comments submitted in this manner will be included in the online packet for the meeting and will be forwarded to the Mayor and councilmembers for their review. Written comments will be read aloud during the meeting upon the request of the commenter.

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 a public meeting, 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 FOR GIG HARBOR CITY COUNCIL MEETING
Monday, November 14, 2022 – 5:30 p.m.
Council Chambers

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

CHANGES TO THE AGENDA: Mayor Markley announced that New Business 9 was moved to New Business 1.

CONSENT AGENDA:

1. City Council Minutes: City Council Study Session Minutes - October 17, 2022; City Council Study Session Minutes - October 18, 2022; City Council Minutes - October 24, 2022; City Council Study Session Minutes - October 27, 2022; City Council Study Session Minutes - November 3, 2022.pdf
2. Approval of Payroll for the Month of October: Check numbers 8373 through 8374 and direct deposit transactions in the total amount of \$497,557.53.
3. Approval of Vouchers: Check numbers 99097 through 99221 and ACH payments in the amount of \$385,004.65.

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

VOTE: Unanimously approved

PRESENTATIONS: Pierce County Watershed Planner Jeff Barney and Paul Weyn, Owner of NW Mobile Pump Out & Environmental Services, presented on the South Sound Mobile Pumpout Program.

MAYOR'S REPORT: Mayor Markley reported on the purchase of Phase 2 of the North Creek conservation properties, the upcoming November 16 Sports Complex Open House and the tree lighting ceremony on December 3.

CITY ADMINISTRATOR'S REPORT: City Administrator Katrina Knutson reported on the hiring of Parks Manager Jennifer Haro and the promotion of Carl de Simas to Community Development Director.

PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

NEW BUSINESS:

1. **Professional Services Contract with HBB Landscape Architects for the Crescent Creek Park Master Plan** - Public Works Director Jeff Langhelm introduced the agreement and recommended that Council approve the agreement with the optional addition of track 11.

MOTION: Move to approve and authorize the Mayor to execute Professional Services Contract Amendment #2 with BCRA to include optional track 11 (Barber/Woock).

VOTE: Unanimously approved.

2. **Public Hearing on General Fund 2023 Budget Revenue Sources** - Finance Director Dave Rodenbach presented the 2023 revenue sources for the General Fund. The Mayor opened the Public Hearing. There were no public comments and the Mayor closed the Public Hearing.

3. **Resolution 1260 Certifying the 2023 Regular Ad Valorem Tax Levy upon Real Property and Resolution 1261 Levying Excess Property Taxes in the Amount of \$310,000 for the City of Gig Harbor for the Fiscal Year Beginning January 1, 2023** - Finance Director Dave Rodenbach presented the two resolutions which set the 2023 property tax levies.

MOTION: Move to approve Resolution 1260 (Woock/Storset).

VOTE: Unanimously approved.

MOTION: Move to approve Resolution 1261 (Woock/Storset).

VOTE: Unanimously approved.

4. **Public Hearing and First Reading of Ordinance 1502 Adopting the 2023-2024 Biennial Budget** – Finance Director Dave Rodenbach presented the 2023-24 City Budget.

Christine Hewitson, Michael Perrow, Rich Lentz and John Shane commented on the need for funding for lit turf fields.

5. **First Reading of Ordinance 1504 Amending the 2022 Budget for the Park Development Fund** – Finance Director Dave Rodenbach presented a 2022 Budget amendment to provide funding for conservation property acquisition.

The City Council entered into recess at 6:48 p.m. The City Council reconvened at 6:57 p.m.

6. **Professional Services Contract Amendment No. 1 with Parametrix for Prentice Avenue/Fennimore Street Half-Width Roadway Improvements** - Public Works Director Jeff Langhelm introduced the amendment.

MOTION: Move to approve and authorize the Mayor to execute Amendment No. 1 to the Professional Services Contract with Parametrix, Inc. in an amount not to exceed \$131,685.21 (Henderson/Lykins).

VOTE: Unanimously approved.

- 7. Professional Services Contract Amendment #2 for Gig Harbor Sports Complex Phase 1B** - Public Works Director Jeff Langhelm introduced the amendment.

MOTION: Move to approve and authorize the Mayor to execute Professional Services Contract Amendment #2 with BCRA (Woock/Henderson).

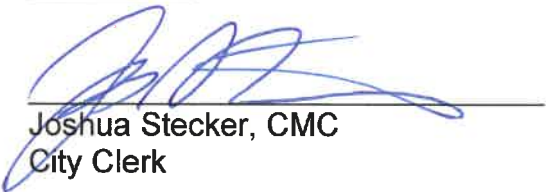
VOTE: Unanimously approved.

- 8. First Reading of Ordinance 1503 Relating to Utility Rates for the City's Water, Wastewater, and Stormwater Utilities** - Public Works Director Jeff Langhelm introduced the ordinance which will adjust utility rates by 5% as discussed in a prior study session.

- 9. First Reading of Ordinance 1501 Adopting the 2022 Comprehensive Plan Amendments** – Community Development Director Carl de Simas introduced the ordinance which adopts the Comprehensive Plan amendments as recommended by the Planning Commission.

COUNCIL REPORTS / COMMENTS: Councilmember Denson reported on Chumfest. Councilmember Woock thanked staff, including Building Official Paul Rice and City Engineer Aaron Hulst.

ADJOURN: The meeting adjourned at 7:17 p.m.



Joshua Stecker, CMC
City Clerk

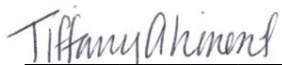
MINUTES FOR GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, November 17, 2022 – 3:00 p.m.
Community Rooms or Virtual Link

CALL TO ORDER / ROLL CALL: Mayor Markley called the meeting to order at 3:02 p.m. Councilmembers Denson, Henderson, Storset, and Woock were present. Councilmember Lykins arrived late and Councilmembers Barber and Rodenberg were excused.

DISCUSSION ITEMS:

- 1. 2023 Legislative Agenda Discussion** – Josh Weiss of Gordon Thomas Honeywell reviewed the proposed draft legislative agenda, asked for Council feedback, and addressed questions and concerns.
- 2. Housing Needs Assessment Presentation** – Madalina Calen, Senior Economist with Community Attributes, provided Council with a PowerPoint presentation on the city's ongoing Housing Needs Assessment and addressed Council questions. Also present were Community Development Director Carl de Simas and Senior Planner Robin Bolster-Grant.
- 3. North Creek Culvert Replacement Alternatives Discussion** – Public Works Director Jeff Langhelm and Steve Saville of Parametrix reviewed the available options and asked for feedback and general direction from Council. Council was supportive of the bridge option.
- 4. Civic Center HVAC Alternatives Discussion** – Public Works Director Jeff Langhelm and staff from MacDonald-Miller reviewed the available options for the Civic Center HVAC system replacement and asked for general Council direction. Council was supportive of System A.

ADJOURN: The meeting adjourned at 5:03 p.m.



Tiffany Aliment
Assistant City Clerk



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

Meeting Date: November 28, 2022

SUBJECT: Boating Safety Federal Assistance Grant

SUBMITTED BY: Kelly Busey, Police chief

DEPARTMENT: Police

PHONE: 853-2422

SUGGESTED MOTION: Move to authorize the Chief of Police to sign and execute the Federal Financial Assistance Subrecipient Agreement (MLE-123-403) with Washington State Parks.

BACKGROUND INFORMATION: The Gig Harbor Police Department operates a marine patrol that meets the requirements for an “Approved Boating Safety Program” by Washington State Parks. This program is largely funded by a combination of Vessel Registration Fees and an annual Federal Financial Assistance Grant administered by Washington State Parks. This is pass-through money from the federal government that is dispersed to approved boating safety programs upon successful application.

To receive these funds, the City must enter into a grant agreement with Washington State Parks.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Federal Financial Assistance Subrecipient Agreement MLE 123-403

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



**WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT**



Agreement No. MLE 123-403

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (WSPRC) acting by and through its Marine Law Enforcement Program ("MLE or "Recipient") and **Gig Harbor Police Department** ("Subrecipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), WSPRC has determined this to be a "Subrecipient" relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient's Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the "Project."

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See *Section 5.1 – Term*
- **Project Completion:** See *Section 5.2 – Project Completion*
- **Subrecipient's Authorized Representative:** See *Section 6.2 – Subrecipient's Authorized Representative*.
- **Project completion date:** See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled]*.
- **Grant Funds:** See *Section 9.2 – Grant Funds*.
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards (2 CFR §200.331(A) (1)):** See *Exhibit B*
- **Subrecipient's Completed FFA Grant Application:** See *Attachment A*.

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 MLE:** The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.
- 4.3 Equipment.** Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00
- 4.4 Exhibit:** A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.5 RBS Officer:** Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.
- 4.6 Boating Safety Inspection:** A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.
- 4.7 Law Enforcement Vessel:** A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.
- 4.8 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.9 Subrecipient:** A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).
- 4.10 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).
- 4.11 Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.
- 4.12 Medium agency:** An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.

- 4.13 Large agency:** An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.
- 4.14 Boating Safety Program approval:** means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on **September 30, 2023**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 Project Completion.** Final billing for the Project shall be submitted to MLE on or before **October 15, 2023**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1** WSPRC MLE Program Authorized Representative is:

Matthew M. Stowers, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
matt.stowers@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
rob.sendak@parks.wa.gov

- 6.2** Subrecipient's Authorized Representative is:

Chief Kelly Busey
Gig Harbor Police Department
3510 Grandview Street
Gig Harbor, WA 98335-1214
buseyk@cityofgigharbor.net
(253) 851-2236

- 6.3** A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application (Attachment "A").

The Subrecipient shall complete the approved project no later than **September 30, 2023**, as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All request for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed
- Appropriate proof of completion has been provided to MLE

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of \$2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment "B").

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

- a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act.”*

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying WSPRC, may, Federal Agency's and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment.”*

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other persons supplying labor or materials for the Project;
- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.11 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.11 – *Indemnification by Subrecipient's Contractors* the term “contractor” means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

- 8.1.1** Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.
- 8.1.2** RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS course acceptable to State Parks (BMLE or equal).
- 8.1.3** Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written “two-officer policy for officers on marine patrol for the purpose of officer safety.
- 8.1.4** Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods, and services necessary to promote and teach classes, and officer salaries, benefits, and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor Training Class* and are listed on our files.
- 8.1.5** RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”)
- 8.1.6** RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.

- 8.1.7 Educational publications which promote RBS education that are already prepared or the creation, design, and printing of publications
- 8.1.8 Promotion of Adventures in Boating classes, including presentation materials, light refreshments, and room rental for classes.
- 8.1.9 Other items as deemed by MLE to be necessary to complete the project
- 8.1.10 Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1 Bullet proof vests are beneficial; however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2 Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3 Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search, or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.
- 8.2.4 Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated by the boating program is not an allowable expense.
- 8.2.5 Firefighting equipment is not an allowable expense.
- 8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.
- 8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)
- 8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.
- 8.2.9 Other items as deemed by MLE to be necessary to complete the project

8.3 Conditions Precedent to Any Reimbursement. MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

- a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE.

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- b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the “Document #” column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient’s business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as “ineligible costs”.

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete—expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarter basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$9,273.91**.
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on **June 1, 2023**.
- e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient’s Subrecipient Grant Application that was accepted by MLE. The Subrecipient’s budget is attached to this agreement (Attachment “B”). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
- f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has been received, reviewed, and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
- b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
- c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **Nine Thousand, Two Hundred Seventy-three and 91/100ths Dollars (\$9,273.91)** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five percent (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **Two Thousand, Three Hundred Eighteen and 48/100ths Dollars (\$2,318.48)** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match**; however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and

submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

- 9.5 Payments.** After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number, and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

- 9.6 Cost Overruns.** Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

- 9.7 Overpayment.** In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2023**.

- 9.8 Offset or Reduction.** The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

- 9.8.1 Entertainment Costs.** In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities, and alcoholic beverages are not allowable expenses.

- 9.8.2 Prior Costs.** MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement **October 1, 2022**.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

- 10.1** Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.
- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
 - a) the removal of misused equipment from the facility; and/or
 - b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

- a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
- b. Activities under Federal awards from other Federal awarding agencies; then
- c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

- 12.5.1** Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.
- 12.5.2** Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.
- 12.5.3** Law Enforcement vessels shall be operated by trained personnel with a valid State of Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.
- 12.5.4** Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.
- 12.5.5** All law enforcement vessels shall have a routine schedule for maintenance.
- 12.5.6** As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.
- 12.5.7** Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a state parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE

and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1,000.00) or less. For repairs greater than one thousand dollars (\$1,000.00) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel, or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

- 15.1** If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.
- 15.2** With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MLE’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.
- 15.3** With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subrecipient’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

- 16.1** Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 16.2** Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;
- 16.3** Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 16.4** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, Commission, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

- 18.1 LIABILITY INSURANCE**—If required in the special terms and conditions subrecipient shall obtain and keep in force during the term of this Agreement, a combined single limit bodily injury and property damage insurance policy in the minimum amount of \$1,000,000.00 naming Washington State Parks Commission as an additional insured against any liability arising out of Subrecipient's or its agents, employees, or assigns. Subrecipient shall provide to Commission, a certificate evidencing such insurance coverage and shall provide 30 days written notice prior to any changes in the amount or cancellation of said policy.
- Subrecipient shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterments. Such insurance shall be written on an all-risk's basis and, at a 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 shall be waived.
 - State shall be included as an insured and a loss payee under the property insurance policy.
- 18.2 AUTOMOBILE INSURANCE**-- Subrecipient shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Subrecipient waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- 18.3 INDUSTRIAL INSURANCE COVERAGE**-- Subrecipient shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. Commission will not be responsible for payment of industrial premiums or for any other claim or benefit for Subrecipient, or any subcontractor or employee of Subrecipient, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Subrecipient, its employees and agents performing under this contract, are not employees of Commission.
- 18.4 CERTIFICATE OF INSURANCE / NAMING WASHINGTON STATE AS ADDITIONAL INSURED:** A current Certificate of Insurance must be submitted with the grant application form. The certificate must name Washington State Parks and Recreation Commission as an additional insured, and the Certificate Holder and contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. Facilities must be insured by carriers licensed in or eligible to do business in Washington, and must maintain applicable Commercial General Liability, Automobile Liability, and Worker's Compensation coverage. Government entities will need to include a letter from their Chief Financial Officer stating if they are self-insured or provide a certificate of insurance as stated below."

SECTION 19: REMEDIES

- 19.1** In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 19.2** In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 9.7 of this agreement. may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

22.1 Termination for Convenience. The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.

22.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

- a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed, or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

- a. The design and implementation, of the Project is not pursued with due diligence;
or
- b. The Project is not permissible under federal, state, or local law; or
- c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or
- e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.
- f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by MLE

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

29.1 Compliance with Law Generally. Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the Agreement.

29.2 Penalty of Perjury. By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.

29.3 Tax Compliance. Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, “tax laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance with Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient’s certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

29.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.

- 29.3.2** Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State's setoff right, without penalty; and
- 29.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents ("indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE's right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United States of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.211(b)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS

6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION
7	ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
8	ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335-1214	Washington State Parks and Recreation Commission 1111 Israel Road SW PO Box 42650 Olympia, WA 98504-2650
Sign:	Sign:
Title:	Title: Chief Financial Officer
Email:	Email: ContractsAndProcurement@parks.wa.gov
Date:	Date:
Place:	Place: Tumwater, WA

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.

B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000.00 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211(b)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Gig Harbor Police Department
- (ii) Subrecipient's UEI number: #KB73L8YGHJ91
- (iii) Federal Award Identification Number (FAIN): #3322FAS220153
- (iv) Federal Award Date: 10/1/2022
- (v) Sub-award Period of Performance Start and End Date: From 10/1/2022 to 9/30/2023
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$9,273.91
- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$9,273.91
- (ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant
- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: United States Coast Guard
 - (b) Name of pass-through entity: Washington State Parks and Recreation Commission
 - (c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov
- (x) CFDA Number and Name: Federal Boat Safety Act 92-75
- (xi) Is Award R&D? No
- (xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that

involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ATTACHMENT “A”: SUBRECIPIENT’S FFA GRANT APPLICATION



Adobe Acrobat
Document

Washington State Parks & Recreation Commission - Recreational Boating Program

Federal Financial Assistance Grant Program Application

Application Year: 2023

Agency Name: Gig Harbor Police Department

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

High Priority Boating Risks and Hazards

High Priority Boating Risks & Hazards	Data / Professional Judgement	Comments
Density of Boating Traffic	Gig Harbor is among the most visited boating destinations in Puget Sound. All manner and sizes of watercraft (commercial fishing vessels, yachts, runabouts, paddleboards and kayaks) share our .37 sq mile harbor. At any given time, there are approximately 1400 vessels moored, anchored, or underway in Gig Harbor. This presents a myriad of opportunities for boating accidents, assists, and SAR responses.	Due to the slow speed ordinances of Gig Harbor, most boating accidents and boating related incidents do not result in injury.
Derelict Vessels and Buoys	Reduction/elimination of derelict vessels from our waterways is critical to maintaining safe navigation channels. Collisions with unmarked derelict vessels had been a problem until recent efforts to rid our jurisdiction of these vessels.	All unauthorized buoys and all long term derelict vessels removed from Gig Harbor. Current "derelict" vessel issues are transients attempting long term anchorage. These vessels are closely monitored for length of stay and tagged/removed as is necessary.

High Priority Audiences

Description of Audience	Why is this Audience a Priority?	Comments
Human Powered Craft Operators	Kayaks and SUP's are becoming much more prevalent in Gig	We annually make personal contact with renters of

	Harbor. There are at least two rental shops located in Gig Harbor from which inexperienced persons can gain access to these watercraft, which use the same waterways as much larger, motorized craft.	watercraft to review safety requirements and provide rental operator checklists, educational materials as provided by state parks, as well as whistles. GHPD has also enacted a "Go With the Flow" safety program to encourage SUP/kayak voluntary compliance for safe water activity procedures within the harbor.
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PREVENTION PLAN PART 1 - TASKS, TACTICS, MEDIA

Patrol Plans / Emphasis Patrols / Enforcement Policies

Activity	Time Frame	Patrol Hour Goal	Inspection Goal	Comments	Type
Weekend and Holiday marine Patrol	May - September, Friday - Sunday and Holidays	250.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	Officer presence on the water, by itself, greatly changes the behavior of vessel operators in Gig Harbor. We make many contacts throughout our shift and do not have to resort to enforcement (beyond vessel inspections and verbal warnings/education) often.	Patrol Plan/Emphasis Patrol/Enforcement Policy
On Water, dockside, and boat launch vessel	During On-Water marine Patrol		Safety Inspection	The Gig Harbor Police Department Marine Patrol makes probable cause	Safety Inspection

inspectio ns				contacts for violations of laws/ordinan ces. It is expected that each officer complete a vessel inspection for each of these contacts. Our Officers also engage in courtesy dock inspections at our city owned public moorage facilities. We do not have a boat ramp in our jurisdiction; however, the Randall boat ramp launches into our jurisdictional waters.	
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State Approved Boater Education Classes & Community Events

Activity	Date	Hours Planned	Attendance	Comments	Type
Washington Sportsmans Show	9/2/2023	4.00			Community Events
National Night Out 2023	8/8/2023	4.00			Community Events
Seattle Boat Show 2023	1/28/2023	18.00			Community Events

				None Scheduled at This time	Presentation to Schools
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Vessel Dealer/Rental Site Visits

Dealers Targeted	Hours Spent Visiting	Comments	Type
3	6.00	Bi-annual visits to Rental facilities to provide education materials for safe boating and watersport activities.	Rental

Professional Prevention Partners

Name of Partnering Orgs	Hours Planned Coordinating	Comments
US Coast Guard Auxiliary	2.00	Vessel Inspections

Media Plan

Campaign	Owned Media Posts	Earned Media Posts	Events	Comments
National Safe Boating Week	4.00	4.00		
Operation Dry Water	4.00	4.00		
Spring Aboard	4.00	4.00		
Paddle Safety Week	4.00	4.00		
Other (please describe)				

INSTRUCTOR INFORMATION

SAW ID	First Name	Last Name	Phone	Email	Development Complete?
	Charles	Dennis	253-250-1783	dennisc@cityofgigharbor.net	Yes

PREVENTION GOALS SUMMARY

Total Patrol Hour Goal: 250.00

Total Inspections Goal: 100.00

Count of State Approved Boater Education Classes Planned: 0.00

Sum of Hours for State Approved Boater Education Classes: 0.00

Sum of State Approved Boater Education Classes Planned Attendance: 0.00

Count of Community Events: 3.00

Sum of Community Events Hours: 26.00

Count of Presentations to Schools: 1.00

Sum of Presentation to Schools Hours: 0.00

Count of Presentations to Groups: 0.00

Sum of Presentations to Groups Hours: 0.00

Count of Dealer Visits Planned: 0.00

Sum of Dealer Visits Hours: 0.00

Count of Rental Sites Planned: 1.00

Sum of Rental Site Visits Hours: 6.00

Owned Media Posts: 16.00

Earned Media Posts: 16.00

Count of Partnering Organizations: 1.00

Sum of Partnering Organization Hours: 2.00

Printed On: October 26, 2022

ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS



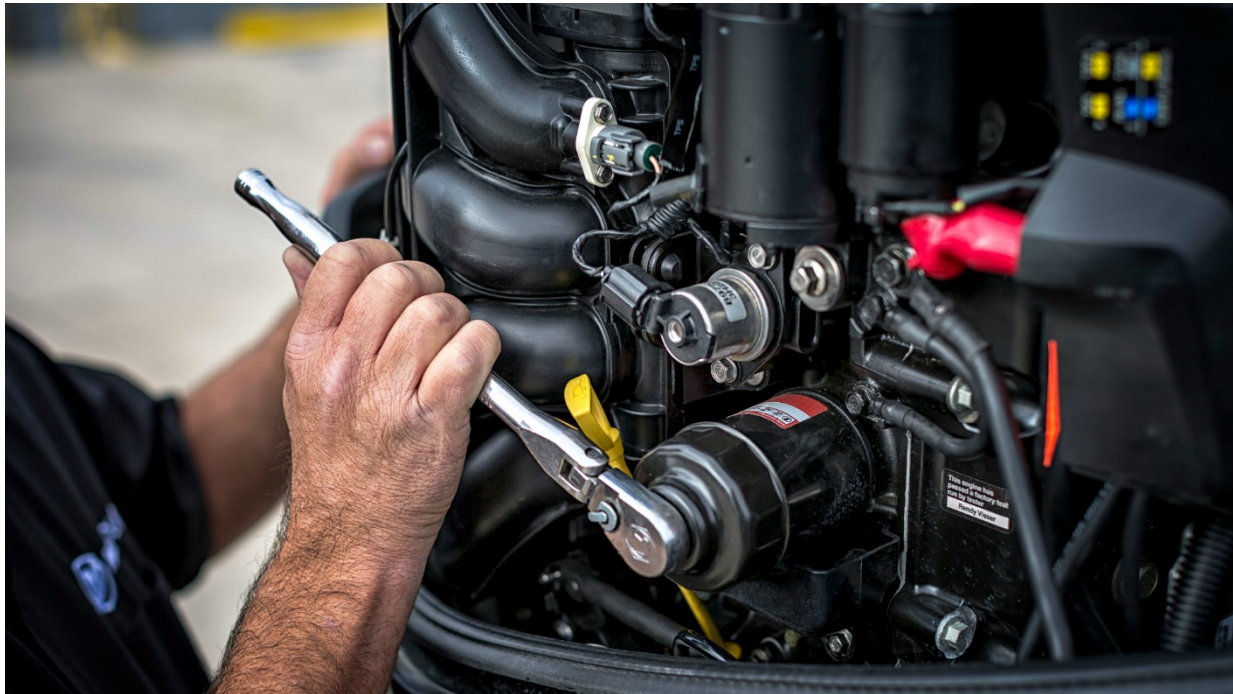
2021 Allowable
Expenses.pdf

Washington State Parks & Recreation Commission



Allowable Costs & Expenditures For State Vessel Registration Fees & Federal Assistance Grants

Updated June 2021



Washington State Parks & Recreation Commission

Contents

VESSEL REGISTRATION FEES & GRANT FUNDING 3

UNIT COST APPROVAL..... 3

COST PRORATION..... 3

ADMINISTRATIVE COSTS 3

ALLOWABLE EXPENDITURES 3

RBS SALARIES 3

RBS EDUCATION AND INSTRUCTION 4

RBS TRAINING 4

RBS EQUIPMENT: 5

PATROL VESSELS 5

ASSOCIATED EQUIPMENT FOR PATROL VESSELS..... 6

PATROL VESSEL TRAILERS 7

BOAT EQUIPMENT 7

NAVIGATION AIDS & BUOYS 8

EDUCATION 8

NON-ALLOWABLE COSTS AND EXPENDITURES..... 9

Washington State Parks & Recreation Commission

VESSEL REGISTRATION FEES & GRANT FUNDING

Any item not listed below must be reviewed and found acceptable by the Washington State Parks Boating Program (Boating Program) before it is considered a valid Recreational Boating Safety (RBS) expenditure.

UNIT COST APPROVAL

Items with a unit cost of \$5,000 or more under the VRF funds and \$2500 or more under the FFA grant must have the prior written approval of Washington State Parks and Recreation Commission Marine Law Enforcement (MLE) Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

ADMINISTRATIVE COSTS

Agencies that receive Vessel Registration Fees (VRF) are not allowed to charge flat administrative costs for the administration of the VRF funds as is often done with federal grants. However, agencies may charge the salaries and benefits costs of actual hours worked by staff associated with the administration of their dedicated VRF account.

Agencies that receive federal assistance grants from the Boating Program are allowed to charge indirect (administrative) costs for those funds. If the agency has a federally negotiated indirect cost rate, they are permitted to charge that against the total salaries + benefits charged to the federal assistance grants. They must first provide a copy of their current rate agreement to Parks. If not, then they may charge a *de minimus* flat rate of 10% or elect not to charge indirect at all (2 CFR 200.414(f)).

ALLOWABLE EXPENDITURES

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or cheri.peel@parks.wa.gov to discuss the item before proceeding.

Allowable expenses include but are not limited to:

- **RBS SALARIES**
 - Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State and who have completed an RBS course acceptable to State Parks (BMLE or equal).

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- Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State, and who have not completed a BMLE course is acceptable ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety.

- **RBS EDUCATION AND INSTRUCTION**

Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

Life jackets (USCG approved only) for the state *Adventures in Boating* course and other RBS presentations, such as: throw rings or cushions for loaners and the cost to print only the agency's name or RBS safety messages.

- **RBS TRAINING**

Grant or VRF funds can be used to pay for full-time and reserve officers who are fully commissioned to enforce the laws of the State of Washington to attend training provided by the Boating Program or courses approved by the Boating Program.

Note: Approval from State Parks is mandatory if an officer or deputy is applying for a non-Washington RBS course. Examples of approved courses include:

- MLE Instructor Meeting
- Basic Marine Law Enforcement/Boat Crew Member or equivalent (BMLE)
- Boat Operator Search and Rescue (BOSAR)
- Boating Under the Influence – Basic (BUI-Basic)
- Boating Under the Influence-Advanced (BUI-Adv)
- Personal Watercraft for Law Enforcement (PWCLE)
- Enhanced Vessel Operator Course (EVOC)
- Fall Marine Law Enforcement Conference
- Boating Accident Investigation-Level 1
- Officer Water Survival
- Boater Education Instructor Training (BEIT)
- Designated Education Officer Training (DEOT)
- Adventures in Boating Instructor Training

Washington State Parks & Recreation Commission

- RBS Related Local In-Service Training
- Other USCG training courses with prior approval
- Other NASBLA training courses with prior approval

Per Diem travel expenses at **state per diem rate** in effect for the destination RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

RBS EQUIPMENT

Allowable expenses may include the purchase, maintenance and operation of patrol boats and patrol boat equipment to perform the RBS mission as defined in WAC 352-65-040 only. **Any purchase exceeding \$5,000 under the VRF funds must receive prior approval from the Boating Program. Any purchases exceeding \$2,500 under the FFA grant must receive prior approval from the Boating Program.** All decisions by the Boating Program for equipment purchases are final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned, which includes painting, decals and cost of removal and application
- Vessel electrical system repairs and replacement
 - Electronic devices: parts and labor for maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for law enforcement work
 - Devices dedicated to the program such as agency & VHF radios
 - Radar units

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- Sirens
- Blue lighting equipment
- Hailers
- Global positioning system (GPS) units
- Personal breath testers (PBT)
- Cell phones used 100% RBS only, or prorated for a percentage of time used on boat
- Battery chargers and computers dedicated to program use
- Includes brackets and fittings for installation and use
- Fluids for hydraulic system
- Fuel, fuel additives and filters; associated disposal fees
- Gear oil for lower units
- Glass replacement and costs to install, associated disposal fees
- Grease and lubricants
- Oil and oil filters; associated disposal fees
- Parts and labor for regular scheduled maintenance and scheduled replacement
- Parts for replacement on the vessel when failure occurs or when damaged and labor, which includes engine, lower unit and cooling system repairs and replacement
- Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
- Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance, including: stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies.
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems, and associated disposal fees.
- Costs related to moorage, including cost of water/electricity associated with maintenance and moorage.
- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards. For example:

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- Life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
- Exposures suits
- Fire extinguishers/extinguishing systems
- Visual distress signals
- Navigation lights
- Sounding devices
- Ventilation systems
- Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage. For example:
 - Fenders
 - Lines for towing and mooring
 - Chafing gear
 - Boat hooks
 - Towing equipment
 - Bilge pumps
 - Batteries
 - Navigation charts
 - Piloting equipment
 - Helm fixtures and seats
 - Logbooks
 - Depth sounders & radar, does not include FLIR systems
 - Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels, including: installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair or replacement
- Hydraulic or electric brake system maintenance, repair and replacement
- Oil, grease and lubricants, and associated disposal fees
- Winch maintenance, repair and replacement

BOAT EQUIPMENT

Washington State Parks & Recreation Commission

- Anchors
- Line for towing and mooring
- Chain or shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units, does not include FLIR systems
- Radios and computers, dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Search lights dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- FLIR System (mounted on and wired to the vessel)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection
- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Rescue throw bags for use on boats only

NAVIGATION AIDS & BUOYS

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352)
- Decals for buoys
- Chain
- Cable and connectors
- Weights
- Equipment to maintain buoys and signs to remain effective

EDUCATION

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications

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- Education equipment related to required boating safety equipment for recreational boats
- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments and room rental for classes)

NON-ALLOWABLE COSTS AND EXPENDITURES

- Bullet proof vests are beneficial, however equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of an RBS program mission and is considered a local agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal Imaging devices are 100% allowable expenses.
- Homeland security missions (weapons, etc.), or any other equipment determined as unrelated by the Boating Program is not an allowable expense.
- Firefighting equipment is not an allowable expense.

EXHIBIT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS



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Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs

Updated January 2021



Washington State Parks & Recreation Commission

Introduction

The purpose of the Vessel Registration Fee (VRF) program is to focus local jurisdiction marine programs on injury prevention activities around recreational boating safety. These activities include enforcing [RCW 79A.60: Regulation of Recreational Vessels](#) and providing emergency response to boating accidents. Each marine patrol unit should strive to serve and protect the lives and property of Washington's recreational boaters. All VRF Funds are awarded based on the potential success and ability of the local agency to provide such service to the boating community. Recreational Boating Safety (RBS) programs are evaluated using the criteria published in this document, as well as its ability to meet the requirements and assurances of [WAC 352-65: Boating Safety Program Approval](#).

This guidance document is intended to help local marine law enforcement programs understand the minimum qualifications and requirements to receive vessel registration fees. The document has been laid out to explain this as simply as possible. The beginning section provides a brief list of the qualifications and requirements, and the remainder of the document explains each component in more depth.

The Washington State Parks Boating Program (State Parks) has established different operational goals for agencies dependent on the population within their jurisdiction (based on 2019 census data).

- **Small Agencies** – Under 30,000 population
- **Medium Agencies** – Population between 30,000 and 100,00
- **Large Agencies** – Populations exceed 100,000.

Washington State Parks & Recreation Commission

State Parks Boating Program Contacts

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Washington State Parks & Recreation Commission

Table of Contents

Introduction	2
State Parks Boating Program Contacts	3
Overview of Agency Eligibility Requirements and Qualifications.....	5
Summary of Required Documents and Due Dates	6
Administrative and Financial Requirements	7
Annual Agreement – The A-299 Application Form	7
Designated Marine Lead / Conference Attendance / Surveys	7
Reporting Recreational Boating Activities and Financial Data	8
SOAR – Summary of Activity Reports	8
Vessel Registration Fee Expenditure Report	8
Supporting Financial Documents	8
Dedicated Account / Limitations on the Use of Funds / Accountability	8
Links to local ordinances	9
Operational Requirements	9
Officer / Deputy Qualifications / Training / Training Currency	9
Vessels and Equipment	10
Boating Accident Reporting.....	11
Boater Assistance	12
Boat Patrol (Boat Log Hours).....	12
Minimum Patrol Hour Goals Based on Agency Size.....	13
Enforcement.....	13
Boating Safety Inspections	14
Suggested Written Inspections – Minimum Goals	14
Boating Safety Education / Designated Education Officer / Deputy	14
Education and Outreach Tactics and Suggested Goals	15
Waterway Marking.....	17
Accountability.....	17
Audits	17
Compliance.....	18

Washington State Parks & Recreation Commission

Overview of Agency Eligibility Requirements and Qualifications

Only counties or local public agencies having jurisdiction over waters used for recreational boating and possessing the authority to enforce the Revised Code of Washington and the Washington Administrative Code are eligible to apply to receive vessel registration fees. Participating agencies must:

Administrative & Financial Requirements

1. Sign an annual agreement with State Parks.
2. Designate a “Marine Lead”: A single point of contact that oversees the day-to-day program operations, commits to attend the annual marine law enforcement conference, and responds to surveys sent by State Parks.
3. Designate a “Marine Supervisor”: A single point of contact that has administrative authority over the marine program for the agency.
4. Report recreational boating safety activities and certain financial data to State Parks.
5. Place all vessel registration fees into a dedicated account, agree to spend them only on eligible expenses and agree to accountability requirements.
6. Provide digital links to all local ordinances regulating recreational boating.

Operational Requirements

7. Employ Officers / Deputies commissioned to enforce Washington state law.
8. Send all marine Officers / Deputies through the Washington State Parks Basic Marine Law Enforcement Academy.
9. Maintain annual training qualification currency for each participating Officer / Deputy.
10. Provide the appropriate vessels and equipment to carry out the operational requirements.
11. Report all boating accidents that occur within the jurisdiction (that meet minimum criteria) pursuant to RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.
12. Respond and provide assistance to boaters for on-water emergencies, complaints, and accidents.
13. Commit to a minimum number of hours patrolling the waters used by recreational boaters during peak boating season.
14. Actively enforce Washington’s boating safety laws and regulations.
15. Conduct vessel safety inspections for recreational boaters.
16. Provide a boating safety education and outreach program and designate at least one Officer / Deputy to receive the Adventures in Boating Instructor training and to manage the program.
17. Place and maintain aids to navigation as legislated by local ordinances.

Washington State Parks & Recreation Commission

Summary of Required Documents and Due Dates

Document Name	Form Number	Date Due
Request for Boating Program Approval	A-299 / Web form	15 Oct each year
Federal Financial Assistance Grant Application (If applying)	A-300/Web form	15 Oct each year
B.O.A.T Currency Report	Web form	15 Oct each year
Summary of Activity Report (SOAR)	Web form	Quarterly *
Boating Accident Report (BAR)	A-440	10 days following accident
Boating Accident Investigation Report (BAIR)	A-425 (Rev 08/2009)	10 days following accident / fatality meeting report criteria
Washington State Vessel Inspection	P&R A-274	Quarterly*
VRF Expenditure Report	Web form	1 Nov each year
Financial System Report	Agency generated	1 Nov each year
VRF Fund Balance Report	Agency generated	1 Nov each year
Boating Safety Surveys	N/A	Varies

* Document is due quarterly and must be submitted by the 15th of the month following the last month of the quarter (1st Qtr-04/15, 2nd Qtr-07/15, 3rd Qtr-10/15, 4th Qtr. 01/16).

Washington State Parks & Recreation Commission

Administrative & Financial Requirements

Annual Agreement – The A-299 Application Form

Each agency is required sign an agreement with State Parks by submitting a complete A-299 application form. The A-299 contains several informational fields that must be filled out completely to be considered and aids in the continued approval of the agency's program. These forms are due each year by October 15. Agencies must provide information on their current staff, training, an inventory of vessels, and the anticipated patrol schedule. The form also defines the specific requirements your agency is committing to in exchange for vessel registration fees. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Designated Marine Lead / Conference Attendance / Surveys

Each agency has a unique and different operational environment that offer a variety of solutions to ensure Marine Law Enforcement (MLE) unit operations, enforcement, fiscal and administrative functions are conducted according to best practices. Some agencies may have a Lieutenant serving the MLE Unit Supervisor and crew member conducting vessel operations and patrols. Other agencies may have a Sergeant as a supervisor and different crew member conducting vessel operations.

Recognizing this, State Parks requires each agency to designate a "Marine Lead", which is the person responsible for the day-to-day operations of its marine program and acts as the point-of-contact with State Parks on all issues and matters related to that agency's MLE unit. While the Sheriff or Chief of Police is ultimately responsible for ensuring their agency is meeting all the program requirements, the Marine Lead is the person implementing their guidance and communicating that to other Marine Unit members, State Parks, and the public.

The Marine Lead is responsible to:

- Ensure all required reports are completed and submitted to State Parks within due date guidelines.
- Submit personnel names to attend training courses and conferences.
- Attend the annual fall conference.
- Ensure that B.O.A.T. Currency training is conducted and reported to State Parks.
- Utilize Marine SECTOR within their agency.
- Communicate with State Parks on all matters and issues which may arise around recreational boating safety and marine law enforcement.
- Respond to surveys from State Parks.

State Parks also requires the agency to designate a "Marine Supervisor", which is the person with administrative supervision of the agency's MLE program.

Washington State Parks & Recreation Commission

Reporting Recreational Boating Activities and Financial Data

SOAR – Summary of Activity Reports

A Summary of Activities Report (SOAR) form must be submitted at least quarterly to State Parks. However, agencies are invited to report activities daily, weekly, or monthly. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Vessel Registration Fee Expenditure Report

This annual report form must be submitted by October 15 each year to State Parks. The form fulfills the requirements of **WAC 352-65-040(9)** which requires each participating agency to submit an annual account of program expenditures showing the amount of vessel registration fees received, spent, and remaining in their dedicated account. They must also show the amount of “local spending” on recreational boating safety activities. “Local spending” is the amount agencies spend on the RBS mission and cannot come from other grant sources. Local spending is required because [RCW 88.02.650](#) specifies that “[VRF] Funds may not supplant local funds used for boating safety programs”. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Supporting Financial Documents

Every Vessel Registration Fee (VRF) Expenditure Report must be accompanied with the following reports:

- Financial System Report: A report from the agency financial system (not Excel) showing a dedicated account for the deposit of state VRF funds received from the Office of State Treasurer (Enclosure 4).
- VRF Fund Balance Report: A report showing the fund balance of the dedicated account (Enclosure 5). The VRF fund balance on this system-generated report should match the bottom line on the VRF report (“Total Remaining Balance of State VRF funds for Fiscal Year”).

Dedicated Account / Limitations on the Use of Funds / Accountability

Participating agencies must deposit VRF funds allocated by the state treasurer, under RCW 88.02.650, into an account dedicated solely for boating safety purposes, which include all activities or expenditures identified in this section. See the document “Allowable Costs & Expenditures for State Vessel Registration Fees & Federal Assistance Grants” for a thorough explanation of eligible expenses located at <http://mle.parks.wa.gov/>.

Vessel Registration Fees are intended to increase the education and enforcement efforts of local agencies and stimulate greater local participation in boating safety. They cannot be used to fund any activities except those that are part of the recreational boating safety mission.

Washington State Parks & Recreation Commission

Agencies may charge actual, direct administrative costs to the VRF account - such as staff hours it takes to fill out forms, or to maintain the dedicated account - but may not charge administrative fees based on an estimated percentage.

Participating agencies must maintain accurate annual records of activities and expenditures of their boating safety programs. Those records must be provided to State Parks consistent with their agreement, or upon request. The agency must also permit State Parks to audit the use of funds in accordance with generally accepted audit practices and standards.

Links to local ordinances

When the local jurisdiction adopts ordinances governing recreational boating, the ordinances must be at least as restrictive, but may be more restrictive than Washington state boating laws and regulations. Participating agencies must submit a web link to all such ordinances to State Parks using the designated field in the A-299 Form.

Operational Requirements

Officer / Deputy Qualifications / Training / Training Currency

Participating agencies must provide Officers / Deputies with law enforcement certificates from the Criminal Justice Training Commission which authorizes them to enforce all boating laws and regulations. All Officers / Deputies must maintain a current Washington State Peace Officers Certification.

Participating agencies are responsible for acquiring the required training for all RBS Officers / Deputies. Washington State Parks provides two or more Basic Marine Law Enforcement Academies each year to help agencies fulfill this requirement. These courses are provided at no charge. They are taught in the spring - usually one in Western Washington and one in Eastern Washington. Officers / Deputies may attend other basic boating safety training, if approved by State Parks. Those approved courses are the Federal Law Enforcement Training Center's (FLETC), Marine Law Enforcement Training Program (MLETP), or National Association of Boating Law Administrator's (NASBLA) Boat Crewman course (BCM).

Such training must be acquired within one year of initiating a new boating safety program and within one year for each newly assigned boating safety Officer / Deputy.

Washington State Parks' Marine Law Enforcement Training Academy is accredited through the NASBLA's Boat Operation and Training (BOAT) Program. As a term of accreditation, State Parks must ensure that all active marine Officers / Deputies maintain proficiency in basic RBS skills. This is important because these skills are perishable but critical to operate in a marine environment. All agencies must submit a BOAT Currency Requirements Report Form for all active personnel listed in the A-299. These reports are

Washington State Parks & Recreation Commission

submitted at least annually with the A-299 but may be updated throughout the year. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Agencies which have not completed all currency training tasks required may submit a statement of explanation and attach it to the A-299 form. State Parks recognizes that many different circumstances could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Agencies are required to list any additional training courses their personnel have completed on the A-299 web form. This helps State Parks in maintaining an up-to-date database of marine law enforcement capabilities across the state and helps identify training subjects and courses that are needed, but not offered within the state.

Vessels and Equipment

Agencies must supply the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this guidance. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC. Agencies are also required to provide State Parks with an inventory of all vessels along with details for how they are equipped each year by filling out the A-299 form. Information required on that form includes:

- **Vessels:** State Parks requires the following data on each vessel:
 - Vessel name
 - Manufacturer
 - Radio equipped (Y/N): Radio equipped means the vessel has an agency **radio installed or “hardwired”**. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, Jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
 - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels in your agency that are SECTOR equipped with a computer or tablet plus printer and scanner (**installed or “hardwired” to include portable cased units**). Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or if these are not carried aboard as a cased kit.
 - Model
 - Length
 - Propulsion type
 - Horsepower
 - Year
 - Funds used to purchase the vessel (local, state, or federal)
 - Percent of time employed for the RBS mission.

Washington State Parks & Recreation Commission

NOTE: Vessels purchased with state or federal dollars must be sold at the end of their useful life, consistent with the local agency's policies and procedures. Once a vessel is sold it should be removed from the Patrol Vessel list as quickly as possible. **If the agency is selling a vessel that was purchased with federal grant dollars provided by State Parks, you must notify State Parks 60 days in advance of the sale date.**

- **Vehicles** (trucks, cars, SUVs, ATVs): The number of other patrol vehicles assigned to the marine services unit **and the percentage they are used for RBS activities.**
 - Vehicle type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.
- **Aircraft:** The number of aircraft in your agency **and the percentage they are used for RBS activities.**
 - Aircraft type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.
- **Equipment valued at \$5000.00** (i.e., engines, electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 or more. Only items listed under "allowable expenses" are permitted (see "Allowable Expense Guidance" document for full details).
 - Type of equipment
 - Manufacturer
 - Model
 - Year
 - Funds used for purchase (local, state, federal)

Boating Accident Reporting

Participating agencies are required to submit accident reports to State Parks in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.

Washington State Parks & Recreation Commission

For any boating accident resulting in a death or injury requiring hospitalization, each participating agency must:

- Notify State Parks **within 48 hours** of becoming aware it.
- Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
- Include the results of any other investigation conducted by the agency.
- Submit any coroner's reports concerning the death of any person resulting from the boating accident, within one week of completion.

Participating agencies must also submit a Boating Accident Report (BAR – form number A-440) within **10 days** of the occurrence to State Parks for any boating accident:

- Resulting in a death, OR
- An injury requiring hospitalization, OR
- Damage to any vessel or property of two thousand dollars or more, OR
- A vessel is a complete loss, OR
- A person disappears from the vessel under circumstances that indicate death.

Boater Assistance

The local municipality will have the ability to respond or coordinate response to boating emergencies which occur within their jurisdiction. Furthermore, agencies must document each occurrence and report it to State Parks through the Summary of Activity Report (SOAR) at least quarterly using the following definitions:

- **Search and Rescue/Recovery** – Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. Agencies should only report SAR cases on the Summary of Activity Report (SOAR) that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist** – An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under their own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned or commercial vessels. Report the number of vessels assisted and the number of persons assisted on the SOAR report.

Boat Patrol (Boat Log Hours)

Boat patrol (Boat Log Hours) are those hours that the patrol vessel was actually on the water patrolling. Participating agencies must submit a patrol schedule (with the A-299) that demonstrates they are patrolling waters within their jurisdiction during peak recreational hours. They must also patrol a

Washington State Parks & Recreation Commission

minimum number of hours per year. See the note below.

Minimum Patrol Hour Goals Based on Agency Size

- Small agencies - 133 hours
- Medium agencies - 255 hours
- Large agencies - 436 hours

NOTE: State Parks recognizes that Washington State experiences a diverse boating season. Various areas of the state have increased boating activities due to recreation fishing, hunting and pleasure crafting. Because of its diverse landscapes and seasons, State Parks acknowledges that the traditional peak boating season remains during the time between Memorial Day and Labor Day but is not exclusive to that time frame. State Parks has collected data for patrol hours performed by all participating over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours can be a combination of Boat Log and Ramp-side hours.



Patrol hours is considered a critical metric. It is used by State Parks to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

Example patrol schedule

Boat Patrol Schedule							
	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Patrol Hours							
# of Officers / Deputies							
# of Vessels							
Patrol Season Beginning Date				Patrol Season Ending Date			

Enforcement

Participating agencies must enforce safety equipment, vessel operation, noise level, navigation, harbor improvements (as authorized and placed through local ordinances), and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. Agencies must also document and report the numbers of warnings and citations they issue for each type of boating violation in the Summary of Activity Report – **except those issued through SECTOR.**

Washington State Parks & Recreation Commission

State Parks recommends zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence and rules of the road violations. Officers / Deputies should strongly consider issuing citations for violations of these laws in all circumstances.

The SECTOR system should be used to issue boating citations and warnings. State Parks will no longer accept mailed-in paper inspection forms, although State Parks will continue to provide paper inspection forms to agencies for internal use.

Boating Safety Inspections

Participating agencies must complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State Parks will provide boating safety inspection forms. Copies of the completed inspections must be submitted to State Parks for statistical purposes. Inspections conducted in SECTOR do not have to be reported to State Parks.

NOTE: We will not accept paper inspection forms after January 1, 2019. All inspections must be submitted using SECTOR.

State Parks has calculated suggested minimum goals for the number of boating safety inspections an agency performs in a boating season based on size.

Suggested Written Inspections – Minimum Goals

- Small, 92
- Medium, 283
- Large, 372

Boating Safety Education / Designated Education Officer / Deputy

Participating agencies must have a boating safety education and information program. At a minimum, they must designate an Officer / Deputy, trained by State Parks, to coordinate the activities of boating safety education instructors, act as liaison to boating education organizations and to coordinate:

- Boating safety presentations, which may include presentations to primary and secondary school children, boating organizations, or youth groups.
- Boating safety instruction meaning a public course of instruction using the Adventures in Boating materials from State Parks, or other state or nationally recognized curriculum approved by State Parks.
- Distribution of boating safety information, including materials provided by State Parks, to boating and outdoor recreation organizations, the boating public, public agencies, and local media.

Washington State Parks & Recreation Commission

NOTES

- Any Officers / Deputies designated as Certified Boating Education Instructors must be listed as Instructors qualified for the Adventures in Boating course by the State Parks Education and Outreach coordinator.
- State Parks considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations and participation in community events, Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities. Agencies are not required to engage in all education and outreach activities described below but should pursue a mix of tactics appropriate for their area of operation.

Education and Outreach Tactics and Suggested Goals

- **Education Classes:** Classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
 - Small = 15 students, 1 Class
 - Medium = 20 students, 1 Class
 - Large = 50 students, 1 Class
- **Boating Safety Presentations to Groups:** Presentations to various groups such as yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Boating Safety Presentations to Schools:** Presentations to local public and or private schools K-12, and colleges / universities.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Vessel Rental Site Visits:** Visits to local vessel rental sites intended to ensure employees and renters are following guidance on the Motor Vessel Rental Safety Checklist. These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards, or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
 - Small = 2
 - Medium = 4

Washington State Parks & Recreation Commission

- Large = 6
- **Participation in Community Events:** Events like county fairs, parades, and night outs that reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation in regattas, races, or opening days where there is little or no face-to-face interaction between Officers / Deputies and community members does not count as a “Community Event”. Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
 - Small = 40 hours
 - Medium = 150 hours
 - Large = 275 hours
- **Vessel Dealer Site Visits:** Visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.
 - Small = 5
 - Medium = 10
 - Large = 15
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program’s by increasing their area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours that Prevention Partners spend conducting RBS activities.
 - Small = 1
 - Medium = 3
 - Large = 5

Media Contacts: (This section only applies to Federal Financial Assistant Grant recipients). The intent is for agencies to distribute recreational boating safety content through their own social media channels, the social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
 - Small = 4
 - Medium = 8
 - Large = 16
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include

Washington State Parks & Recreation Commission

stories in the newspaper, radio, and television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of interaction with that partner.

- Small = 4
- Medium = 8
- Large = 16

Campaigns: See SOAR for reporting requirements. Goals for all agencies, regardless of size, is participation in these campaigns. The State Parks Recreational Boating Safety communications staff will distribute content to all agencies for each of the campaigns making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.

- Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
- Spring Aboard Campaign was a national campaign but is now a state campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
- National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets and other best practices for optimal safety. In addition to media posts, agencies are encouraged to participate in “Wear IT” events. This campaign is sponsored by the National Safe Boating Council.
- Safe Paddling Week is a campaign sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training, etc.

Waterway Marking

Participating agencies should report the total number of Aids to Navigation (ATONs) that they are responsible for within their jurisdiction on the SOAR. Do not count ATON’s emplaced / maintained by the USCG, Corps of Engineers or other Federal agencies. The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system as identified, found in chapter 352-66 WAC.

Accountability

Audits

All agencies will be audited on a periodic rotating basis. When your agency is slated for an audit, the State Parks Marine Law Enforcement Coordinator will contact your agency to schedule a time. You will

Washington State Parks & Recreation Commission

be sent a list of documents and questions that you will need to prepare before the audit. Audits are a review of the performance and accomplishments to measure and evaluate compliance with the terms of the agreement with State Parks.

Compliance

If it is determined that a participating agency is not in compliance with the minimum requirements of the agreement, the State Parks Marine Law Enforcement Coordinator will notify the agency through a Non-Compliance Warning Letter and cite the wording of the agreement. The letter will request the agency responds with a plan to remedy the deficiency per **WAC 352-64-060 (3)**: Revocation of approval ***“Those counties or local jurisdictions unable to demonstrate compliance with minimum approval requirements will have forty-five days to submit a plan satisfactory to state parks to remedy the deficiencies. If, after forty-five days, a county or local jurisdiction is unable to demonstrate its ability to meet minimum requirements, state parks may revoke the program approval after the county or local jurisdiction has had an opportunity for a hearing under chapter 34.05 RCW, the Administrative Procedure Act.”***



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

Meeting Date: November 28, 2022

SUBJECT: Second Reading of Ordinance 1503 Relating to Utility Rates for the City's Water, Wastewater, and Stormwater Utilities

SUBMITTED BY: Jeff Langhelt, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 853-7630

SUGGESTED MOTION: Move to approve Ordinance 1503.

BACKGROUND INFORMATION: The City operates three independent utilities as enterprise funds, which include the water utility, wastewater (sewer) utility, and stormwater utility. It is necessary to raise utility service rates and charges to meet the increasing cost of providing utility services. The costs to provide the utility services are based on existing and future capital expenses, operating expenses, and maintenance expenses.

City Staff and the City's utility rate study consultant recommend adjusting rates on an annual basis, as necessary, to keep up with the changing costs to provide these services. The last time the City adjusted utility rates was January 1, 2020 but the City intentionally decided to not adjust utility rates in 2021 or 2022 due to the COVID-19 pandemic. With two years of consumer price index increases but no utility rate adjustments, the City is positioning itself for significantly high rate increases in the near future to support the costs of operating the utilities. Therefore, City Staff and the City's consultant support a 5% rate increase consistent across all three utilities.

This proposed utility rate increase for 2023 was presented at the November 3 Council Study Session where Council generally supported a 5% increase across the board but requested the low-income senior rate remain unchanged.

The actual rates provided in Sections 1 and 3 of the November 14 draft version of Ordinance 1503 were transposed incorrectly. The rates provided in Sections 1 and 3 of the final attached version of Ordinance 1503 have been verified as being correctly increased 5% above the January 1, 2020 rates.

FISCAL CONSIDERATION: The City's rate study consultant provided support under the current professional services contract to identify utility rate adjustment alternatives.

Expenditure Required: \$ 0	Amount Budgeted: \$ 0	Appropriation Required: \$ 0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None

ATTACHMENTS: Ordinance 1503

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

ORDINANCE 1503

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO UTILITY RATES FOR THE CITY'S WATER, WASTEWATER, AND STORMWATER UTILITIES; REPEALING AND REPLACING SECTIONS 13.04.010 AND 13.32.010; REVISING SECTIONS 13.04.013 AND 14.10.050; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City operates three independent utilities as enterprise funds, which include the water utility, wastewater (sewer) utility, and stormwater utility; and

WHEREAS, it is necessary to raise utility service rates and charges to meet the increasing cost of providing utility services; and

WHEREAS, the costs to provide the utility services are based on existing and future capital expenses, operating expenses, and maintenance expenses; and

WHEREAS, Staff recommends adjusting rates on an annual basis, as necessary, to keep up with the changing costs to provide these services; and

WHEREAS, the last time the City adjusted utility rates was January 1, 2020 but the City intentionally decided to not adjust utility rates in 2021 or 2022 due to the COVID-19 pandemic; and

WHEREAS, the City anticipated completing a utility rate study in 2022 with the support of Peninsula Financial Consulting (PFC) that would accommodate for rate adjustments for the next six years but was unable to complete this study due to staffing limitations; and

WHEREAS, with two years of increases of the consumer price index but no rate adjustments, the City is positioning itself for significantly high rate increases in the near future to support the costs of operating the utilities, therefore, City Staff and PFC support some level of rate increase consistent across all three utilities; and

WHEREAS, the City desires those customers receiving the low-income senior rate reduction for water and sewer to not be impacted by a proposed rate increase; and

WHEREAS, this topic was presented to Council at their November 3 Study Session where a rate increase of 5% for all utilities, including base charges and commodity charges, was supported;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.010 Water rates.

Effective January 1, 2023, the monthly water service rates not including state and city taxes shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/ month)	Commodity Charge (per ccf)
Residential	\$21.23	\$2.77
Multiresidential		
5/8" & 3/4"	37.30	2.59
1"	51.33	2.59
1-1/2"	86.13	2.59
2"	128.04	2.59
3"	239.72	2.59
4"	365.47	2.59
Commercial/Schools		
5/8" & 3/4"	31.27	2.69
1"	41.31	2.69
1-1/2"	66.10	2.69
2"	95.97	2.69
3"	175.65	2.69
4"	265.36	2.69

Section 2. Section 13.04.013(B) of the Gig Harbor Municipal Code is hereby revised as follows:

B. Rate Reduction. A low-income senior citizen may pay a rate equal to ~~47~~50 percent of the applicable water and/or sewer rate established by the city in GHMC [13.04.010](#) and [13.32.010](#), or any amendments thereto.

Section 3. Section 13.32.010 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.010 Sewer rates.

Effective January 1, 2023, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$42.26	\$5.20
Multifamily residential (per living unit)	32.53	5.22
Commercial/school	98.66	9.16
Dept. of Corrections	13,034.50	5.20

Section 4. Section 14.10.050 of the Gig Harbor Municipal Code is hereby revised as follows:

14.10.050 Stormwater monthly service rates.

In accordance with the basis for a rate structure set forth in GHMC 14.10.020, there is levied upon all developed real property within the boundaries of the utility the following monthly service rates which shall be collected from the owners of such properties:

~~Effective January 1, 2020, shall be \$14.92.~~

Effective January 1, 2023, shall be \$ 15.67.

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

Section 6. 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 7. Effective Date. This ordinance shall be in full force and take effect January 1, 2023, which is at least five (5) days after its 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 28th day of November, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk



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

Meeting Date: November 28, 2022

SUBJECT: Purchase Authorization for Civic Center Building Access & Control System

SUBMITTED BY: Jeff Langhelm, Public Works Director

DEPARTMENT: Public Works

PHONE: 851-8136

SUGGESTED MOTION: Approve and authorize the Finance Department to issue a purchase order to Security Solutions Northwest for the purchase and installation of Security Upgrades to the Access Control System for the Civic Center, in an amount not to exceed \$97,436.93.

BACKGROUND INFORMATION: The current building access control equipment at the Civic Center was installed when the building was constructed in 2002. The current equipment and software are no longer supported as the vendor is no longer in business. The proposed new equipment will not only replace the existing equipment but also provide many additional security enhancements. The new equipment will include 2 new access control panels, 13 card readers/keypads, 5 duress buttons, badge printer and access cards. The proposal includes installation, wire/cable, programming, start-up, testing and training. The City will separately provide six (6) new doors for locations migrating away from wireless readers.

Through a review with both ITS and Public Works Staff Security Solutions Northwest has been determined to best fit the needs of our facilities, including the new Public Works Operations Center building.

Pursuant to Chapter 39.34 RCW, bidding is not required when purchases of materials, supplies, or equipment are made under State standard contracts or similar contracts executed by and through other local governments which have complied with state bidding requirements. Resolution 1066, Section 3.5 allows for the City to purchase through Interlocal Cooperative Purchasing Agreements. This purchase will utilize an Agreement through Washington Learning Source, using Vendor Agreement #306 with Security Solutions Northwest.

FISCAL CONSIDERATION: This purchase is funded in the 2022 City Buildings Operating Budget, Objective #2. Sufficient funding exists in the general fund to support the requested additional expenditure.

Expenditure Required: \$97,436.93	Amount Budgeted: \$90,000.00	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: N/A

ATTACHMENTS: System Proposal dated November 3, 2022

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

City of Gig Harbor
Security Upgrades

Jeff Olsen

November 3, 2022

Page 1 of 2

SYSTEM PROPOSAL

SCOPE OF WORK:

Security Solutions thanks you for the opportunity to assist you with the Security Upgrades for the City of Gig Harbor. Our pricing below provides a full turnkey proposal to upgrade your current access control system to a Genetec Security Center platform, swap card swipes to card reader/keypads, change out wireless readers to more secure wired access control readers, and add access control doors to the system. SSNW will provide all parts and labor for a fully functional Access Control System. We will provide and install new door locking hardware for swap out of wireless readers to wired readers along with new access controlled door locations. City of Gig Harbor will provide new doors for the (6) six locations that are migrating away from the wireless readers. SSNW will work with the City of Gig Harbor and their door provider to make sure the doors are set up for installation of the new door locking hardware. SSNW will also provide and install (5) five Duress Buttons and connect to the new Genetec system.

NEW ACCESS CONTROL DOORS:

- The second level of front doors, SSNW will provide and install a Card Reader/Keypad in the vestibule, (4) four single door Magnetic Door Locks with Door Contact, REX, and a new panel in the office adjacent to the vestibule. Also getting added to this panel will be the (2) two wireless readers getting swapped out to wired readers at each reception/clerk office at each side of the entrance.
- The janitor closet and the exterior door at the NW corner of the building, SSNW will provide Card Reader/Keypads and Electric Strike locks for these doors. We will run wire (Surface mounted where needed) up to the 2nd level server room where we will provide a new panel. SSNW has assumed that there is existing pathway to this location along with hatches observed at the most recent site walk.
- Also connecting to this panel on the 2nd level server room will be (4) wireless doors being swapped out to wired readers from the NW corner stairwell and the 2nd level along with the added door on the 2nd level/mezzanine area. SSNW will provide Card Reader/Keypad and Electric Strike lock for this door.

Pricing is based on the Bill of Materials listed below.

SYSTEM COMPONENTS:

<u>Qty</u>	<u>Description</u>
1	Genetec Headed
1	Access Control Panel - 1st Level on other side of vestibule wall - Controller for (3) three Access Control Doors
1	Access Control Panel - 2nd Level Server room - Controller for (7) seven Access Control Doors
4	Existing Access Controller swap out - SSNW will utilize existing enclosures and change out the controllers to Genetec
13	Card Reader/Keypad Swap out
2	Gate Card Reader/Keypad Swap out
6	Swap out Existing Wireless Readers to Wired Mortise Lock with Card Reader/Keypad
4	New Door Location Additions
6	Electric Transfer hinge
3	Electric Strike Locks with DC and REX
5	Duress Button with Wireless Connection
4	Single Door Magnetic Lock
1	Badge Printer
500	Access Control Cards/Badges
LOT	Labor: Installation, wire/cable, programming, start up, testing, training.
1	Permit

SYSTEM TOTAL		\$89,556.00	initial to accept
		+ sales tax	

City of Gig Harbor
Security Upgrades

Jeff Olsen

November 3, 2022

Page 2 of 2

THESE ITEMS ARE EXCLUDED UNLESS CHECKED YES:

Included in Scope:	Yes:	Included in Scope:	Yes:	Included in Scope:	Yes:
Shop Drawings	x	Fire Permit		Prevailing Wages	x
As-Built Drawings	x	Electrical Permit	x	Performance Bond	
Data Submittals	x	Fire Stopping		Provide Lift(s)	
Wire Supply	x	Coring		Programming	x
Wire Installation	x	Door Lock Hardware	x	POE Switches	
Conduit & Installation		Door Lock Hardware Installation	x	Testing	x
Devices	x	120v ac Power Material & Install		Training - Remote 1 hr	x
Devices Installation	x			Training - Remote 4 hr	

- Proposal is valid for 30 days from the date on this proposal
- All parts and labor are warranted for one year
- An authorized purchase order and/or contract will be required to commence work
- A system with monitoring or cloud hosting will require a contract to activate
- Additional work requested beyond the scope of this proposal will be billed at a time & material rate
- Additional parts needed to connect a cellular communicator with a weak cellular signal will be billed as an additional cost
- Customer to provide robust & reliable Wifi connection if needed
- Existing wiring or equipment to be integrated with this scope of work is assumed to be in working order and supported by the manufacturer, work and parts needed to upgrade or fix an existing system will be billed at a time and material rate
- All work to be performed during SSNW's business hours Monday - Friday 8:00 - 4:30 excluding holidays
- Work will be billed each month in increments proportionate to progress toward completion of the project
- Balance to be billed at the completion of installation, payments are due at net 30 days from invoice date

Presented by:

Jacob Deacy - 425.422.8092

Acceptance:

(please sign here)

Date



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

Meeting Date: November 28, 2022

SUBJECT: Memorandums of Understanding (MOUs) with Unions for Retention Pay Program (2022-2023)

SUBMITTED BY: Katrina Knutson, City Administrator

DEPARTMENT: Administration

PHONE: 851-6127

SUGGESTED MOTION: Move to authorize the City Administrator to sign MOUs with Teamsters 117 (Non-Supervisory Unit and Police Unit) and Teamsters 313 (Supervisory Unit) approving retention bonuses for City employees.

BACKGROUND INFORMATION:

The City of Gig Harbor wishes to offer a 2-year retention pay program for staff in response to recent nation-wide inflation and staffing challenges. The proposed retention pay program is intended to reward current staff who remain employed with the City of Gig Harbor through December 31, 2023.

The City Administrator has bargained the attached MOUs with each bargaining unit and the MOUs have been signed by their respective representatives.

FISCAL CONSIDERATION: Funds for the FY 2022 expenditure are available due to vacancies and unfilled positions in the City's 2022 Budget. Funds for the 2023 expenditure are accounted for in the proposed 2023-2024 budget.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS:

1. MOU with Teamsters 117 (Non-Supervisory Unit)
 2. MOU with Teamsters 117 (Police Unit)
 3. MOU with Teamsters 313 (Supervisory Unit)
-

STRATEGIC PLAN PRIORITY: Foster a healthy City organization

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Gig Harbor ("City") and Teamsters Local No. 117 representing the General Non-Supervisory Unit ("Union").

WHEREAS, the City is offering a 2-year retention pay program in response to recent nation-wide inflation and staffing challenges; and

WHEREAS, the retention pay is intended to reward current staff who remain employed through December 31, 2023;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed by and between the City and the Union as follows:

1. The City will make a lump sum payment of \$1,250 to each eligible Union member who remains continuously employed with the City from the effective date of this MOU, to include any pending good faith employment offers, through December 31, 2022. This payment will be made in eligible employees' final paycheck for 2022 and is subject to standard payroll withholdings.
2. The City will make a lump sum payment of \$2,750 to each eligible Union member who remains continuously employed with the City from the effective date of this MOU, to include any pending good faith employment offers, through December 31, 2023. This payment will be made in eligible employees' final paycheck for 2023 and is subject to standard payroll withholdings.
3. Employees hired after the effective date of this MOU are not eligible for any retention payments under this MOU.
4. Payments made under this MOU are on a non-precedent setting basis and do not establish a past practice. This MOU shall not be used or cited by the City or the Union as precedent in any future dispute or grievance.
5. This MOU is not a guarantee of continued employment. The City retains all existing rights to terminate employment in accordance with the applicable CBA.
6. The venue for any action to enforce or interpret this MOU shall be through the grievance process provided in the applicable CBA between the City and the Union.
7. This MOU is effective when signed by both parties.

CITY OF GIG HARBOR

TEAMSTERS LOCAL NO. 117

Date: _____



Date: 11.14.22

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Gig Harbor ("City") and Teamsters Local No. 117 representing the Police Unit ("Union").

WHEREAS, the City is offering a 2-year retention pay program in response to recent nation-wide inflation and staffing challenges; and

WHEREAS, the retention pay is intended to reward current staff who remain employed through December 31, 2023;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed by and between the City and the Union as follows:

1. The City will make a lump sum payment of \$1,250 to each eligible Union member who remains continuously employed with the City from the effective date of this MOU, to include any pending good faith employment offers, through December 31, 2022. This payment will be made in eligible employees' final paycheck for 2022 and is subject to standard payroll withholdings.
2. The City will make a lump sum payment of \$2,750 to each eligible Union member who remains continuously employed with the City from the effective date of this MOU, to include any pending good faith employment offers, through December 31, 2023. This payment will be made in eligible employees' final paycheck for 2023 and is subject to standard payroll withholdings.
3. Employees hired after the effective date of this MOU are not eligible for any retention payments under this MOU.
4. Payments made under this MOU are on a non-precedent setting basis and do not establish a past practice. This MOU shall not be used or cited by the City or the Union as precedent in any future dispute or grievance.
5. This MOU is not a guarantee of continued employment. The City retains all existing rights to terminate employment in accordance with the applicable CBA.
6. The venue for any action to enforce or interpret this MOU shall be through the grievance process provided in the applicable CBA between the City and the Union.
7. This MOU is effective when signed by both parties.

CITY OF GIG HARBOR

TEAMSTERS LOCAL NO. 117

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Gig Harbor ("City") and Teamsters Local No. 313 representing the Supervisory Unit ("Union").

WHEREAS, the City is offering a 2-year retention pay program in response to recent nation-wide inflation and staffing challenges; and

WHEREAS, the retention pay is intended to reward current staff who remain employed through December 31, 2023;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed by and between the City and the Union as follows:

1. The City will make a lump sum payment of \$1,250 to each eligible Union member who remains continuously employed with the City from the effective date of this MOU, to include any pending good faith employment offers, through December 31, 2022. This payment will be made in eligible employees' final paycheck for 2022 and is subject to standard payroll withholdings.
2. The City will make a lump sum payment of \$2,750 to each eligible Union member who remains continuously employed with the City from the effective date of this MOU, to include any pending good faith employment offers, through December 31, 2023. This payment will be made in eligible employees' final paycheck for 2023 and is subject to standard payroll withholdings.
3. Employees hired after the effective date of this MOU are not eligible for any retention payments under this MOU.
4. Payments made under this MOU are on a non-precedent setting basis and do not establish a past practice. This MOU shall not be used or cited by the City or the Union as precedent in any future dispute or grievance.
5. This MOU is not a guarantee of continued employment. The City retains all existing rights to terminate employment in accordance with the applicable CBA.
6. The venue for any action to enforce or interpret this MOU shall be through the grievance process provided in the applicable CBA between the City and the Union.
7. This MOU is effective when signed by both parties.

CITY OF GIG HARBOR

TEAMSTERS LOCAL NO. 313

DocuSigned by:



979D249561EF49A...

Date: _____

Date: 11/14/2022



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

Meeting Date: November 28, 2022

SUBJECT: Grant Deed of Conservation Easement to Great Peninsula Conservancy

SUBMITTED BY: Katrina Knutson, City Administrator

DEPARTMENT: Administration

PHONE: 851-6127

SUGGESTED MOTION: Move to authorize the Mayor to sign a Grant Deed of Conservation Easement to Great Peninsula Conservancy for the Phase 3 of the North Creek Salmon Heritage Area.

BACKGROUND INFORMATION: The City acquired the Phase 3 of the North Creek Salmon Heritage Area consisting of approximately 5 acres immediately north of Donkey Creek Park on September 1, 2022. The City's intent is to preserve this land in its natural state, with the possibility of minor park improvements in the future. Since the City purchased this property without assistance from a third party, there was no mechanism in place to formally require or effectuate a conservation easement on the property.

The City Council discussed the need for a conservation easement at a study session on September 15, 2022 with direction to staff to pursue a conservation easement from the Great Peninsula Conservancy (GPC). GPC agreed to provide the conservation easement at no cost to the city.

Staff has negotiated the terms of the conservation easement and it is provided here for Council approval.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS:

1. Grant Deed of Conservation Easement to Great Peninsula Conservancy
-

STRATEGIC PLAN PRIORITY: Promote environmental sustainability and preserve Gig Harbor's natural beauty

FILED FOR RECORD AT REQUEST OF:

Great Peninsula Conservancy
423 Pacific Avenue, Suite 300
Bremerton, WA 98337
(360) 373-3500

GRANT DEED OF CONSERVATION EASEMENT

Grantor: City of Gig Harbor

Grantee: GREAT PENINSULA CONSERVANCY

Abbreviated Legal: Parcel A of Declaration of Boundary Line Adjustment, Rec. No. 200902250099, being ptn of SW1/4 of NE1/4 in STR 6-21-2E, W.M., in Pierce County

Full legal description attached as Exhibit A (p. 23)

Tax Account No: 0221061107

THIS GRANT DEED OF CONSERVATION EASEMENT (“Easement”) is made this ____ day of _____, 2022 (“Effective Date”) by City of Gig Harbor, a Washington municipal corporation (“Owner”) in favor of GREAT PENINSULA CONSERVANCY, a Washington non-profit corporation (“Holder”).

Table of Contents

Article 1 – RECITALS 2

Article 2 – GRANT OF EASEMENT 4

Article 3 – CONSERVATION PURPOSES 5

Article 4 – LAND USE RESTRICTIONS 5

Article 5 – OWNER’S RESERVED RIGHTS 7

Article 6 – HOLDER’S RIGHTS AND REMEDIES..... 9

Article 7 – BASELINE DOCUMENTATION 12

Article 8 – GENERAL PROVISIONS 12

Article 9 – SCHEDULE OF EXHIBITS..... 19

ARTICLE 1 – RECITALS

Section 1.1. The Protected Property.

- A. Owner is the current owner in fee simple of certain real property in Gig Harbor, Pierce County, Washington (the "Protected Property"), inclusive of all standing and downed timber situated on the same, as legally described in Exhibit A attached hereto (Legal Description) and as shown on the site plan in Exhibit B attached hereto (Site Map), which exhibits are incorporated herein by this reference. In the event of a conflict between the legal description and the site plan, the legal description shall control.
- B. The Protected Property is part of the North Creek Watershed on the Kitsap Peninsula. The Protected Property consists of approximately five (5) acres of forest that provides habitat for native wildlife and possesses open space (for forest habitat and public passive recreation) and scenic values as described herein. The Protected Property is contiguous with more than fifteen acres of forested open space owned by the City of Gig Harbor and managed as open space for public recreation, forest habitat, and stream and riparian habitat along North Creek. The Protected Property contains an existing gravel driveway that provides access to the Protected Property from Harborview Drive.

Section 1.2. Conservation Values. As noted in the Baseline Documentation Report (see Article 8 of this Easement), the Protected Property is predominately open space. The "Conservation Values" of the Protected Property are composed of open space (for forest habitat and public passive recreation) and scenic values described as follows:

- A. The Protected Property includes a forest of Douglas fir, western hemlock, western red cedar, and big leaf maple with an understory of salal, evergreen huckleberry, bracken fern, and sword fern. It provides native habitat for a variety of wildlife, including deer, small mammals, and eagles.
- B. The Protected Property, which is located adjacent to more than fifteen acres of open space owned by The City of Gig Harbor and managed as open space for forest habitat and public recreation, provides connectivity and enhanced corridor opportunities for species of wildlife near the mouth of North Creek into Gig Harbor. The Protected Property provides open space qualities for the enjoyment of the general public in downtown Gig Harbor, with proximity to existing open space recreation opportunities include City of Gig Harbor's Donkey Creek Park and the region non-motorized Cushman Trail.
- C. The Protected Property, located nearby to North Creek and mouth of North Creek into Gig Harbor, provides water infiltration and supports the water quality of North Creek and Gig Harbor.

- D. Additionally, the Protected Property provides scenic forested views from downtown Gig Harbor and from Harborview Drive, a main thoroughfare for the community.

The Protected Property enhances the rural character of and wildlife habitat of Pierce County and its Conservation Values are of major importance to Owner, Holder and the people of Gig Harbor, Pierce County and the State of Washington.

Section 1.3. Public Benefit. The protection of open space (including forested habitat) near where people live and work has significant social and aesthetic values that contribute to the welfare and well-being of the citizens of the state as a whole.

- A. The State of Washington has recognized the importance of private efforts toward the preservation of natural systems by enactment of Washington's conservation easement statute, Revised Code of Washington ("RCW") 64.04.130.
- B. Under the Washington State Open Space Act, chapter 84.34 RCW, eligible lands include lands designated by the County or lands such as the Protected Property where the preservation in its present use would conserve and enhance natural resources and open spaces. Pursuant to RCW 84.34.200, the State has found that the preservation and maintenance of open spaces having significant social or aesthetic values constitute important assets to existing and impending urban and metropolitan development, at the same time that they continue to contribute to the welfare and well-being of the citizens of the state as a whole.

Section 1.4 Contribution to Area-Wide Conservation. The protection of the Protected Property through this Easement will result in the conservation of over twenty (20) contiguous acres of land within the North Creek watershed.

Section 1.4 Visual Access. Preservation of the Protected Property will protect the general public's visual access to open space (including forested habitat).

Section 1.4. Qualifications of Holder. Holder is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, and also qualified as a non-profit nature conservancy corporation under RCW 64.04.130 and RCW 84.34.250, whose primary purpose is the conservation, preservation and enhancement of the waters, wetlands, aquatic and terrestrial wildlife habitats, forestlands, scenic areas, open spaces, recreational lands, and agricultural lands of or in proximity to Kitsap County, Mason County, and that part of Pierce County westerly of the Tacoma Narrows of Puget Sound.

Section 1.5. Perpetuity. Owner and Holder are committed to protecting and preserving the Conservation Values of the Protected Property (see Section 1.2) in perpetuity. Accordingly, this Easement is binding upon Owner and all future owners of the Protected

Property and conveys to Holder the right to preserve and protect the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

Section 1.6. Recitals Incorporated By Reference. The above Recitals are incorporated into this Easement by this reference.

ARTICLE 2 – GRANT OF EASEMENT

Section 2.1. Grant of Conservation Easement. Owner, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Washington, in particular RCW 64.04.130 and chapter 84.34 RCW, hereby grants, conveys, and warrants to Holder and its successors and assigns a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth in this Easement, subject only to the restrictions set forth in this Easement.

Section 2.2. Owner Intent. Owner expressly intends that this Easement runs with the land and that this Easement shall be binding upon Owner's representatives, heirs, successors, and assigns.

Section 2.3. Conveyance of Real Property Interest. This conveyance is a conveyance of an interest in real property under the provisions of RCW 64.04.130, and is made as an absolute, unconditional, unqualified, and completed conveyance subject only to the mutual covenants and restrictions hereinafter set forth and title matters of record as of the Effective Date, as specifically described in Exhibit C attached hereto (Title Exceptions), which exhibit is incorporated herein by this reference, and for no other consideration whatsoever other than Holder's willingness to honor the intentions of Owner stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property).

Section 2.4. Acceptance of Conservation Easement. Holder accepts this grant to honor the intentions of Owner stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property.

Section 2.5. Grant of Access Easement. Owner grants and conveys to Holder a perpetual easement for purposes of pedestrian, vehicular and all other reasonable modes of access, ingress and egress over and across the Protected Property to enable Holder to physically access the Protected Property in order to take any action permitted or required in this Easement.

Section 2.6. Water Rights. This Easement does not transfer any water or water rights to Holder.

ARTICLE 3 – CONSERVATION PURPOSES

The purposes of this Easement (collectively “Purposes”) are:

- A. To preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of the public, including without limitation the open space (for forest habitat and public passive recreation) and scenic values of the Protected Property (see Section 1.2 above); and
- B. To confine the development, management, and use of the Protected Property to activities that are consistent with the preservation of its Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

ARTICLE 4 – LAND USE RESTRICTIONS

No activity on or use within the Protected Property that is inconsistent with the stated Purposes of this Easement will be allowed and Owner agrees not to conduct, engage in or permit any such activity or use. Without limiting the generality of the foregoing, the activities and uses listed below are expressly prohibited with respect to the entire Protected Property, except as expressly provided to the contrary in Article 5 of this Easement.

Section 4.1. Subdivision. The Protected Property may not be divided, subdivided or de facto subdivided, which includes, but is not limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, partition or other process by which the Protected Property is divided into lots or which title to different portions of the Protected Property are held by different owners.

Section 4.2. Commercial and Industrial Use. The Protected Property shall be used for educational, recreational and open space purposes only. No residential, commercial, industrial, motorized recreational, or mining activities or uses shall be permitted at the Protected Property; provided, however, that this prohibition on commercial activities or uses shall not be interpreted to prevent use of the Protected Property for passive recreational or educational activities that may have a de minimis commercial nexus (such as paid guided walks by educators, paid photography course, or the like).

Section 4.3. Residential Development. No residential use or development of residential structures or improvements on the Protected Property is allowed; provided that the grantee of that certain Easement Agreement recorded in the official records of Pierce County, Washington, under Auditor’s File No. 200303190613 is permitted to maintain and repair its residential structure that encroaches on the Protected Property (as shown on the Exhibit B Site Map) in the manner and duration described in said agreement (“Residential Encroachment”). Owner agrees not to use or transfer any development

rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property to any other property, except as specifically permitted under this Easement.

Section 4.4. Structures and Improvements. No temporary or permanent buildings, structures, appurtenant facilities, utilities, roads, or other improvements of any kind may be placed or constructed on the Protected Property, except as specifically authorized in Article 5.

Section 4.5. Recreational Facilities. Establishing developed recreational facilities, such as campgrounds, athletic fields, or sport court complexes is prohibited. The following shall not be considering “recreational facilities” for purpose of this Section, and shall be permitted as set for in Section 5: trails; information and educational kiosks; picnic areas and shelters; park benches; and viewpoints.

Section 4.6. Rights of Way. No rights-of-way, easements of ingress or egress, driveways, roads, utility lines, water lines, pipes, fuel tanks, waste disposal systems, other easements, or other use restrictions shall be constructed, developed, granted, or maintained into, on, over, under, or across the Protected Property, without the prior written permission of Holder, except as otherwise specifically permitted under this Easement or allowed as one of the Title Exceptions. Holder may grant permission for Owner to grant any rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements, or other use restrictions, if it determines, in its sole discretion, that any such rights-of-way, easements of ingress or egress, driveways, roads, utility lines, other easements or other use restrictions are consistent with the Purposes of this Easement.

Section 4.7. Waste Disposal. The placement, collection, disposal or storage of trash, human waste, used vehicles old machinery, hazardous materials or any other unsightly or offensive material on the Protected Property shall not be permitted; provided, however, that this prohibition of the disposal of waste on the Protected Property shall not be interpreted to prevent the placement of trash receptacles and the regular removal of trash from such receptacles or the composting of excess brush and other plant material resulting from activities permitted by this Easement.

Section 4.8. Signs. No billboards, commercial signs or outdoor advertising of any kind shall be erected or displayed on the Protected Property; provided, however, that this prohibition on certain signage shall not be interpreted to prevent the placement of small and unlighted directional signage or interpretive educational signage regarding the Protected Property’s Conservation Values, park identification signs, and park rules signage determined necessary by Grantor. Owner agrees that any signs erected or displayed on the Protected Property will be designed and located to avoid or minimize impact on the Conservation Values of the Protected Property.

Section 4.9. Vegetation Management. Owner acknowledges that dead trees, whether standing or not, provide important benefits for wildlife and plant communities. No removal, cutting, pruning, trimming, or mowing of any trees or other vegetation, living or dead, and

no introduction of non-native species is allowed on the Protected Property, except as specifically authorized in Article 5 or set forth below:

- A. As reasonably required to construct and maintain improvements related to activities or uses specifically permitted by this Easement, provided that vegetation will be restored following any construction to a condition consistent with the Purposes of this Easement.
- B. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury, or property damage.
- C. In conjunction with the establishment and maintenance of unpaved footpaths and the Parking Area as specifically permitted in Article 5 of this Easement.
- D. In accordance with activities permitted in this Easement or habitat management as specifically permitted in Article 5 below.
- E. As reasonably required to remove snags or over-mature trees that are located dangerously close to permitted structures, driveways or trails on the Protected Property, or adjacent roads, public structures, or private homes.
- F. This Section is not intended to prohibit the Owner's ability to invite indigenous tribes to engage in cultural gathering on the Protected Property, including but not limited to the harvesting and gathering of cedar bark, berries, grasses, and other cultural plants consistent with the Purposes set forth in this Easement.

Section 4.10. Topography and Surface Alteration. No alteration or change in the topography of the surface of the Protected Property is allowed. Prohibited alterations include, without limitation, ditching, draining, filling, excavation, removal of soil, sand, gravel, rock or other materials, except as incidental to activities or uses within the Protected Property that are specifically permitted by this Easement.

ARTICLE 5 – OWNER'S RESERVED RIGHTS

Owner retains all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. Owner may not, however, exercise these rights in a manner that would adversely and materially affect the Conservation Values of the Protected Property. Additionally, Owner must give Holder written notice with opportunity to object before Owner exercises any reserved right that might have an adverse effect on the Conservation Values associated with the Protected Property. Without limiting the generality of the above, Owner expressly reserves the following rights for Owner and for others as allowed by Owner.

Section 5.1. Right to Convey. Owner may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property; provided that:

- A. Any conveyance or encumbrance of the Protected Property is subject to this Easement.

- B. Owner will reference or insert the terms of this Easement in any deed or other document by which Owner conveys title to the Protected Property, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Great Peninsula Conservancy, by instrument dated _____, 2022, and recorded in the office of the Auditor of Pierce County under Auditor's File No. _____." The failure to include such language in any deed or instrument shall not affect the validity of this Easement or its applicability to such property.
- C. Owner will notify Holder of any conveyance of fee title to the Protected Property within fifteen (15) days after closing and will provide Holder with the name and address of the new owner and a copy of the deed transferring title.
- D. If the Protected Property is owned in trust, Owner shall notify Holder of any change in trustees and provide Holder with the names and addresses of successor trustees.
- E. The enforceability or validity of this Easement will not be impaired or limited by any failure of Owner to comply with this subparagraph.

Section 5.2. Recreational and Educational Uses. Owner may use the Protected Property for hiking on trails, nature observation or study, picnicking, and other similar low-impact passive recreational and educational programs or activities. Minor structures such as benches, picnic tables, trail barriers, and informational kiosks may be placed on the Protected Property in conjunction with these activities.

Section 5.3. Habitat Management. Grantor may undertake habitat management, restoration, or enhancement activities on both land and water resources of the Property to further the Purpose of this Conservation Easement, provided that such activities are conducted in accordance with sound conservation management practice, consistent with the Purposes, terms, and conditions of this Conservation Easement, and in consultation with the Grantee for consistency with this Conservation Easement. Such activities may include, but not be limited to, tree and vegetation planting and restoration, removal and management of trees and vegetation, controlled burns, management of invasive weeds, and collection of biological specimens.

Section 5.4. Trails. Owner may clear, construct and maintain pedestrian trails using non-impervious surfaces and materials for non-motorized access within and across the Protected Property in a manner and intensity that does not adversely and materially affect the Conservation Values of the Protected Property. This section shall not be interpreted to prohibit activities permitted or required under the Americans with Disabilities Act, including but not limited to use of wheelchairs, mobility aids, and other power-driven mobility devices on the Protected Property's trails.

Section 5.5. Picnic Structure. Owner may construct, repair, and maintain one (1) permanent picnic structure (the "Picnic Structure") and shall be located to avoid or minimize impact on the Conservation Values of the Protected Property. Owner shall secure the written approval of Holder prior to the construction of any such minor structure, which approval shall not be unreasonably withheld or conditioned, provided that the structure complies with the requirements of this Section and location of the Picnic Shelter is consistent with the Purposes of this Easement.

Section 5.6. Parking Area. Owner may construct, maintain, and improve one (1) parking area (the "Parking Area") to provide public access to the Protected Property. The Parking Area shall not accommodate more than ten (10) single parking spaces. The Parking Area shall be located to avoid or minimize impact on the Conservation Values of the Protected Property. Owner shall secure the written approval of Holder prior to the construction of the Parking Area, which approval shall not be unreasonably withheld or conditioned, provided that the Parking Area complies with the requirements of this Section and the location of the Parking Area is consistent with the Purposes of this Easement.

Section 5.7. Existing Improvements. Owner may maintain, repair and replace improvements documented in the Baseline Documentation Report as existing as of the Effective Date of this Easement, including the gravel driveway from Harborview Avenue and utilities present on the Protected Property.

Section 5.8. Public Health and Safety. Owner may take action to prevent or control erosion or to protect public health and safety.

Section 5.9. Emergency Action. Owner may take any and all emergency action in response to a natural disaster, environmental hazards, or threats to human safety, structures, or improvements to preserve and protect its rights in the Protected Property and to protect the health and safety of the public. Holder shall be notified of any such emergency action in a timely manner.

ARTICLE 6 – HOLDER'S RIGHTS AND REMEDIES

In order to accomplish the purposes of this Easement, Holder has the rights and remedies described in this Article.

Section 6.1. Right to Enter. Holder, its designee(s) and agent(s), have the right to enter the Protected Property for the following purposes:

- A. To monitor on a regular basis compliance with and to enforce the terms of this Easement. Such entry shall be upon prior reasonable notice to Owner, except in cases where Holder determines that immediate entry is required to prevent, terminate, or mitigate a violation of the Easement.

- B. To obtain evidence for use in seeking judicial or other enforcement of this Easement.
- C. To survey or otherwise mark the boundaries of all or part of the Protected Property, at Owner's expense, if necessary to determine whether there has been or may be a violation of this Easement.
- D. To otherwise exercise its rights under this Easement.
- E. For educational and scientific purposes to observe and study the Protected Property, or for other purposes allowed by Owner consistent with this Easement, upon prior arrangement with Owner.

Section 6.2. Dispute Resolution. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, the parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may request mediation. If mediation is not satisfactory to the other party, such party may bring an action in Pierce County Superior Court which shall review the matter de novo and which shall have full jurisdiction to grant relief consistent with Section 6.3 hereof. Nothing herein contained shall prevent the parties from agreeing to submit this matter to mediation and/or arbitration.

Section 6.3. Right of Enforcement. Holder has the right to prevent or remedy violations of this Easement through appropriate judicial action brought against Owner or other responsible party in any court of competent jurisdiction

- A. Notice. Holder may not initiate its remedies under this Easement until Owner has been given notice of the violation, or threatened violation, of this Easement and thirty (30) days to correct the situation (provided that if more time is reasonably required, then Owner shall have such additional time so long as it commences to correct the situation within the initial (30) day period and thereafter diligently pursues the same to completion). This provision shall not apply if, in the sole discretion of Holder, immediate action is necessary to prevent or mitigate significant damage to the Protected Property, or if reasonable, good faith efforts to notify Owner are unsuccessful.
- B. Remedies. Remedies available to Holder to enforce this Easement include: (1) temporary or permanent injunctive relief for any violation or threatened violation of this Easement; (2) restoration of the Protected Property to its condition at the time before the subject violation or unauthorized activity; (3) specific performance or declaratory relief; (4) cost recovery resulting from a violation of this Easement or injury to any Conservation Value protected by this Easement, including without limitation damages for loss of environmental, aesthetic and scenic values; and (5) reporting any environmental concerns or conditions or any actual or potential violations of any environmental or related laws to appropriate regulatory agencies. Without limiting Owner's liability in any way,

Holder, in its sole discretion, may apply any award of damages recovered as the results of Owner's violation of the terms of this Easement to the cost of undertaking corrective or restoration action by Owner's violation of the terms of this Easement.

Holder is entitled to seek expedited relief, *ex parte* if necessary, and shall not be required to post any bond applicable to a petition for such relief.

- C. Costs of Enforcement. Owner will be responsible for all reasonable costs incurred by Holder in enforcing this Easement, including without limitation costs of suit, attorneys' fees, and expenses related to restoration of the Protected Property. If, however, Holder ultimately prevails in a judicial enforcement action, Owner shall be responsible for all reasonable fees and costs that Holder incurs in enforcing the purposes or terms of this Easement, including, without limitation, the following: fees or costs of investigation, negotiation, mediation, settlement, suit, attorneys' fees, experts' fees, consultants' fees, staff time, and fees or costs of restoration, remediation, or resolution of damage or harm to the Conservation Values that this Easement protects. However, if Owner ultimately prevails in full in a judicial enforcement action, then Holder and Owner shall each be responsible for their own respective fees and costs. If Holder prevails in part and Owner prevails in part, then Holder and Owner shall each be responsible for their own respective fees and costs.
- D. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the discretion of Holder. Holder will not waive or forfeit (or be deemed to waive or forfeit) the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of Holder in discovering a violation or initiating enforcement proceedings.
- E. Acts Beyond Owner's Control. Holder may not bring any action against Owner for any change to the Protected Property resulting from causes beyond Owner's control, such as: (1) changes caused by fire, flood, storm, or natural deterioration (2) the unauthorized acts of third parties or (3) reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage to the Conservation Values resulting from such causes. This paragraph shall not be construed to relieve Owner of the obligation to clean-up garbage or materials dumped on the Protected Property by third parties or to otherwise maintain the Protected Property in a condition consistent with the purposes of this Easement.
- F. Trespassers. In the event the terms of this Easement are violated by acts of trespassers and Holder has initiated a suit against the trespasser for such violation, Owner agrees, at Holder's option and expense, to join in any such suit, to assign its right of action to Holder, or to appoint Holder its attorney in fact, for the purpose of pursuing the enforcement action against the

trespassers. Under such circumstance, Holder, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking and any corrective action on the Protected Property.

Section 6.4. Signs. Holder may place on the Protected Property small and unlighted signs that identify the land as protected by this Easement. The number and location of any such signs are subject to Owner's prior written approval, which approval shall not be unreasonably conditioned or withheld.

Section 6.5. Development Rights. Owner hereby grants to Holder all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Property; and Owner and Holder agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Protected Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Protected Property or any other property.

Section 6.6. Invasive Species Management. If there is reasonable evidence of the uncontrolled encroachment of invasive species of tree, shrub or weed, Holder shall have the right, but not the obligation, to enter upon the Protected Property at Holder's option and expense and upon thirty (30) days prior written notice to Owner, to eradicate invasive plants. The failure of Holder to exercise this right at any time shall not bar it from doing so at a later time.

ARTICLE 7 – BASELINE DOCUMENTATION

The specific Conservation Values of the Protected Property (see Section 1.2 of this Easement) are documented in a report of relevant features (including both natural and human-made attributes) of the Protected Property dated _____ on file at the offices of Holder and incorporated by this reference ("Baseline Documentation Report"), which consists of maps, photographs, and supporting text that the parties agree provide, collectively, an accurate representation of the Protected Property at the time of this Easement and which is intended to serve as an objective baseline of information for monitoring compliance with the terms of this Easement. Owner and Holder have acknowledged in a signed statement, a copy of which is attached to this Easement as Exhibit D and incorporated herein, that the Baseline Documentation Report accurately represents the currently available baseline data regarding the condition of the Protected Property as of the Effective Date. The Baseline Documentation Report, however, is not intended to preclude the use of other information and evidence to establish the present condition of the Protected Property in the event of a future controversy. In any conflict or inconsistency between the terms of this Easement and the Baseline Documentation Report, the terms of this Easement shall control.

ARTICLE 8 – GENERAL PROVISIONS

Section 8.1. Maintenance and Repairs. It is hereby agreed that the construction, maintenance and repair of any buildings, structures or improvements on the Protected Property, or any use of the Protected Property otherwise permitted under this Easement, shall be Owner's sole responsibility and at its sole expense and shall be performed in accordance with all applicable ordinances, statutes, and regulations of applicable governmental authorities.

Section 8.2. No Grant of Public Access. No right of entry or physical access by the general public to any portion of the Protected Property is conveyed by this Easement. Owner and future owners of the Protected Property may, but are not required to, invite or allow the general public to visit the Protected Property from time to time, as long as such visitors and invitees comply with the provisions of this Easement.

Section 8.3. Assignment. This Easement may be assigned or transferred by Holder to any entity which is a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and which is authorized to hold conservation easements under Washington law. Any future holder of this Easement will have all of the rights conveyed to Holder by this Easement. As a condition of any assignment or transfer, Holder will require and secure in writing an undertaking by any future holder of this Easement to continue to carry out the Purposes of this Easement.

Holder will notify Owner of any assignment within fifteen (15) days of the assignment and will provide Owner with the name and address of the assignee.

Section 8.4. Succession. If at any time it becomes impossible for Holder to ensure compliance with the covenants contained herein and Holder has not named a successor organization or has not assigned this Easement in accordance with Section 9.3, or if Holder ceases to exist, then its rights and duties hereunder shall vest and fall upon an entity with purposes similar to Great Peninsula Conservancy, constituting a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code (or corresponding provision of any future statute), or shall vest in such organization as a court of competent jurisdiction directs, pursuant to the applicable Washington law and the Internal Revenue Code (or corresponding provision of any future statute) and with due regard to the Purposes of this Easement.

Section 8.5. Amendment. Owner and Holder recognize that rare and unexpected circumstances could arise that justify amendment of certain terms, covenants or restrictions contained in this Easement. In addition, some activities or uses of the Protected Property that are compatible with the Purposes of this Easement may not have been anticipated at the time this Easement was granted. Therefore, this Easement may be amended only by mutual agreement of Owner and Holder; provided that Holder determines in its sole discretion that such amendment furthers or does not materially detract from the Purposes of this Easement and meets the other requirements of this section. Nothing in this section shall require Owner or Holder to agree to any amendment.

All amendments shall conform to all of Holder's policies in effect at the time of the amendment, including without limitation Holder's Conservation Easement Amendment Policy. No amendment shall be allowed under this section that would adversely affect the qualifications of this Easement as a charitable gift or the status of Holder under Section 170(h) of the Internal Revenue Code or any other applicable laws. Any such amendment shall be consistent with the Purposes of this Easement and intent to protect such conservation purposes in perpetuity, shall not affect its perpetual duration, shall not result in the release of any portion of the Protected Property from permanent protection under this Conservation Easement absent extinguishment of the Easement as to such portion of the Protected Property in accordance with the provisions of Section 10.5 through 10.9 below, and shall not permit any impairment of the significant Conservation Values of the Protected Property. In addition, any such amendment or shall clearly serve the public interest and be consistent with the charitable purposes of Holder, comply with all applicable federal, state and local laws, not result in private inurement or confer impermissible private benefit, be consistent with the documented intent of Owner granting the Easement and any direct funding source, and have a net beneficial or neutral effect on the relevant Conservation Values of the Protected Property protected by the Easement.

Section 8.6. Proportionate Value. Notwithstanding that this Easement is an obligation, and not a financial asset, Owner and Holder agree that the donation of this perpetual Easement gives rise, for purposes of this Easement, to a property right immediately vested in Holder, with a fair market value that is at least equal to the proportionate value that the Easement, determined as of the Effective Date, bears to the value of the Protected Property as a whole at that time. The proportionate value of Holder's property right is a percentage of the value of the Protected Property as a whole that never changes as set forth in Treas. Reg. § 1.170A-14(g)(6)(ii) or any successor regulation. Such proportionate share is the percentage determined by (1) the fair market value of this Easement on the Effective Date of the grant (numerator), over (2) the fair market value of the Protected Property as a whole on the Effective Date of the grant (denominator).

Section 8.7. Extinguishment. This Easement may be extinguished, in whole or in part, only through a judicial proceeding in a court of competent jurisdiction and only under one of the following circumstances: (1) if unexpected change in the conditions of or surrounding the Protected Property makes the continued use of the Protected Property for the Purposes set out above impossible or impractical to achieve; or (2) pursuant to the proper exercise of the power of eminent domain.

Owner recognizes that uses of the Protected Property prohibited by this Easement may, in the future, become more economically viable than those uses permitted by the Easement. Owner also recognizes that neighboring properties may, in the future, be put entirely to uses not permitted on the Protected Property by this Easement. Owner and Holder believe that such changes will increase the public benefit provided by this Easement. Therefore, such changes are not considered unexpected changes and will not

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CONSERVATION EASEMENT

be deemed to be circumstances justifying the extinguishment of this Easement as otherwise set forth above.

Section 8.8. Proceeds. If this Easement is extinguished or terminated in whole or in part, Holder is absolutely entitled to a portion of any proceeds of a sale, exchange or involuntary conversion of the Protected Property in an amount that is equal to the greater of the following amounts: (a) The fair market value of this Easement as of the date of the extinguishment or termination; or (b) The proportionate value of this Easement as provided for in Section 9.6 above. Such payment shall be made to Holder no later than the first subsequent sale, exchange, or involuntary conversion of the thereafter unrestricted property following the termination. The Holder's right to proceeds shall remain a lien against the Protected Property following the termination of the Easement in accordance with the terms of this paragraph until the Holder's proportional interest is paid to Holder in full. Holder will use its share of any proceeds in a manner consistent with the Purposes of this Easement.

Section 8.9. Eminent Domain. If ever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Owner and Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by Owner and Holder in this action shall be paid out of the recovered proceeds and the proceeds remaining after the payment of such expenses shall be allocated in accordance with Section 9.8 above.

Section 8.10. Warranties and Environmental Compliance. Owner represents and warrants as follows:

- A. Owner is the sole owner of the Protected Property in fee simple (including without limitation all minerals and mineral rights) and has the right and ability to convey this Easement to Holder.
- B. The Protected Property is free and clear of all financial encumbrances, including without limitation mortgages, deeds of trust and liens.
- C. Owner has no actual knowledge of any use or release of hazardous waste or toxic substances on the Protected Property (including without limitation soil, groundwater and surface water) that is in violation of any environmental laws or in any way harmful or threatening to human health or the environment. Owner covenants that it will comply with all applicable environmental laws in using the Protected Property and that it will keep the Protected Property free of any material environmental defect, including, without limitation, contamination from hazardous or toxic substances. As used in this Easement, the term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.

- D. Owner is solely responsible and Holder has no responsibility whatsoever for the operation of the Protected Property or the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend, and this Easement shall not be construed, such that: (i) it creates in Holder the obligations or liabilities of an "owner" or "operator" as those words are defined and used in environmental laws, including, without limitation, CERCLA, the Washington State Model Toxics Control Act, chapter 70.105D RCW ("MTCA") or any successor or related law; or (ii) it creates in Holder obligations or liabilities of a person described in 42 U.S. Code §9607(a)(3), RCW 70.105D.040 or any successor or related law.
- E. Owner represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Protected Property or any portion thereof relating to or arising out of the ownership or use of the Protected Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.
- F. Owner represents and warrants that the person executing this Easement on its behalf has the authority and legal right to execute this Easement and to bind Owner to the terms of this Easement.

Section 8.11. Taxes and Assessments. Owner shall pay all real estate taxes and assessments levied against the Protected Property, including any levied against the interest of Holder created by this Easement. Holder may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to full reimbursement from Owner. If Holder is ever required to pay any taxes or assessments on its interest in the Protected Property, Owner shall reimburse Holder for the same.

Section 8.12. Costs and Liabilities. Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property. Owner shall hold harmless, indemnify, and defend Holder and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) a breach of the representations, covenants and warranties provided in Section 8.10; (2) injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, except to the extent caused by the willful or negligent acts of any of the Indemnified Parties; (3) the obligations specified in Sections 8.1 and 8.11; (4) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement, including without limitation, CERCLA, MTCA or

any successor or related law, by any person other than any of the Indemnified Parties; (5) the presence or release in, on, or from the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or polluting to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (6) the existence or administration of this Easement.

Section 8.13. Notice and Approval. Any notice or request for approval required by this Easement must be written and delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at its notice address:

Owner:	Holder:
City of Gig Harbor	Great Peninsula Conservancy
3510 Grandview Street	423 Pacific Ave, Suite 300
Gig Harbor, WA 98335	Bremerton, WA 98337
Attn: City Clerk	Attn: Stewardship

Either Owner or Holder may, by proper notice to the other, designate another address for the giving of notices. All notices shall be deemed given on the third day following the date the notice is mailed in accordance with this Section or on the date personally delivered.

- A. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least 90 days prior to the date proposed for initiating the activity in question.
- B. Content. The notice or request for approval must include sufficient information to allow Holder to make an informed decision on whether any proposed activity is consistent with the terms, conditions and purposes of this Easement. At a minimum, such information will include (1) the location, nature, timetable, and scope of the proposed activity, (2) the proposed use, design, and location of any building, structure or improvement and (3) the potential impact on the Conservation Values of the Protected Property.
- C. Approval. Holder may withhold its approval if it determines that the proposal is inconsistent with the terms, conditions or purposes of this Easement or lacks sufficient information to allow Holder to reach an informed decision. Holder may condition its approval on Owner's acceptance of modifications, which would, in Holder's judgment, make the proposed activity consistent with the Easement or otherwise meet Holder's concerns.

Section 8.14. Binding Effect. This Easement will run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the current Owner of the Protected Property, all successors in title to the Protected Property, and all other parties entitled to possess or use the Protected Property. Owner agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Owner divests itself of any interest in all or a portion of the Protected Property, including without limitation, a leasehold interest, as provided in Section 5.1.B and shall notify Holder in writing of any transfer within fifteen (15) business days after closing, as provided in Section 5.1.C. The failure of Holder to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

Section 8.15. Merger. This Easement creates a property right immediately vested in Holder and its successors and assigns that cannot be terminated or extinguished except as set out herein. If at any time Holder or its successor or assign of this Easement becomes owner of all or a portion of the fee interest in the Protected Property, it is the express intent of the parties that this Easement shall not be deemed to merge with the underlying fee interest, but shall remain in full force and effect unless otherwise terminated or extinguished as set forth herein.

Section 8.16. Definitions. Unless the context requires otherwise, the term “Owner” includes, jointly and severally, the current owner or owners of the Protected Property identified above and, successors, and assigns in title to the Protected Property. The term “Holder” includes Great Peninsula Conservancy and its successors or assigns to its interest in this Easement.

Section 8.17. Termination of Rights and Obligations. A party’s rights and obligations under this Easement terminate upon the transfer or termination of that party’s interest in this Easement or the Protected Property, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination. It is the responsibility of the Owner owning the portion of the Protected Property to be transferred to request from Holder prior to the transfer a certificate of compliance to verify whether violations exist as of the date of transfer. Holder will reasonably cooperate with Owner in making such a determination.

Section 8.18. Recording. Holder will record this Easement in a timely manner in the official records for the county in which the Protected Property is located. Holder may re-record this Easement or any other documents necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement.

Section 8.19. Controlling Law and Construction. This Easement will be governed by the laws of the State of Washington and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its Purposes and to the policies and purposes of RCW 64.03.130 and chapter 84.34 RCW. Owner and Holder acknowledge that the perpetual prohibitions and limitations against certain uses of, and activities on, the Protected Property, including, but not limited to those against subdivision

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of the Protected Property, have been specifically negotiated. Owner and Holder agree that no law favoring reasonable temporal limitations shall be used in the interpretation of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Both parties have had an opportunity to review this Easement document with legal counsel. No rule of construction that ambiguities are to be resolved against the drafting party will be employed in the interpretation of this Easement.

Section 8.20. Severability. A determination that any provision or specific application of this Easement is invalid will not affect the validity of the remaining provisions or any future application.

Section 8.21. Additional Documents. Owner agrees to execute or provide any additional documents reasonably needed by Holder to carry out in perpetuity the provisions and the intent of this Easement, including, but not limited to any documents needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.

Section 8.22. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion of Owner's title in any respect.

Section 8.23. Entire Agreement. This document sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.

Section 8.24. Counterparts. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

ARTICLE 9 – SCHEDULE OF EXHIBITS

Exhibit A – Legal Description of the Protected Property

Exhibit B – Map of the Protected Property

Exhibit C -- Title Exceptions

Exhibit D - Acknowledgement of Baseline Documentation Report

[Remainder of page intentionally left blank; signature blocks on following page(s)]

IN WITNESS WHEREOF OWNER AND HOLDER HAVE EXECUTED THIS EASEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER:

City of Gig Harbor, a Washington municipal corporation

Mayor Tracie Markley

State of Washington)
) ss.
County of _____)

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

Dated: _____

Notary Public in the State of Washington
Residing at: _____
My appointment expires: _____

HOLDER:

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CONSERVATION EASEMENT

**Great Peninsula Conservancy,
a Washington nonprofit corporation**

Nathan Daniel, Executive Director

State of Washington)
) ss.
County of Kitsap)

I certify that I know or have satisfactory evidence that Nathan Daniel is the person who appeared before me, that said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledge it as the President of the Great Peninsula Conservancy, a Washington nonprofit corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in the State of Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROTECTED PROPERTY

Parcel A of Declaration of Boundary Line Adjustment, recorded February 26, 2009 under Recording No. 200902250099, records of Pierce County, Washington, being a portion of the Southwest quarter of the Northeast quarter in Section 6, Township 21 North, Range 2 East, W.M., in Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

EXHIBIT B

MAP OF THE PROTECTED PROPERTY

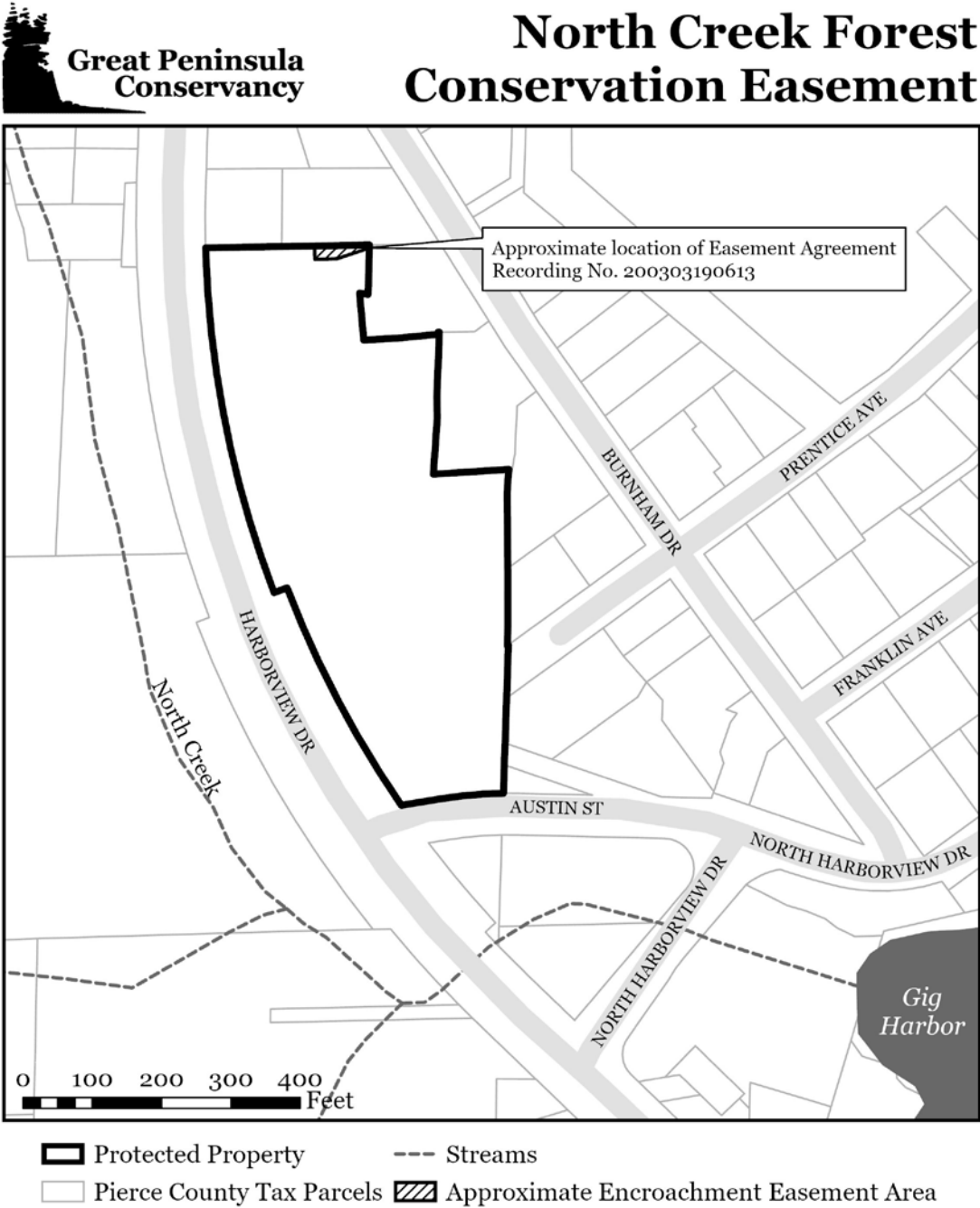


EXHIBIT C

TITLE EXCEPTIONS

1. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
2. Easement and the terms and conditions thereof:
Grantee: Peninsula Light Company
Purpose: Electric line
Area affected: a portion of said premises
Recorded: September 4, 1953
Recording No.: 1662729
3. Matters set forth by survey:
Recorded: November 26, 1997
Recording No.: 9711260351
4. Easement Agreement and the terms and conditions thereof:
Grantee: Present and future owners
Purpose: Accommodate grantee's residence encroachment
Area affected: a portion of said premises
Recorded: March 19, 2003
Recording No.: 200303190613
5. Easement and the terms and conditions thereof:
Grantee: Peninsula Light Company
Purpose: Underground electric system
Area affected: a portion of said premises
Recorded: March 10, 2004
Recording No.: 200403100936
6. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the boundary line adjustment recorded under Recording No. 200812290584.
7. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the boundary line adjustment recorded under Recording No. 200902250099.

EXHIBIT D

ACKNOWLEDGMENT OF BASELINE DOCUMENTATION REPORT

Owner and Holder acknowledge that each has read the Baseline Documentation Report (consisting of a title page; declaration page; _ pages of text; ____ pages of maps; ____ pages of species lists; and ____ pages of photographs), dated _____ and that the report accurately reflects the currently available baseline data regarding the condition of the Protected Property subject to the Easement as of the Effective Date of the Easement.

OWNER: City of Gig Harbor, a Washington municipal corporation By: _____ Its _____ Date: _____	HOLDER: Great Peninsula Conservancy, a Washington nonprofit corporation By: _____ Its _____ Date: _____
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**City of Gig Harbor
City Council Meeting Agenda Bill**

Meeting Date: November 28, 2022

SUBJECT: Gig Harbor Sports Complex 1B RCO LWCF 20-1746D Grant Funding Agreement

SUBMITTED BY: Dean, Zavack, P.E. Senior Engineer

DEPARTMENT: Public Works, Engineering

PHONE: 853-7637

SUGGESTED MOTION: Move to authorize the Mayor to sign the Sports Complex 1B LWCF Grant Funding Agreement

BACKGROUND INFORMATION: The Recreation and Conservation Office (RCO) has provided the Grant Funding Agreement for the Gig Harbor YMCA Sports Complex 1B in the amount of \$500,000 with the requirements of the Federal grant detailed (see attached).

The purpose of the Grant Funding Agreement is to set out the terms and conditions of the Grant Agreement, which is administered by the RCO. Under the terms of the Grant, no allowable costs before October 1, 2022, and after June 30, 2025, are eligible for reimbursement unless provide for by written amendment or addendum to this Agreement.

The Grant Funding Agreement 20-1746D requires the City to follow all applicable state and federal laws and regulations.

Signing of the grant agreement by the Mayor will start the eligible reimbursement payment process on all applicable expenses and services performed during the project design and construction phases.

The RCO Grant application process was approved to go forward by City Council under Resolution 1178 on May 12, 2020.

FISCAL CONSIDERATION: The Grant acknowledges that the award limit under the grant shall be \$500,000 and the City is responsible for all total project costs that exceed this amount, which shall not be less than \$2,664,100.00 or the required 84.20% City match amount. The RCO Land and Water Conservation is assuming the \$500,000 grant award is a 15.80% contribution match, per the preliminary cost estimate of \$3,164,100.00 used during the application process. If the project total design and construction costs increase beyond \$3,164,100.00, the RCO may not provide any additional funding under this grant.

Expenditure Required: \$0	Amount Budgeted: \$0		Appropriation Required: \$0
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Federal RCO Grant Offered:		\$500,000
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: LWCF Grant Agreement 20-1746D

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

RCO Grant Agreement**Project Sponsor:** City of Gig Harbor**Project Number:** 20-1746D**Project Title:** Gig Harbor Sports Complex Pickle-Bo Spot**Approval Date:** 09/26/2022**PARTIES OF THE AGREEMENT**

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Gig Harbor (Sponsor, and primary Sponsor), 3510 Grandview St, Gig Harbor, WA 98335, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Unique Entity ID (UEID) Number is KB73L8YGHJ91.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the General Fund - Federal of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Gig Harbor will use this grant to develop Phase 1B at the Gig Harbor Sports Complex. The Pickle-Bo Spot will be approximately 3.4 acres and is located on an undeveloped parcel north of the YMCA parking lot on Harbor Hill Drive. The project includes pickleball courts, bocce ball courts, playgrounds, an event lawn, a sheltered performance stage, two covered picnic areas, and associated parking. The primary opportunities provided by this project will be active and passive recreation. The scope of this project is more fully described in Federal Agreement awarded under Grant No. P22AP00173-00 (53-00758) attached in PRISM under RCO project No. 20-1746.

PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2022 (project start date) and ends on June 30, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$500,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - Land and Water Conservation	15.80%	\$500,000.00	Federal
Project Sponsor	84.20%	\$2,664,100.00	
Total Project Cost	100.00%	\$3,164,100.00	

FEDERAL FUND INFORMATION

If federal funding information is included in this section, this project is funded by, matched by, and/or funded in part by the following federal award, or subaward:

Federal Agency: US Dept of Interior
Assistance Listing Number and Name: 15.916 - Land & Water Conservation Fund
Federal Award Identification Number: P22AP00173
Federal Fiscal Year: 2022
Federal Award Date: 09/26/2022
Total Federal Award: \$500,000
Federal Award Project Description: 53-00758 Gig Harbor

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200 (as updated). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or

minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Land and Water Conservation Fund - Manual 15
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8

SPECIAL CONDITIONS

1. This grant has been awarded prior to the NPS and the Recipient completing required reviews of the project in accord with the National Environmental Policy Act (NEPA) and making a determination as to the project's potential to cause impacts or effects to environmental or cultural resources. As such, the Sub-recipient is not authorized to perform any work under the project except as needed to complete compliance, particularly any ground disturbing activities, nor draw down any funds. The condition will remain in effect unless and until the NEPA processes are completed and approved by the LWCF program with a determination of whether further review, documentation, and/or mitigation measures are required; and the Sub-recipient has satisfied any requirements contained in the LWCF program determination. Once these requirements have been successfully completed, the LWCF program will notify the Recipient in writing that the review is complete, work on the project may commence, and reimbursement of Grant funds is authorized.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Aaron Hulst
Senior Engineer
3510 Grandview Street
Gig Harbor, WA 98335
ahulst@gigharborwa.gov

RCO Contact

Henry Smith
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
henry.smith@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 20-1746, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Gig Harbor

By: _____

Date: _____

Name (printed): _____

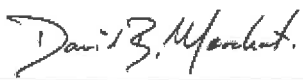
Title: _____

State of Washington Recreation and Conservation Office On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____
for Megan Duffy
Director
Recreation and Conservation Office

Date: _____

Pre-approved as to form:

By: 
Assistant Attorney General

Date: 09/15/2022

RCO Grant Agreement

Project Sponsor: City of Gig Harbor
Project Title: Gig Harbor Sports Complex Pickle-Ball Spot

Project Number: 20-1746D
Approval Date: 09/26/2022

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Gig Harbor Sports Complex

Buildings and Structures

Construct amphitheater/stage

Number of amphitheaters:	0 new, 0 renovated
Number of amphitheater stages:	1 new, 0 renovated
Select the amphitheater seating type:	Sloped lawn area

General Site Improvements

Construct picnic shelter

Number of group picnic shelters:	2 new, 0 renovated
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Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:

Asphalt	0
Boardwalk	0
Concrete	1500
Crushed rock	0
Recycled materials	0
Lighting provided (yes/no):	Yes

Install fencing/barriers

Install lighting (general security)

Number of general security lights installed:	11
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Install signs/kiosk

Number of kiosks:	0 new, 0 renovated
Number of interpretive signs/displays:	1 new, 0 renovated Playground signage
Number of permanent entrance signs:	1 new, 0 renovated
Number of electronic signs:	0 new, 0 renovated
Project involves installation of informational signs (yes/no):	No There will be signs in the playground.

Install site furnishings

Landscaping improvements

Acres of landscaped area :	1.00
Select the landscape features:	Grass/turf, Groundcover, Irrigation, Native vegetation, Trees/shrubs

Parking and Roads

Parking development

Number of vehicle parking stalls:	35 new, 0 renovated
Number of vehicle with trailer parking stalls:	0 new, 0 renovated
Number of accessible parking stalls:	
Vehicle	3
Vehicle with trailers	0
Select the parking surfaces :	Asphalt

Select the parking enhancements:

Bio-swale, Catch basins, Curbs, Security lighting,
Striping

Play Areas

Playground development

Number of play areas:

1 new, 0 renovated

Number of climbing walls/rocks:

1 new, 0 renovated

Select the play area surface material type:

Engineered wood fiber

Site Preparation

General site preparation

Sport Courts

Bocce ball court development

Number of bocce ball courts:

3 new, 0 renovated

Number of bocce ball courts with lighting:

0 new, 0 renovated

Surface types for bocce ball courts :

Impervious

3

Pervious

0

Pickleball development

Number of pickleball courts:

6 new, 0 renovated

Number of pickleball courts with lighting:

0 new, 0 renovated

Surface types for pickleball courts:

Impervious

6

Pervious

0

Select the pickleball court renovation elements:

Not applicable

Utilities

Install power utilities

Select the power utilities:

General service connection

Install stormwater system

Select the stormwater utilities:

Catch basins, Stormwater line

Install water system

Select the water utilities:

Water line, Water meter, Water service
connection

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Project Sponsor: City of Gig Harbor
Project Title: Gig Harbor Sports Complex Pickle-Ball Spot

Project Number: 20-1746D
Approval Date: 09/26/2022

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Cultural Resources Complete	10/01/2022	
X	Design Initiated	10/01/2022	
	Project Start	10/01/2022	
	60% Plans to RCO	11/30/2022	
	Applied for Permits	12/31/2022	
	All Bid Docs/Plans to RCO	03/31/2023	
	Progress Report Due	03/31/2023	
	Progress Report Due	09/30/2023	For Federal Reporting requirements - report on 10/1/2022 - 9/30/2023.
	Annual Project Billing Due	12/31/2023	After Special Condition #1 has been satisfied, submit one billing with all of your eligible pre-agreement costs up to \$331,000 incurred on or after January 1, 2019.
	SEPA/NEPA Completed	12/31/2023	See Special Condition #1.
	Bid Awarded/Contractor Hired	01/31/2024	
	Progress Report Due	03/31/2024	
	Annual Project Billing Due	07/31/2024	
	Construction Started	08/31/2024	Receive Notice to Proceed from RCO prior to groundbreaking.
	Progress Report Due	09/30/2024	For Federal Reporting requirements - report on 10/1/2023 - 9/30/2024.
	RCO Interim Inspection	09/30/2024	
	50% Construction Complete	11/30/2024	
	90% Construction Complete	12/31/2024	
	Construction Complete	03/01/2025	
	RCO Final Inspection	05/15/2025	
	Funding Acknowl Sign Posted	06/01/2025	
	Final Billing Due	06/01/2025	
	Final Report Due	06/15/2025	
	Agreement End Date	06/30/2025	

Project Sponsor: City of Gig Harbor
Project Title: Gig Harbor Sports Complex Pickle-Bo Spot

Project Number: 20-1746D
Approval Date: 09/26/2022

Land and Water Conservation Fund General Provisions

EFFECTIVE DATE

NPS Approved August 1, 2022.

Note: Articles that are not applicable were removed from this document.

ARTICLE I - DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS

Recipients must also adhere the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> (version effective December 19, 2019-revised June 19, 2020), except the provision related to the Davis-Bacon Act in Section VII.

ARTICLE XV - REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
- B. A final Performance Report, final Federal Financial Report, will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, the NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant.

ARTICLE XVII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339 and the LWCF General Provisions in Attachment A.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

ARTICLE XVIII - REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

- A. General Reporting Requirements

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- 2) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

ARTICLE XX - PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.)

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient.

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the

United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File,

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty

days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan

or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(I) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

ARTICLE XXI - ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

ARTICLE XXII - SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794(d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov](http://Section508.gov), Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

- A. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.
- B. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.
- C. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

ARTICLE XXIII - GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

ARTICLE XXIV – GENERAL AND SPECIAL PROVISIONS

- 1) **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
- 2) **Anti–Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 3) **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- 4) **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- 5) **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- 6) **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
- 7) **Non–Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 8) **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 9) **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 10) **No Third–Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
- 11) **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
- 12) **Rights in Data.** The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 13) **Conflict of Interest**
 - a) **Applicability.**

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR § 200.318 apply.

b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of interest.

- d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.
- e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

ARTICLE XXV - BUILD AMERICA, BUY AMERICA

Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components

of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DOI Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- A. non-ferrous metals;
- B. plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- C. glass (including optic glass);
- D. lumber; or
- E. drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A. LWCF General Provisions
Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)
Attachment C. Project Application and Attachments
Attachment D. 36 C.F.R. Part 59

ATTACHMENT A – LWCF GENERAL PROVISIONS - PART I

Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

ATTACHMENT A – LWCF GENERAL PROVISIONS - PART II

Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R. Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that

agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

G. Nondiscrimination

- 1) By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
- 2) The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

ATTACHMENT A – LWCF GENERAL PROVISIONS - PART III

Project Assurances

A. Project Application

- 1) The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2) The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3) The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

- 1) The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
- 2) The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
- 3) The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
- 4) The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
- 5) In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
- 6) As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
- 7) The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
- 8) The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the

undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

- 9) The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

- 1) The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
- 2) The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
- 3) The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 4) The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
- 5) Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

- 1) The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
- 2) Within 120 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the NPS prior to requesting final reimbursement.
- 3) After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
- 4) The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

Project Sponsor: City of Gig Harbor
Project Title: Gig Harbor Sports Complex Pickle-Bo Spot

Project Number: 20-1746D
Approval Date: 09/26/2022

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE	22
CITATIONS, HEADINGS AND DEFINITIONS	22
PERFORMANCE BY THE SPONSOR	25
ASSIGNMENT	25
RESPONSIBILITY FOR PROJECT	25
INDEMNIFICATION	25
INDEPENDENT CAPACITY OF THE SPONSOR	26
CONFLICT OF INTEREST	26
COMPLIANCE WITH APPLICABLE LAW	26
ARCHAEOLOGICAL AND CULTURAL RESOURCES	27
RECORDS	28
PROJECT FUNDING	29
PROJECT REIMBURSEMENTS	29
RECOVERY OF PAYMENTS	30
COVENANT AGAINST CONTINGENT FEES	30
INCOME (AND FEES) AND USE OF INCOME	30
PROCUREMENT REQUIREMENTS	31
TREATMENT OF EQUIPMENT AND ASSETS	31
RIGHT OF INSPECTION	32
STEWARDSHIP AND MONITORING	32
PREFERENCES FOR RESIDENTS	32
ACKNOWLEDGMENT AND SIGNS	32
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS	33
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	33
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS	34
RECORDED NOTICE OF GRANT	34
PROVISIONS FOR FEDERAL SUBAWARDS	34
PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS	37
ORDER OF PRECEDENCE	37
LIMITATION OF AUTHORITY	37
WAIVER OF DEFAULT	37
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	37
SPECIFIC PERFORMANCE	37
TERMINATION AND SUSPENSION	37
DISPUTE HEARING	39
ATTORNEYS' FEES	39
GOVERNING LAW/VENUE	39
SEVERABILITY	39
END OF STANDARD TERMS AND CONDITIONS	39

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/20/2022.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO’s as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor’s obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the

project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to

the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources** are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

- 1) Keep the IDP at the project site.
- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

F. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.
 - 4) A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. Part 200 (as updated). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
 - 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
 - 2) Are not included as contributions for any other Federal award;
 - 3) Are necessary and reasonable for accomplishment of project or program objectives;

- 4) Are allowable under 2 C.F.R. Part 200 as updated;
- 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
- 7) Conform to other provisions of 2 C.F.R. Part 200 (as updated) as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

- 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
- 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
- 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets

sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.
- D. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with program income requirements (see 2 C.F.R. Part 200 (as updated) for federal awards).

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. **Requirements for Federal Subawards.**

- 1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO,

or to dispose of the equipment according to RCO published policies.

- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013) as updated and amended):
- 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - 3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - 5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - 1) The fund source;
 - 2) The percentage of the total costs of the project that is financed with federal money;
 - 3) The dollar amount of federal funds for the project; and
 - 4) The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009, "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in

perpetuity.

- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

RECORDED NOTICE OF GRANT

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

PROVISIONS FOR FEDERAL SUBAWARDS

The following provisions shall be in force for this agreement:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 (as updated). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-

kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

- B. **Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Build America, Buy America Act, Pub. L. No. 117-58, Section 70901-52.** Subrecipients must comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project. The Act requires the following Buy America preference:

- 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- 4) Subject to subsequent approved federal agency specific waivers.

- C. **Binding Official.** Per 2 CFR 200 (as updated), as updated, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- D. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200 (as updated).

- 1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- E. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- F. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- J. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- L. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- M. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application

for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



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

Meeting Date: November 28, 2022

SUBJECT: Renewal of State Lobbying Services Contract with Gordon Thomas Honeywell

SUBMITTED BY: Katrina Knutson, City Administrator

DEPARTMENT: Administration

PHONE: 851-6127

SUGGESTED MOTION: Move to authorize the Mayor to sign a Consultant Services Contract with Gordon Thomas Honeywell Government Relations for Washington State lobbying services.

BACKGROUND INFORMATION: Gordon Thomas Honeywell (GTH) has provided state and federal lobby services for the City of Gig Harbor for a number of years. Administration proposes renewing the contract for state lobbying services to fulfill the City's legislative agenda. The City Council discussed lobbying services at their October 18, 2022, study-session and a quorum of Council discussed not proceeding with a federal lobbying contract. Administration concurs with City Council and recommends not proceeding federal lobbying services for 2023-2024. The need for federal lobbying services can be revisited in preparation for the 2025-2026 budget, or as the need arises.

The scope of service for the new contract remains the same as last year. The new contract is for 3-years instead of the usual one-year term and includes a 5% rate increase annually.

FISCAL CONSIDERATION: The total of the contract over 3 years will be \$125,976.00. \$80,000 is provided in the 2023-24 budget. The remaining contract amount will be budgeted for in the 2025-2026 budget.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Consultant Services Contract with Gordon Thomas Honeywell Government Relations for Washington State lobbying services

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

**WASHINGTON STATE SERVICE
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GORDON THOMAS HONEYWELL GOVERNMENT RELATIONS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gordon Thomas Honeywell Government Relations, a limited liability corporation organized under the laws of the State of Washington located at 1201 Pacific Ave, Suite 2100 Tacoma, WA 98401 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services described herein; 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; and

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount not to exceed One Hundred and Twenty-Five Thousand Nine Hundred and Seventy Six Dollars (\$125,976), or Ten Thousand Four Hundred Ninety-Eight Dollars (\$10,498) per quarter, beginning January 1, 2023, for the services described in Section I 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. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the

hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2023. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2025.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records

and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability 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 INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

C. All policies and coverage's shall be on an occurrence made basis.

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

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

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

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. 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.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. 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 sub-consultants 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.

XIV. 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.

XV. Resolution of Disputes and Governing Law

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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator 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.

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 Administrator's 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 non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Tim Schellberg, President
Gordon Thomas Honeywell Gov. Relations
1201 Pacific Ave., Suite 2100
Tacoma, WA 98401
(253) 620-6500

City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6127

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph

shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2022.

CONSULTANT

CITY OF GIG HARBOR

By: _____
State Lobbyist and Partner

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Exhibit A Scope of Work

The Consultant shall provide the City of Gig Harbor with the following Washington State legislative governmental affair services:

The Consultant shall:

1. Identify and track all legislation relevant to the City of Gig Harbor;
2. Provide the City with frequent reports and updates during the legislative session;
3. Provide monthly updates during the legislative interim.
4. Attend all relevant legislative hearings where the City of Gig Harbor's interests are directly affected;
5. Work throughout the year with the City of Gig Harbor to develop and implement legislative objectives and strategy;
6. Coordinate with City of Gig Harbor officials to testify at relevant legislative hearings; and
7. Lobby to pass, defeat or amend legislation that directly affects the City of Gig Harbor's interests.

In addition to the above, the Consultant shall perform the following specific tasks:

1. Pursue items identified in the City's 2023-25 legislative agendas, including but not limited to:
 - a. Transportation funding for projects identified by the City;
 - b. Capital funding for the Sports Complex project;
 - c. Clarifying recently enacted law enforcement reform measures to ensure that the City can provide for public safety;
 - d. Funding local culverts;
 - e. Protecting the City's ability to make locally-appropriate land use and permitting decisions.
2. Work with the Association of Washington Cities to further legislation that is favorable to the City of Gig Harbor.

Exhibit B Billing Rates

As described in Section II of this agreement, a quarterly service fee of Ten Thousand Four Hundred Ninety-Eight Dollars (\$10,498) per quarter shall be charged to provide the services described in this agreement. This fee will cover all work performed by Josh Weiss, and other GTHGR staff.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Recognizing the 100th Anniversary of United Way of Pierce County

WHEREAS, United Way of Pierce County (UWPC), Washington, was founded 100 years ago on May 14, 1921, by the organizing committee of nine women chaired by Emily R. Seymour; and

WHEREAS, UWPC was established to bring together the community to raise and distribute resources to those in need, and they continue to work from the heart and unite caring people to tackle our community's toughest challenges; and

WHEREAS, the organization survived the Great Depression, several wars, a financial crisis, and most recently a global pandemic, while never failing to provide services and leadership to the community; and

WHEREAS, UWPC has been an integral part of this community, raising over \$350 million over the years and investing those resources to provide support and opportunities to ensure that children and families have what they need to succeed and thrive; and

WHEREAS, UWPC remains committed to uniting the community to end poverty one family at a time, and they fight for every person in every community every day with the belief that everyone is entitled to be treated with dignity and respect, and deserves equal treatment and access to justice; and

WHEREAS, they will continue to serve as a hope leader, bringing the community together to address its toughest problems for generations to come.

NOW, THEREFORE, BE IT RESOLVED THAT, I, Tracie Markley, Mayor, City of Gig Harbor, do hereby recognize United Way of Pierce County for all their work in support of their community in the last 100 years.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28th day of November, 2022.

Tracie Markley, Mayor

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Declaring the City of Gig Harbor as a Purple Heart City

WHEREAS, on August 7, 1782, George Washington established the Badge of Military Merit, which was the first medal authorized for enlisted soldiers in the Continental Army to recognize a "singularly meritorious action" by a soldier; and

WHEREAS, on February 22, 1932, US Army Chief of Staff Douglas MacArthur established the Purple Heart Award in the spirit of the Badge of Military Merit in honor of George Washington's bicentennial birthday and authorized the award for soldiers in the United States Army for soldiers who are wounded or lose their lives in military action and August 7th is annually recognized as Purple Heart Day; and

WHEREAS, in 1942, President Franklin D. Roosevelt expanded the Purple Heart Award to other branches of the United States military by authorizing the Navy Department to award the Purple Heart to personnel wounded or killed in action beginning with the attack on Pearl Harbor on December 7, 1941; and today the Purple Heart is authorized for people serving in all branches of the United States military who are wounded or lose their lives in military actions; and

WHEREAS, following the attack at Pearl Harbor, until the day she passed away, Eleanor Roosevelt carried in her wallet a piece of paper with the following written upon it: "Dear Lord, lest I continue in my complacent woes, help me to remember that somewhere someone died for me today. And if there be war, help me to remember to ask, 'Am I worth dying for?' And in our own daily walk, we should always remember those serving and their families and honor their service and their sacrifices in our words, hearts, and actions; and

WHEREAS, the Herman Uddenberg Veterans of Foreign Wars Post 1854, which represents and advocates for veterans in the community of Gig Harbor, requests the City of Gig Harbor declare itself a "Purple Heart City" and the City of Gig Harbor would like to honor and remember people wounded and who have lost their lives in action and in service to our country.

NOW, THEREFORE, BE IT RESOLVED THAT, I, Tracie Markley, Mayor, City of Gig Harbor, do hereby declare the City of Gig Harbor a Purple Heart City and honor those wounded or who lost their life in service to our country.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28th day of November, 2022.

Tracie Markley, Mayor



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

Meeting Date: November 28, 2022

SUBJECT: Public Hearing and Second Reading of Ordinance 1502 Adopting the 2023-2024 Biennial Budget

SUBMITTED BY: David Rodenbach, Finance Director

DEPARTMENT: Finance

PHONE: 853-7610

SUGGESTED MOTION: Move to approve Ordinance 150

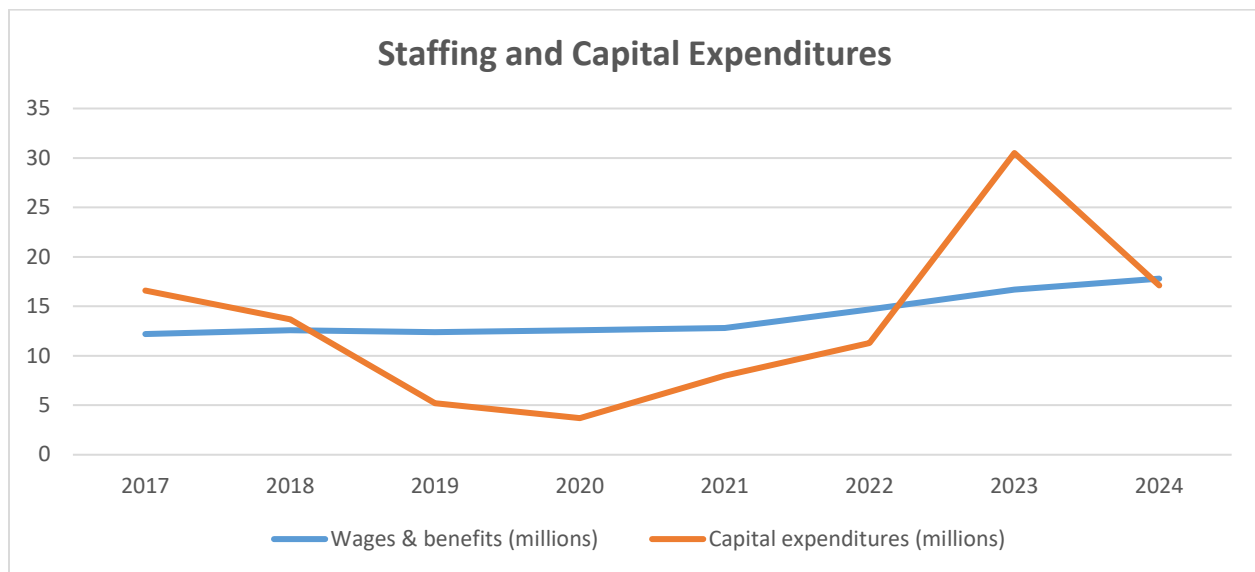
BACKGROUND INFORMATION: The total city budget including all funds for the 2023-2024 biennium is \$178,616,968.

The budgeted beginning fund balance for all combined funds is \$62.0 million, while the budgeted ending fund balance is \$40.1 million. This means the 2023-2024 budget plans to spend down nearly \$21.9 million in fund balance. The average actual ending fund balance for all funds 2019 through 2022 was \$46.3 million, while the budgeted average ending fund balance for the same periods was \$35.1 million.

Actual city-wide revenues (less internal transfers) over the same period (2019 – 2022) averaged \$40.3 million while expenditures averaged \$33.6 million. City-wide revenues for the 2023-2024 biennium are budgeted at an average of \$43.7 million, while expenditures are planned to be an average of \$54.6 million.

Exhibit B of Ordinance 1502 (Salary Schedules) has been amended since first reading of the Ordinance on November 14. The salary schedules have been updated to reflect the correct amounts after applying 2023 cost of living adjustments.

FISCAL CONSIDERATION: The 2023 -2024 budget of \$178,616,968 is \$13.6 million more than 2021-2022 actual total uses and total resources. The major portion of this difference is due to beginning fund balance which is \$12.4 million more than the 2021 beginning balance. The fund balances balance grew due to staffing deficiencies and a slowdown in capital projects over the 2019 – 2021 period. See chart below.



Actual revenues are expected to increase \$1.2 million over the prior two years while expenditures are planned to be \$35.5 million more than they were over the 2021-2022 period. The chart below shows the proposed 2023-2024 budget as compared to 2021-2022 actual expenditures. Capital expenditures and wages and benefits account for most of the increase.

ACCOUNT-TITLE	2021-2022		2023-24 Proposed		Change
	Pro Forma		Budget		
Salaries	\$ 19,835,864	\$	24,639,394	\$	4,803,530
Benefits	7,625,824		9,901,740		2,275,916
Supplies	2,570,631		4,009,254		1,438,623
Services	13,242,381		16,061,357		2,818,976
Intergov't Charges	1,559,376		1,503,760		(55,616)
Capital Expenditures	19,287,744		47,601,500		28,313,756
Transfers Out	26,544,362		30,175,600		3,631,238
Other	13,296,778		5,531,075		(7,765,703)
Total Expenditures	103,962,960		139,423,680		35,460,720
Ending Balance	\$ 61,973,642	\$	40,122,895	\$	(21,850,747)

The 2023-2024 budget proposes the following new positions:

- Housing and Human Services Manager – 1 FTE
- Risk Management & Safety Officer – 1 FTE
- Senior Accountant – 1 FTE
- Police Officer – 4 FTE
- Project Manager – 1 FTE
- NPDES Coordinator – 1 FTE

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: NA

ATTACHMENTS: Ordinance 1502

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

ORDINANCE 1502

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE 2023-2024 BIENNIAL BUDGET; ESTABLISHING APPROPRIATIONS OF FUNDS FOR THE 2023-2024 BIENNIUM; ADOPTING THE 2023 PERSONNEL SALARY SCHEDULE; TRANSMITTING BUDGET COPIES TO THE STATE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the City Clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City for the 2023-2024 biennium; and

WHEREAS, the City of Gig Harbor published notice that the Gig Harbor City Council would meet on November 14, 2022 and November 28, 2022 at 5:30 p.m., in the Gig Harbor Council Chambers for the purpose of providing the public an opportunity to be heard on the proposed budget for the 2023-2024 biennium and to adopt the budget; and

WHEREAS, the City Council did meet at the dates and times so specified, and heard testimony of interested citizens and taxpayers; and

WHEREAS, the 2023-2024 proposed biennial budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for the 2023-2024 biennium;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Budget Adopted. The budget for the City of Gig Harbor, Washington, for the 2023-2024 biennium is hereby adopted in its final form and content as shown in Exhibit A.

Section 2. Funds Appropriated. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the 2023-2024 biennium are set forth in summary form below, and are hereby appropriated for expenditure during the 2023-2024 biennium as follows:

2023-2024 BUDGET APPROPRIATIONS

FUND / DEPARTMENT	AMOUNT
001 GENERAL GOVERNMENT	
01 Non-Departmental	\$7,910,803
02 Legislative	163,200
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14 Community Development	5,632,138
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16 Buildings	3,336,940
19 Ending Fund Balance	1,998,249
TOTAL GENERAL FUND - 001	\$41,502,052
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111 STRATEGIC RESERVE	2,630,962
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411 STORM SEWER OPERATING	5,717,885
412 STORM SEWER CAPITAL	5,154,074
420 WATER CAPITAL ASSETS	10,806,655
TOTAL ALL FUNDS	\$178,616,968

Section 3. Salary Schedule. Exhibit B is adopted as the 2023 personnel salary schedule for all employees.

Section 4. Transmittal. The City Clerk is directed to transmit a certified copy of the 2023-2024 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

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

Section 6. 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 7. Effective Date. This ordinance shall be in force and take effect five (5) days after its publication according to law.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 28th day of November, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

EXHIBIT A



**City of Gig Harbor
2023-24 Budget**

COVER ART

Since 1984, the Peninsula Art League, a non-profit artist's organization, has sponsored the **Gig Harbor Arts Festival**. A competition for their annual event poster features the work of a local student. Proceeds from the festival fund scholarships for local artists.

In honor of the League's work and the work of the winning student, this artwork is featured on the cover of the City's biennial budget summary this year. The tradition began with the first poster in 2001 and continues each year.

The artist is Gig Harbor High School senior Rakha Hendra. He calls his watercolor painting "Mountain, Bridge and Fish." Rakha and his family moved to Gig Harbor recently from Southeast Asia.

CITY OFFICIALS

ELECTED

MAYOR

Tracie Markley

COUNCIL MEMBERS

Jeni Woock
Roger Henderson
Brenda Lykins
Mary Barber
Robyn Denson
Le Rodenberg
Seth Storset

APPOINTED

MUNICIPAL COURT JUDGE
CITY ATTORNEY

Sandy Allen
Daniel Kenny

MANAGEMENT STAFF

CITY ADMINISTRATOR

Katrina Knutson

POLICE CHIEF

Kelly Busey

PUBLIC WORKS DIRECTOR

Jeff Langhelm

COMMUNITY DEVELOPMENT DIRECTOR

Vacant

FINANCE DIRECTOR

David Rodenbach

HUMAN RESOURCES DIRECTOR

Shannon Costanti, Interim

INFORMATION SYSTEMS MANAGER

Keith Smith

CITY CLERK

Joshua Stecker

COURT ADMINISTRATOR

Stacy Colberg

TOURISM & COMMUNICATIONS DIRECTOR

Laura Pettitt

TABLE OF CONTENTS

MAYOR'S MESSAGE.....	i
1. BUDGET SUMMARY	1
Budget Ordinance.....	2
2. GENERAL FUND - Fund 001	7
General Fund Revenue Resource Summary.....	8
Expenditures:	
Non-Departmental - Dept. 01.....	12
Legislative - City Council - Dept. 02.....	13
Judicial - Municipal Court - Dept. 03.....	15
Administration / Finance / Legal / ITS - Dept. 04	17
Police - Dept. 06.....	27
Community Development - Planning - Dept. 14	29
Public Works - Dept. 15	33
Parks - Dept. 15	36
City Buildings – Dept. 16.....	38
3. SPECIAL REVENUE FUND TYPE.....	39
Street Operating - Fund 101	41
Street Capital - Fund 102.....	43
Senior Services – Fund 103.....	45
Pedestrian Safety – Fund 104	46
State Drug Investigation - Fund 105	47
Federal Drug Investigation - Fund 106.....	48
Hotel-Motel Tax - Fund 107	49
Public Art Capital Projects - Fund 108	53
Park Development - Fund 109	54
Strategic Reserve - Fund 111.....	56
Equipment Reserve - Fund 112.....	57
Capital Development - Fund 301	58
Capital Improvement - Fund 305	59
Impact Fee Trust - Fund 309	60
Hospital Benefit Zone Revenue - Fund 310.....	62

4. DEBT SERVICE FUND TYPE	64
Limited Tax General Obligation Bond Redemption - Fund 208	66
2005 Bond Redemption - Fund 211	67
5. ENTERPRISE FUND TYPE	68
Water Operating - Fund 401	70
Wastewater Operating - Fund 402	72
Shorecrest Sewer Operating Fund - Fund 403	75
Utility Reserve - Fund 407	77
Utility Bond Redemption - Fund 408	78
Wastewater Capital - Fund 410	79
Storm Water Operating - Fund 411	81
Storm Water Capital - Fund 412	83
Water Capital - Fund 420	84
6. TRANSPORTATION BENEFIT DISTRICT	86
Appendix i: 2022 Capital Budget	87

Mayor's Message

I am pleased to present the City of Gig Harbor's 2023 - 2024 Preliminary Biennial Budget to City Council for consideration and approval. We are proud of the many ways in which we served our residents in 2022 and are eager to present our plans for the community in 2023 - 2024. This budget continues our commitment to balance fiscal responsibility while meeting Council priorities as reflected in the recently adopted Strategic Plan. City leadership has worked thoughtfully and cooperatively to create a budget reflecting our community values.

The City's Two-Year Strategic Plan was developed at a Council retreat on January 29. The following priorities are identified in the plan:

- Foster a healthy City organization
- Ensure a sustainable future for public services and facilities
- Maintain small town character and historic preservation while growing responsibly
- Promote environmental sustainability and preserve Gig Harbor's natural beauty
- Promote and enhance a dynamic and robust economy

The City's workplan, as laid out in this budget, supports the above-noted strategic plan priorities.

This biennial budget has a new look! Our goal was to create something fresh that will focus attention and efforts towards the major strategic goals of the city. We omitted much of the detail that was presented in prior years as the budget book was not user friendly.

In this budget, each department, function, and budgeted fund will have two pages that will provide a high-level summary of the operating plan for the upcoming biennium. This will include a summary of expenditures, departmental organizational chart, highlights from 2022, and the 2023-2024 plan.

Looking ahead, the 2023 - 2024 Preliminary Budget shows revenues remaining flat in 2023 and a two percent increase in 2024. Revenues for 2022 are expected to come in about five percent over those of 2021.

2022 In Review

One of our major focuses for the year was to fill open positions and to begin rebuilding employee morale. As the year began, we had more than twenty open positions. I am happy to say that as I write this letter, we have hired 23 new full-time employees! This compares with 17 for all of 2021. The continued challenge is that we are still recruiting for more than ten open positions and plan to add more to come up to the level of staffing needed to provide the quality of service we feel our residents expect and deserve. As you know, the current workforce is dynamic and undergoing a lot of change. We are working very hard to keep up and I am incredibly proud of our HR team and all they have done to help us achieve our goal of fulfilling current staffing needs.

I am pleased to report that we have completed several notable projects in 2022. The Community Paddlers Dock at Ancich Park, the Ancich Park storage facility for human-powered watercraft, the first phase of the sidewalks along 38th Ave., and the Harborview/Stinson roundabout are complete. Also, the Eddon Boatyard Brick House rehabilitation as well as the Gig Harbor BoatShop railway carriages are complete.

The city purchased two undeveloped properties near the Wastewater Treatment Plant. These properties are not planned for further development and will be preserved in perpetuity forever in the heart of downtown. We expect design of the Commercial Fishing Homeport to be completed this year, with construction some time over the next couple years.

2023-24 Biennial Budget

A few highlights for 2023-24 are below. Several positions we are proposing are:

1. **Human Resources:** The city regularly carries 110 employees. It is prudent that we take a proactive approach towards employee safety and risk management. We plan to add a **Risk Management & Safety Officer**.
2. **Finance:** The budget adds a **Senior Accountant** position to the department. The current position is carrying a burdensome workload and cannot continue to produce at this level.
3. **Police:** This budget proposes adding four new **police officers**. With the uptick in criminal activity, along with impending retirements, we need these positions to ensure we don't fall behind.
4. **Public Works Engineering:** A **Project Manager** position is proposed. This position will assist in pushing projects through to completion.

The proposed projects for the biennium are listed in the Capital Improvement Project (CIP) section of the budget. Some of the larger projects are listed below:

HVAC Upgrade for the Civic Center
Public Works Operations Center
Burnham Drive, Prentice-Fennimore Street and 38th Avenue Roadway Improvements
Sports Complex Phase 1B
Well No. 9 Development
Soundview Drive Watermain Replacement
Lift Station 5 Basin Improvements
Burnham Drive Culvert Replacement

In conclusion, I am pleased with the budget we are proposing for 2023-24. It is based on the City Council's goals and priorities and the financial resources available to us.

I am proud of the good people in our organization—without them, we would not have been able to make it through these challenging Covid-burdened times.

Thank you for considering the 2023-24 preliminary budget. I look forward to its adoption and implementation.

Sincerely,

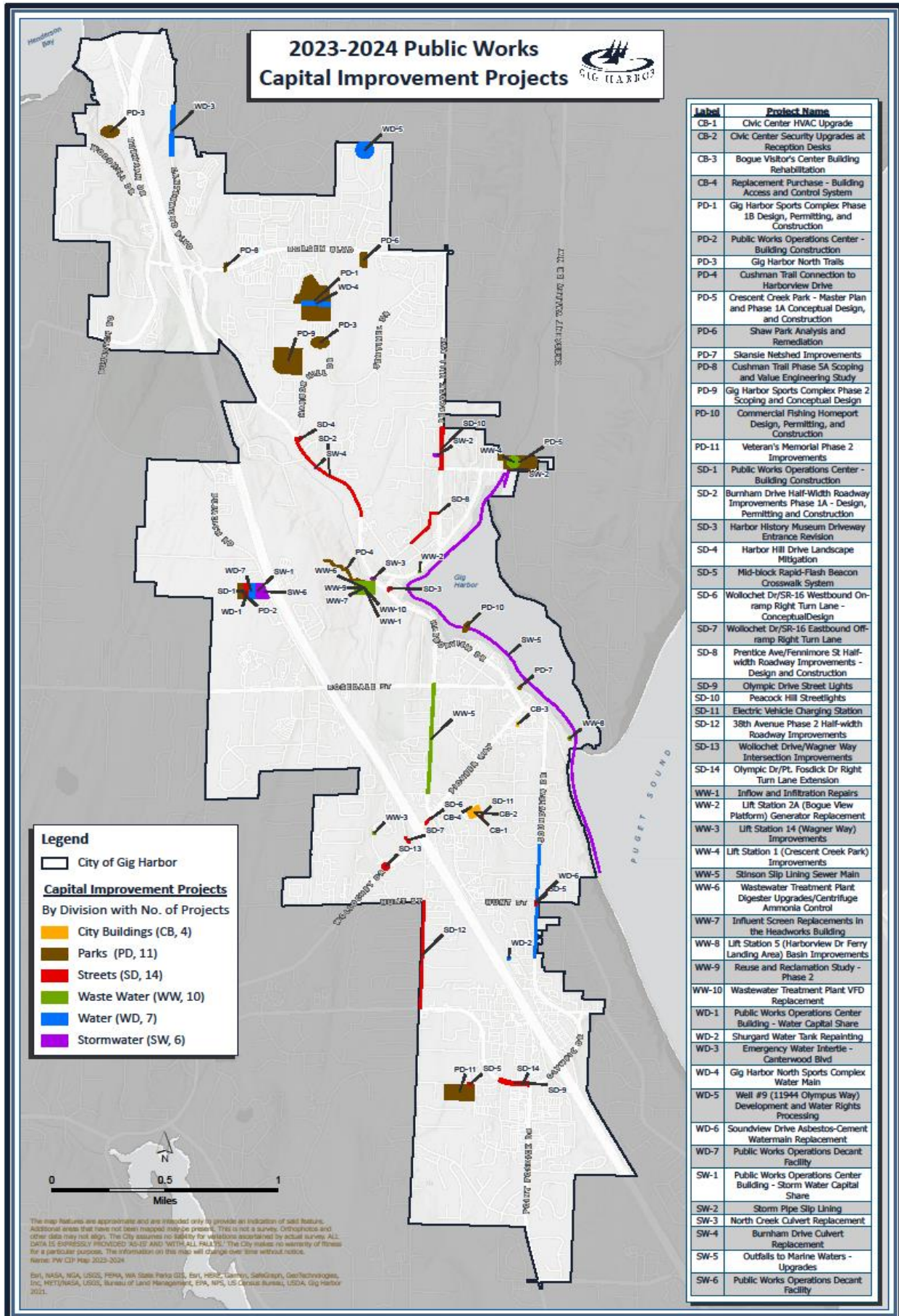
Tracie Markley, Mayor
City of Gig Harbor

Vision

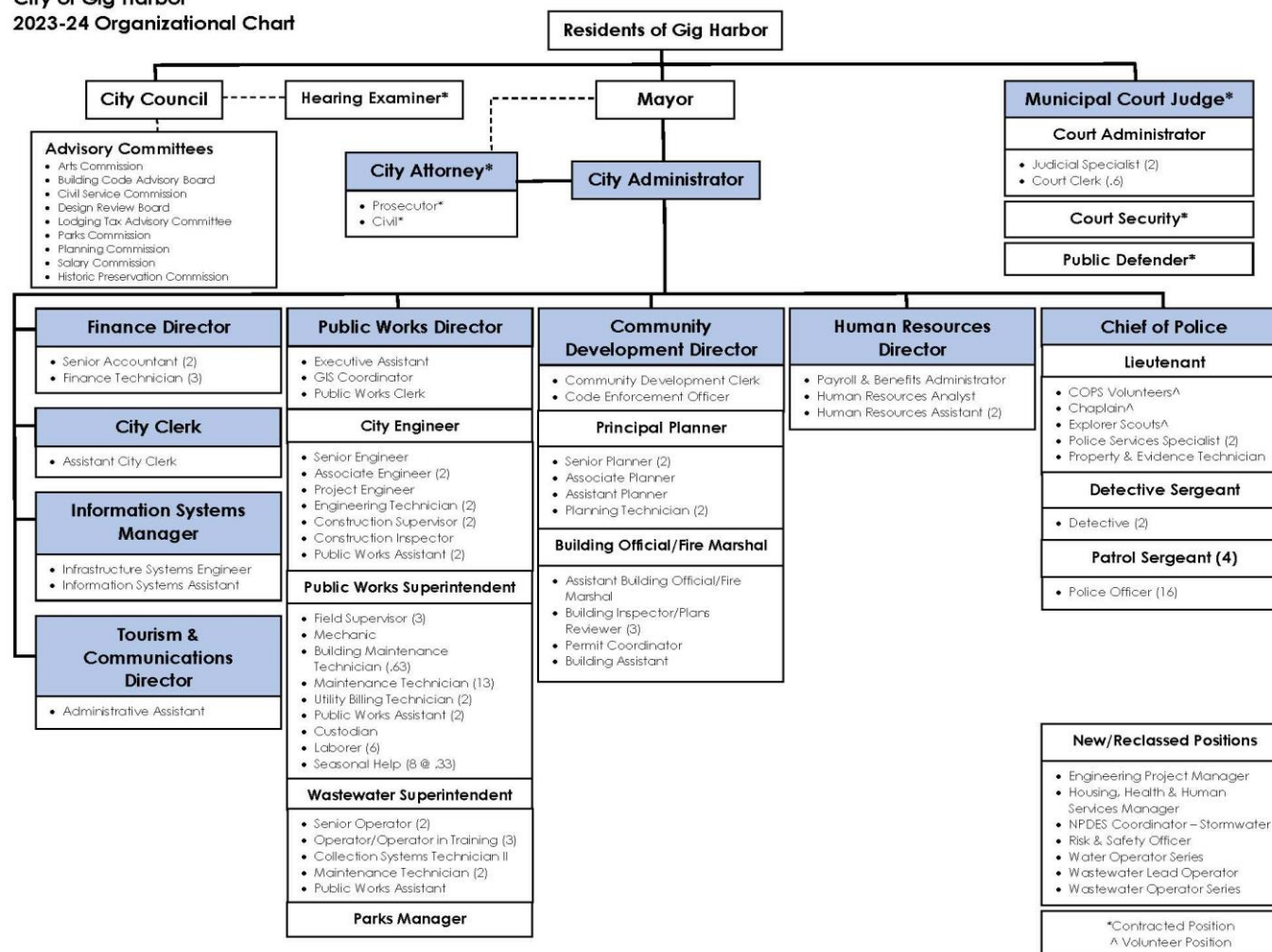
The City of Gig Harbor leads the way in livability, environmental stewardship, economic vitality, and municipal services.

Strategic Plan Priorities

Priorities	Goals	
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	
Ensure a sustainable future for public services and facilities	• Provide more efficient and effective municipal services • Improve public outreach on capital projects • Increase communications between the City and residents • Better understand community needs and service expectations • Make city meetings more accessible to residents online • Source funding and implement plans for City Parks & Rec, streets/transportation options, utilities • Ensure adequate infrastructure to support community needs	
Maintain small town character and historic preservation while growing responsibly	• Promote responsible growth in keeping with small town character • Address infrastructure issues to relieve traffic issues • Ensure adequate affordable housing • Focus on character retention and historic preservation • Foster safe, livable, and attractive community • Decrease distance to get to a park or open space • Enhance walkability and pedestrian/cyclist safety	
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	
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	



City of Gig Harbor
2023-24 Organizational Chart



DRAFT

1. BUDGET SUMMARY

Budget Ordinance.....2

ORDINANCE 1502

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Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

EXHIBIT B SALARY SCHEDULES

2023 Executive Positions (Exempt)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
City Administrator	\$165,116	\$173,372	\$182,040	\$191,142	\$200,700
City Attorney	\$151,319	\$158,885	\$166,829	\$175,171	\$183,929
Chief of Police	\$142,418	\$149,539	\$157,016	\$164,867	\$173,110
Finance Director	\$133,517	\$140,193	\$147,202	\$154,563	\$162,291
Public Works Director	\$133,517	\$140,193	\$147,202	\$154,563	\$162,291
Community Development Director	\$133,517	\$140,193	\$147,202	\$154,563	\$162,291
Human Resources Director	\$127,108	\$133,463	\$140,137	\$147,143	\$154,501
Police Lieutenant	\$127,108	\$133,463	\$140,137	\$147,143	\$154,501
Assistant City Attorney	\$104,143	\$109,350	\$114,818	\$120,559	\$126,586
City Clerk	\$95,687	\$100,471	\$105,495	\$110,770	\$116,308
Human Resources Analyst	\$80,286	\$84,300	\$88,515	\$92,941	\$97,588

2023 Non-Represented Non-Supervisory Personnel

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Assistant City Clerk	\$79,213	\$81,787	\$84,446	\$87,190	\$90,024	\$92,949	\$95,970	\$99,089
Human Resources Assistant	\$54,168	\$55,928	\$57,746	\$59,623	\$61,561	\$63,561	\$65,627	\$67,760

2022 Police Personnel (Local 117) *Currently under Negotiations*

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	\$104,196	\$109,404	\$114,876	\$120,624	
Police Officer	\$78,900	\$82,836	\$86,976	\$91,332	\$95,892

2023 Supervisor Unit (Local 313)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
City Engineer	\$108,797	\$112,333	\$115,984	\$119,753	\$123,645	\$127,664	\$131,813	\$136,097
Information Systems Manager	\$108,797	\$112,333	\$115,984	\$119,753	\$123,645	\$127,664	\$131,813	\$136,097
Building Official / Fire Marshal	\$104,164	\$107,549	\$111,045	\$114,654	\$118,380	\$122,227	\$126,200	\$130,301
Parks Manager	\$96,598	\$99,737	\$102,979	\$106,326	\$109,781	\$113,349	\$117,033	\$120,837
Principal Planner	\$96,598	\$99,737	\$102,979	\$106,326	\$109,781	\$113,349	\$117,033	\$120,837
Tourism & Communications Director	\$94,223	\$97,285	\$100,447	\$103,712	\$107,082	\$110,562	\$114,156	\$117,866
Court Administrator	\$93,505	\$96,544	\$99,682	\$102,921	\$106,266	\$109,720	\$113,286	\$116,968
Public Works Superintendent	\$93,020	\$96,043	\$99,165	\$102,387	\$105,715	\$109,151	\$112,698	\$116,361
Wastewater Superintendent	\$93,020	\$96,043	\$99,165	\$102,387	\$105,715	\$109,151	\$112,698	\$116,361

2023 New/Reclassified Positions *Wages Pending*

Job Title	Steps TBD
Engineering Project Manager	
Housing, Health & Human Services Manager	
NPDES Coordinator - Stormwater	
Risk & Safety Officer	
Water Operator Series	
Wastewater Lead Operator	
Wastewater Operator Series	

2023 Non-Supervisory Personnel (Local 117)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Senior Engineer	\$98,239	\$101,432	\$104,728	\$108,132	\$111,646	\$115,275	\$119,021	\$122,889
Associate Engineer	\$90,850	\$93,803	\$96,851	\$99,999	\$103,249	\$106,604	\$110,069	\$113,646
Project Engineer	\$90,850	\$93,803	\$96,851	\$99,999	\$103,249	\$106,604	\$110,069	\$113,646
Senior Accountant	\$90,618	\$93,563	\$96,604	\$99,744	\$102,985	\$106,332	\$109,788	\$113,356
Senior Planner	\$90,565	\$93,508	\$96,547	\$99,685	\$102,925	\$106,270	\$109,724	\$113,290
Infrastructure Systems Engineer	\$81,730	\$84,386	\$87,129	\$89,960	\$92,884	\$95,903	\$99,020	\$102,238
Assistant Building Official / Fire Marshal	\$80,084	\$82,687	\$85,374	\$88,149	\$91,014	\$93,971	\$97,026	\$100,179
Field Supervisor	\$80,084	\$82,687	\$85,374	\$88,149	\$91,014	\$93,971	\$97,026	\$100,179
Construction Supervisor	\$80,084	\$82,687	\$85,374	\$88,149	\$91,014	\$93,971	\$97,026	\$100,179
Senior Wastewater Operator	\$75,397	\$77,847	\$80,377	\$82,990	\$85,687	\$88,472	\$91,347	\$94,316
GIS Coordinator	\$73,772	\$76,170	\$78,645	\$81,201	\$83,840	\$86,565	\$89,378	\$92,283
Payroll / Benefits Administrator	\$73,572	\$75,963	\$78,432	\$80,981	\$83,613	\$86,330	\$89,136	\$92,033
Associate Planner	\$72,462	\$74,817	\$77,249	\$79,759	\$82,351	\$85,028	\$87,791	\$90,644
Construction Inspector	\$70,699	\$72,997	\$75,369	\$77,819	\$80,348	\$82,959	\$85,655	\$88,439
Building Inspector / Plans Reviewer	\$70,699	\$72,997	\$75,369	\$77,819	\$80,348	\$82,959	\$85,655	\$88,439
Code Enforcement Officer	\$69,644	\$71,907	\$74,244	\$76,657	\$79,149	\$81,721	\$84,377	\$87,119
Executive Assistant	\$69,644	\$71,907	\$74,244	\$76,657	\$79,149	\$81,721	\$84,377	\$87,119
Mechanic	\$68,367	\$70,589	\$72,883	\$75,252	\$77,697	\$80,223	\$82,830	\$85,522
Wastewater Operator	\$67,449	\$69,641	\$71,904	\$74,241	\$76,654	\$79,145	\$81,718	\$84,373
Engineering Technician	\$66,899	\$69,073	\$71,318	\$73,636	\$76,029	\$78,500	\$81,051	\$83,685
Building Maintenance Technician	\$66,362	\$68,519	\$70,746	\$73,045	\$75,419	\$77,870	\$80,401	\$83,014
Information Systems Assistant	\$65,444	\$67,571	\$69,767	\$72,034	\$74,376	\$76,793	\$79,288	\$81,865
Wastewater Operator in Training (OIT)*	\$65,326							
Wastewater Collection Systems Tech II	\$63,088	\$65,138	\$67,255	\$69,441	\$71,698	\$74,028	\$76,434	\$78,918
Assistant Planner	\$62,889	\$64,933	\$67,043	\$69,222	\$71,472	\$73,795	\$76,193	\$78,669
Permit Coordinator	\$62,889	\$64,933	\$67,043	\$69,222	\$71,472	\$73,795	\$76,193	\$78,669
Finance Technician	\$61,317	\$63,310	\$65,367	\$67,492	\$69,685	\$71,950	\$74,288	\$76,703
Utility Billing Technician	\$61,317	\$63,310	\$65,367	\$67,492	\$69,685	\$71,950	\$74,288	\$76,703
Planning Technician	\$61,000	\$62,983	\$65,029	\$67,143	\$69,325	\$71,578	\$73,904	\$76,306
Administrative Assistant	\$59,626	\$61,564	\$63,565	\$65,631	\$67,764	\$69,966	\$72,240	\$74,588
Community Development Assistant	\$59,626	\$61,564	\$63,565	\$65,631	\$67,764	\$69,966	\$72,240	\$74,588
Public Works Assistant	\$59,626	\$61,564	\$63,565	\$65,631	\$67,764	\$69,966	\$72,240	\$74,588
Judicial Specialist	\$56,461	\$58,296	\$60,191	\$62,147	\$64,167	\$66,252	\$68,405	\$70,628
Property & Evidence Technician	\$56,133	\$57,957	\$59,841	\$61,786	\$63,794	\$65,867	\$68,008	\$70,218
Police Services Specialist	\$51,564	\$53,240	\$54,970	\$56,757	\$58,601	\$60,506	\$62,472	\$64,503
Court Clerk	\$50,866	\$52,519	\$54,226	\$55,988	\$57,808	\$59,687	\$61,627	\$63,629
Custodian	\$50,687	\$52,334	\$54,035	\$55,791	\$57,605	\$59,477	\$61,410	\$63,406
Public Works Clerk	\$50,656	\$52,302	\$54,002	\$55,757	\$57,569	\$59,440	\$61,372	\$63,367
Community Development Clerk	\$50,656	\$52,302	\$54,002	\$55,757	\$57,569	\$59,440	\$61,372	\$63,367
Laborer	\$48,133	\$49,697	\$51,312	\$52,980	\$54,702	\$56,480	\$58,315	\$60,211

*OIT is an automatic progression into WWTP Operator once employee receives Group 1 Certification.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Technician	\$59,179	\$61,102	\$63,088	\$65,139	\$67,256	\$69,441	\$71,698	\$74,028	\$76,434	\$78,918

The parti+A1:K104es agree to continue the combination of Maintenance Technician I and II ranges. Employees will not be able to exceed the mid-range of this classification until they have been with the City for at least 5 years and have achieved goals, licenses and/or certifications. This classification requires CDL Class B license with a Tanker Endorsement. Employees who do not have the required license must obtain it within 18 months.

2. GENERAL FUND

General Fund Revenue Resource Summary.....	8
Non-Departmental – Dept. 01.....	12
Legislative / City Council – Dept. 02.....	13
Judicial / Municipal Court – Dept. 03.....	15
Administrative / Finance / Legal / ITS – Dept. 04.....	17
Police – Dept. 06.....	27
Planning – Dept. 14.....	29
Public Works – Dept.	33
Parks – Dept. 15.....	36
City Buildings – Dept. 16.....	38

GENERAL FUND DESCRIPTION OF FUNCTION

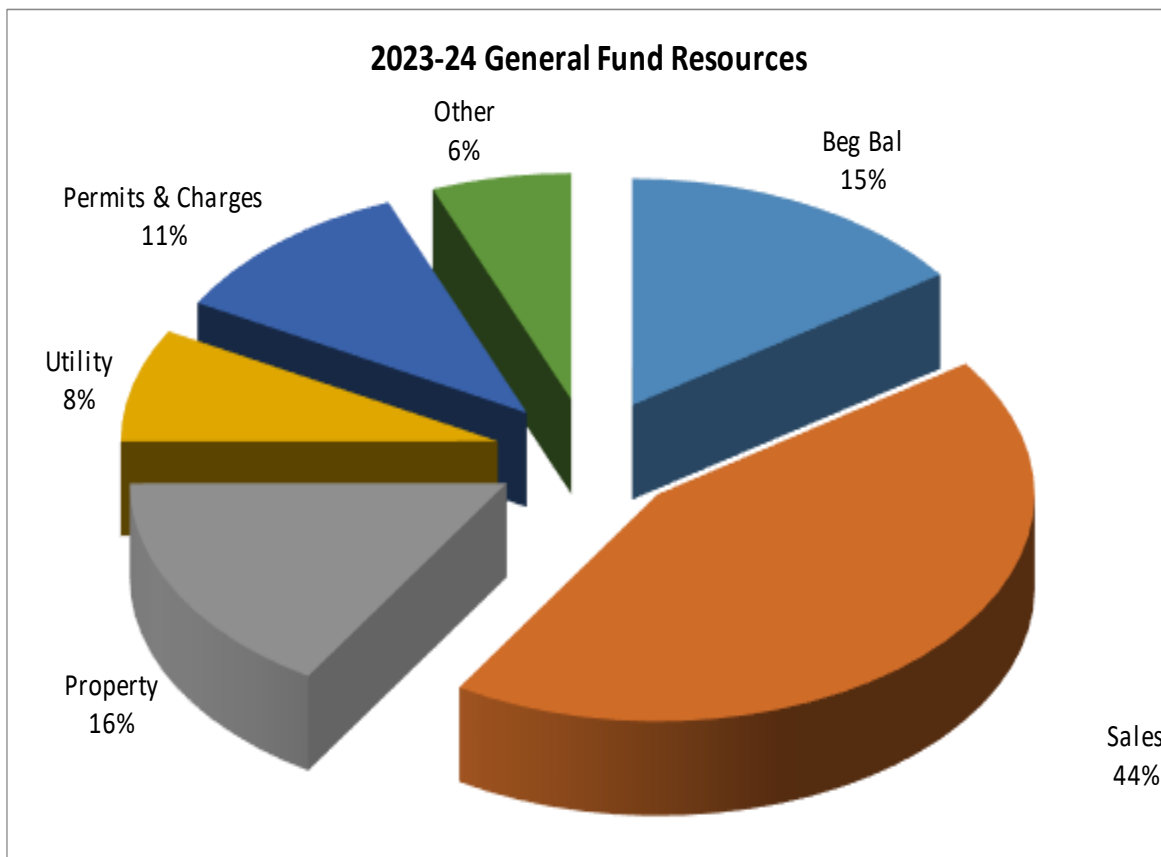
The General Fund is the general operating fund of the city. It accounts for all financial resources and transactions except those that are required to be accounted for in another fund.

Resources include sales, property, utility and other taxes, fees from various permits, licenses and user charges, and shared revenues, grants and entitlements from the State of Washington.

Most of the activities included in the City of Gig Harbor's General Fund are departmentalized and include legislative, municipal court, police, development services, parks, and overall administration. Other miscellaneous expenditures are included in the "non-departmental" department of the General Fund.

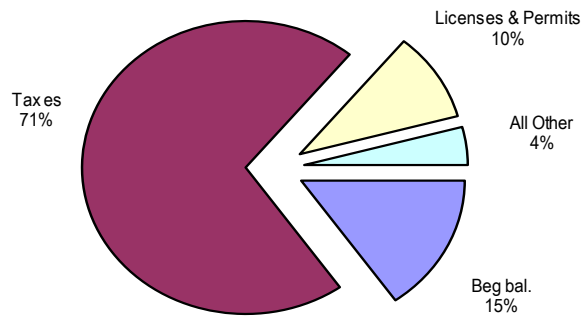
The General Fund accounts for 24 percent of 2023-24 appropriations and more than half of the city's employees and budgeted salaries and benefits.

The General Fund also provides general city resources to other funds in the form of operating transfers.

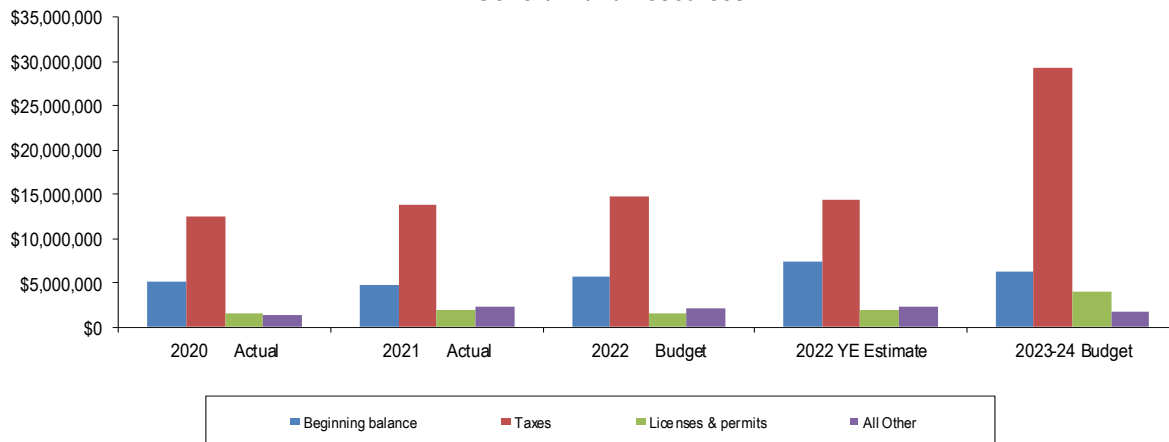


Category	Resources				
	2020 Actual	2021 Actual	2022 Budget	2022 YE Estimate	2023-24 Budget
Beginning balance	\$ 5,190,351	\$ 4,878,906	\$ 5,671,104	\$ 7,476,036	\$ 6,319,652
Taxes	\$ 12,425,056	13,775,007	14,755,797	14,453,755	29,361,279
Licenses & permits	\$ 1,524,684	1,924,328	1,632,306	2,020,543	4,081,497
Intergov't revenues	\$ 698,172	1,700,059	1,696,222	1,712,243	434,236
Charges for services	\$ 254,292	244,846	217,112	225,460	455,429
Fines & forfeits	\$ 82,396	66,067	77,047	55,176	111,456
Miscellaneous	\$ 264,708	291,456	237,942	345,794	698,503
Transfers In	\$ -	30,876	-	-	-
Other	\$ 38,532	17,870	20,574	70,000	40,000
Total Revenues	\$ 15,287,840	18,050,509	18,637,000	18,882,971	35,182,400
Total Resources	\$ 20,478,191	\$ 22,929,415	\$ 24,308,104	\$ 26,359,007	\$ 41,502,052

2023-24 Budget



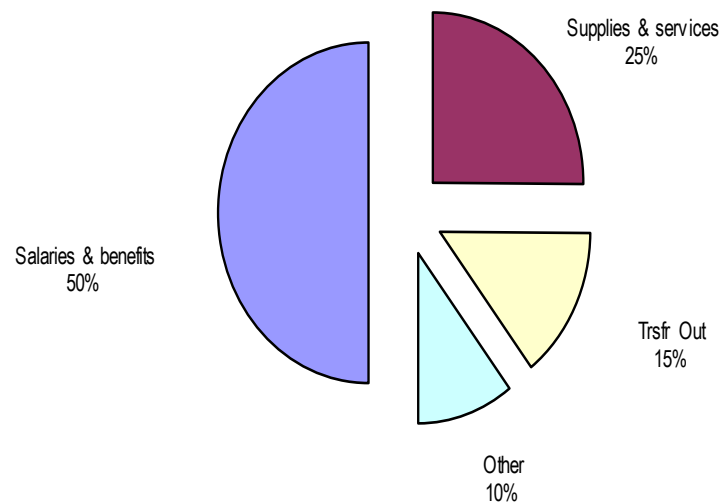
General Fund Resources



Expenditures By Type

Category	2020 Actual	2021 Actual	2022 Budget	2022 YE Estimate	2023-24 Budget
Salaries	\$ 5,136,733	\$ 5,597,700	\$ 6,265,277	\$ 5,949,505	\$ 14,239,794
Benefits	1,981,030	2,413,910	2,641,210	2,291,555	5,509,480
Supplies	490,960	428,264	595,115	493,773	1,309,422
Services	2,501,765	3,158,373	3,622,369	3,463,128	8,615,747
Intergov't charges	571,938	793,838	489,272	489,570	859,360
Capital expenditures	294,209	165,753	251,800	290,824	3,240,000
Transfers Out	4,617,793	6,525,000	7,725,000	7,061,000	5,730,000
Total	15,594,428	19,082,838	21,590,043	20,039,355	39,503,803
Ending balance	4,883,763	3,846,577	2,718,061	6,319,652	1,998,249
Total uses	\$ 20,478,191	\$ 22,929,415	\$ 24,308,104	\$ 26,359,007	\$ 41,502,052

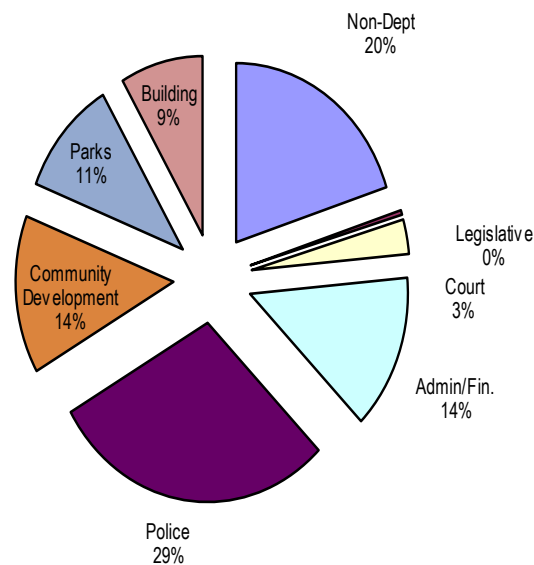
2023-24 Budget



Departmental Expenditures

Category	2020 Actual	2021 Actual	2022 Budget	2022 YE Estimate	2023-24 Budget
Non-Departmental	\$5,560,980	\$ 7,718,103	\$ 8,601,530	\$ 8,087,224	\$ 7,910,803
Legislative	67,067	82,400	73,000	68,980	163,200
Municipal Court	477,755	506,900	535,000	528,075	1,234,040
Admin/Finance	1,932,615	2,092,380	2,381,700	1,972,785	5,539,520
Police	4,070,264	4,293,206	4,637,843	4,532,752	11,501,270
Community Development	1,914,650	2,493,338	2,814,246	2,577,088	5,632,138
Parks & Recreation	1,172,204	1,427,744	1,836,694	1,601,939	4,185,892
Building	398,893	468,767	710,030	670,512	3,336,940
Total	15,594,428	19,082,838	21,590,043	20,039,355	39,503,803
Ending balance	4,883,763	3,846,577	2,718,061	6,319,652	1,998,249
Total uses	\$ 20,478,191	\$ 22,929,415	\$ 24,308,104	\$ 26,359,007	\$ 41,502,052

2023-24 Budget



NON-DEPARTMENTAL

WHAT WE DO

This program accounts for City services and their associated costs that extend across all departments, including:

- City-wide expenses such as election expenses.
- Memberships/dues to a variety of organizations.
- Medical benefits for retired LEOFF employees.
- General government (non-utility) debt service.
- Transfers to the Street Maintenance and Construction and Park Development funds.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Benefits	\$ 60,298	\$ 31,541	\$ 16,441	\$ 66,850	\$ 54,307	\$ 176,100
Supplies	8,621	30,483	24,630	35,000	27,000	70,000
Services	403,147	447,185	1,035,469	675,408	845,347	1,685,343
Capital Outlay	143,416	433,978	197,640	99,272	99,570	249,360
Transfers out/Other	3,410,000	4,622,650	4,076,475	7,725,000	7,061,000	5,730,000
Total expenditures	\$ 4,025,482	\$ 5,565,837	\$ 5,350,655	\$ 8,601,530	\$ 8,087,224	\$ 7,910,803

Significant Expenditures:

Harbor Museum	\$ 300,000
Insurance	\$ 967,159

Operating transfers out. General fund transfers to other funds for 2023-24 are as follows:

Fund	Amount
Street Operating	\$4,700,000
Street Capital	380,000
Park Development	250,000
LTGO Debt	400,000
Total	<u>\$5,730,000</u>

LEGISLATIVE WHAT WE DO

The Legislative Department accounts for the activities of the City Council. These activities include:

- Sets the overall policy for the city.
- Approves the city budget.
- Organizes and regulates the internal affairs of the City Council.
- Fixes compensation of city employees and establishes civil service/merit systems and retirement systems.
- Adopts ordinances and resolutions relating to the good government of the city.
- Exercises powers of eminent domain, borrowing, taxation, the grant of franchises, and other duties.
- Performs the duties and responsibilities prescribed under Title 35A RCW and adopts long-range goals and objectives within a funding mechanism ensuring efficient and effective government.

2022 HIGHLIGHTS

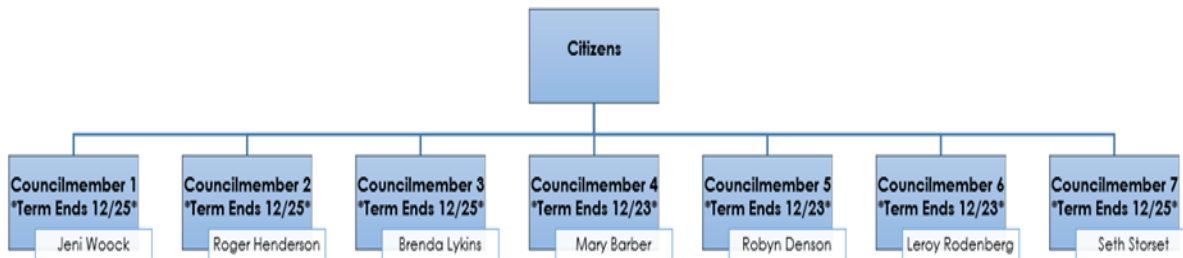
- Established City of Gig Harbor's Strategic Plan.
- Continued to set policy through resolutions and ordinances.
- Continued to work with staff to increase transparency and engagement.
- Promoted City of Gig Harbor's interests with the State Legislature.

STRATEGIC PRIORITIES

- Long-range financial stability to provide a balance of City services.
- Continue to ensure City of Gig Harbor's success through policies that support fulfillment of the Strategic Plan.
- Work with regional agencies to influence major issues like congestion, transportation and employment.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request
Salaries	\$ 58,800	\$ 58,800	\$ 54,901	\$ 58,800	\$ 59,892	\$ 130,200
Benefits	4,626	4,626	4,324	4,700	4,728	10,000
Supplies	389	249	13,099	1,000	1,274	8,000
Services	4,611	3,392	225	8,500	3,086	15,000
Capital Outlay	-	-	-	-	-	-
Total expenditures	\$ 68,426	\$ 67,067	\$ 72,549	\$ 73,000	\$ 68,980	\$ 163,200



JUDICIAL-MUNICIPAL COURT

WHAT WE DO

The Municipal Court serves citizens and visitors who have been charged with misdemeanors, civil infractions, or parking violations. The Gig Harbor Municipal Court:

- Adjudicates criminal misdemeanor offenses and imposes appropriate fines, fees, and punishments;
- Collects fines, restitution and other assessments imposed by the court and accounts for all funds received and disbursed;
- Manages juries for an estimated twelve (12) trials scheduled each year;
- Assures the due process requirement of a public defender at arraignments;
- Makes decisions about civil infractions and imposes penalties and deferrals as appropriate;
- Coordinates interpreters for hearing impaired persons and languages;
- Monitors, evaluates, and implements legislative mandates and changes in court rules.
- Manages the domestic violence kiosk for temporary protection orders.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Salaries	\$ 277,766	\$ 274,032	\$ 280,718	\$ 280,200	\$ 300,347	\$ 756,640
Benefits	98,582	87,344	93,737	103,700	113,202	227,400
Supplies	5,844	19,289	17,233	8,500	11,743	26,000
Services	95,218	97,090	96,108	134,000	102,783	224,000
Capital Outlay	-	-	-	8,600	-	-
Total expenditures	\$ 477,410	\$ 477,755	\$ 487,796	\$ 535,000	\$ 528,075	\$ 1,234,040

Budget Notes: Temporary staffing shortage is expected from December 2022 through June 2023 due to scheduled FMLA leave. Funds are budgeted to hire one (1) FTE temporary employee.

2022 HIGHLIGHTS

- Served as a pilot court for the new CLJ-CMS electronic case management system replacing the old 1980s system, Judicial Information System (JIS).
- Instituted virtual court proceedings during COVID-19 pandemic.
- Resumed in-person jury trials amid the COVID-19 pandemic and resolved the trial backlog.

- Expanded video hearings with Pierce and Kitsap jails to reduce or eliminate the need for transport of incarcerated defendants.
- Reclassified 2 FTE Court Clerk positions to reflect actual work performed and better serve court operations.
- Contracted with Seattle's Finest Security & Traffic Control, LLC. for court security services.
- Contracted with Dynamic Collectors, Inc. for improved collection services of unpaid court fines, fees, and costs.
- Implemented online Juror Qualification form to reduce barriers to jurors.

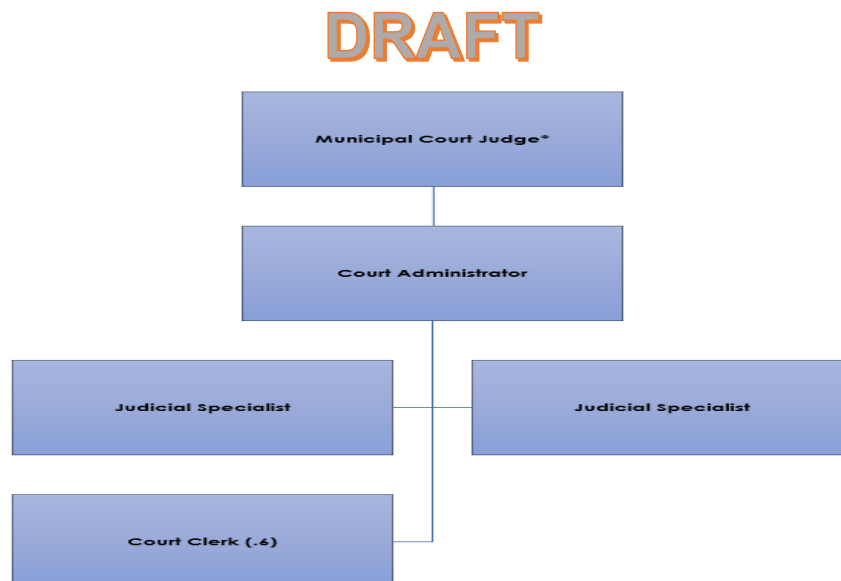
2023 - 24 GOALS

- Implement hybrid court system that allows for both virtual and in-person court proceedings.
- Fully implement Enterprise Justice case management and electronic filing system.
- Update and improve website for better organization and user-friendly content consistent with Enterprise Justice electronic filing system.
- Purchase office equipment needed for implementation of electronic case management system.

LONG-RANGE PLANS

- Technology improvements to provide modern, interactive online services and forms to achieve greater efficiency, provide access to justice, and instill public trust and confidence.
- Increase succession planning, cross training, and education.

ORG CHART



ADMINISTRATION

WHAT WE DO

Mayor

The Mayor occupies the highest elective office in the municipal government and provides the leadership necessary to keep the city moving in the proper direction. The mayor is responsible for directing the City Administrator to run the day-to-day operations of the city and staff. The mayor is a leader in staking out policy positions but also as a facilitator of effective teamwork. The administrative authority, including a veto power is vested in the mayor. The mayor also deals with important policy issues and long-term future concerns. The mayor works to guide the city as a better place to live tomorrow, not just today.

City Administrator

The City Administrator is responsible to the mayor for implementing city policies, statutes, and goals through the directing of the daily operations of all departments and programs and capital projects of the City. The City Administrator also assists the Mayor and Council in developing policies and legislation. Intergovernmental relations, economic development, community information (neighborhood meetings, web page, informational publications, etc.), and general research and analysis are also part of the City Administrator's office.

City Clerk's Office

The City Clerk's office is dedicated to the needs of our public and internal customers by providing them with quality services in a timely, positive, professional, and cooperative manner. Responsibilities of the City Clerk include management of the city's official records, public records requests and disclosure, City Council support including agenda development, packets and preparation of official minutes, public noticing, risk and claims management, legal noticing, compliance with public records retention, recording of legal documents, boards and committees' memberships, website maintenance and business licensing.

Communications and Tourism

The Communications and Tourism team is responsible for maintaining a positive image of the City while developing, implementing, and managing all aspects of the City's internal and external communications, marketing, advertising and public relations policies and protocols. Responsibilities include engaging the community through tourism, events and outreach. This position serves as a liaison to the community, media, citizen groups, as well as state and local agencies; coordinates projects and City events; and compiles statistical data; responsible for the management of the Lodging Tax Funds annually.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Salaries	\$ 294,289	\$ 257,525	\$ 263,824	\$ 321,700	\$ 292,700	\$ 740,400
Benefits	118,340	100,883	94,140	142,000	102,800	277,400
Supplies	27,057	26,107	11,164	15,000	20,780	30,000
Services	968,616	923,717	769,593	907,500	846,716	2,259,695
Total expenditures	\$ 1,408,302	\$ 1,308,232	\$ 1,138,721	\$ 1,386,200	\$ 1,262,996	\$ 3,307,495

Budget note: Services include city attorney, prosecutor and assigned counsel (2023-24 amount - \$1,470,715)

2022 HIGHLIGHTS

Mayor/City Administrator

- Established a new Sister City partnership with Bodo, Norway.
- Instituted a "Weekly Update" to City Council and all staff to promote collaboration and communication.
- Selected a new City Administrator with the full support of City Council.
- Reestablished training and development as a priority for city staff.
- Instituted an employee retention program for 2022 and 2023.
- With support from Council, provided \$500,000 in ARPA funds to the FISH Food Bank.
- Established new Board and Commission onboarding procedures that comply with State Law and the Gig Harbor Municipal Code.
- Fostered relationships with community partners such as the FISH Food Bank, Chamber of Commerce, Downtown Waterfront Alliance, Gig Harbor Senior Center, Permission to Start Dreaming Foundation, Harbor Wildwatch, Gig Harbor BoatShop and many more.
- Upheld "first day promise" of encouraging and following through with internal promotions.
- Held three City Council retreats to foster consensus and relationship building of our Councilmembers.
- Worked hard to cultivate a welcoming and inclusive atmosphere at the Civic Center, including building relationships with our "off-site" employees at the Public Works Shop and Wastewater Treatment Plant.

City Clerk

- Implemented several enhancements to the City's website, including:

- Searchable archive center
- SeeClickFix concern reporting program
- AudioEye ADA accessibility features
- NextRequest public records request platform
- Developed and adopted policies for many administrative functions, including:
 - Accepting proclamation requests
 - Recruiting and appointing advisory board members
 - Flag displays and lowering
 - Emergency remote meeting procedures
 - Surplus property disposal policy

Tourism and Communications

- Revamped the Gig-a-Byte to include the “Mayor’s Top 5” where new and upcoming events, policies and meetings are communicated to the public.
- Created a Mayor’s podcast to further citizen interaction and engagement.
- Successfully created celebrations events for the Honoring Symbol at Austin Park, Eddon Boatyard House and North Creek Conservation Area Phases 1 and 3.

2023 - 24 GOALS

Mayor/City Administrator

- Maintain state lobbying contract - **\$40,000 annually.**
- Maintain federal lobbying contract - **\$60,000 annually.**
- Provide funding for the Gig Harbor Downtown Waterfront Alliance and its continued activities to promote downtown businesses – funded through Lodging Tax.
- Promote and attract new businesses to downtown Gig Harbor through a variety of methods.
- Organizational assessment for potential Parks Department - **\$20,000 2023**
- Establish a new Sister City in Croatia.
- Contract with on-call grant writer in support of city priorities - **\$20,000 annually.**

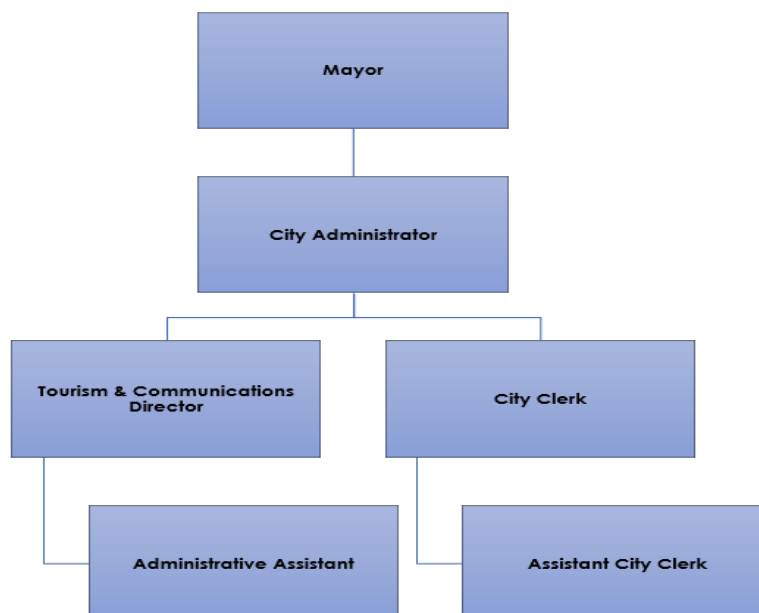
City Clerk

- Continue to facilitate the appropriate and timely response to the increasing volume of public records requests in order to be more open, accountable, and responsive to citizens. Implement the public records policy.
- Continue to implement open data access on the City’s website. Open data can facilitate government transparency, accountability, and public participation.
- Work for continued compliance with document and electronic records retention and ways to facilitate record retrieval through the Records Management Committee.

Tourism and Communications

- Continue measurement of success through increased growth of lodging tax year over year.
- Self-publish the 2023 and 2024 Visitors Guide, with a goal of increasing advertising year over year to cover costs, return to distribution on WS Ferries and at SeaTac International Airport, create a database of reciprocal agreements with other cities with the same visitor profile (Port Townsend; Bend, OR; Mercer Island, etc.), mail to a growing list of Gig Harbor addresses (city limits, adding in additional lists from 332 and 335) and, in the years to come, create a profit that underwrites further expenses from Summer Sounds and/or holiday events and offerings.
- Build holiday draw within city limits for the region; define Gig Harbor as a perfect seaside village for the holiday with events and programming throughout the month of December.
- Create interactive art campaign in partnership with local muralists in order to increase photo opportunities for visitors and residents to post, creating a soft influencer approach on reasons to visit Gig Harbor.
- With the assistance of a City committee, engage a branding firm to renew the image of City signage and external materials, creating a brand guideline, updated logo, colors and fonts to maintain consistency throughout all City of Gig Harbor / Visit Gig Harbor publications and signage.
- Fund a variety of events in interest areas and portions of the year as defined by the 2023 (and 2024) LTAC recommendations after review of event and operations applications.
- Create a City-wide Communications Strategy and Plan - **\$50,000 2023**.
- Fourth of July event - **\$100,000 annually**.

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HUMAN RESOURCES

WHAT WE DO

Human Resources is committed to making the City of Gig Harbor an employer of choice by creating and maintaining an inclusive work environment where all employees are engaged, learning and growing, which will attract and retain the most talented diverse workgroups to serve the residents of Gig Harbor. As a strategic partner, Human Resources will support the changing needs of the City and model exceptional public service, stewardship, integrity, innovation and a commitment to employees and residents. Responsibilities include: ensuring compliance with all federal, state and local laws and regulations, equal employment opportunity compliance, policy development, plan and implement management objectives to achieve business goals, strategic planning, negotiate and administer collective bargaining agreements, provides consultation to resolve formal and informal complaints and/or disciplinary matters, job classification and compensation, recruitment and selection, pre-employment testing and background checks, wage/ salary/benefit administration, onboarding, health and safety, OSHA, management training and development, labor relations, employee relations, performance management, retention and separation, verification of employment, FMLA, PFML, ADA, workers compensation, unemployment and all associated mandated reporting and documentation. Human Resources also manages the following required programs: DOT drug and alcohol testing, Commute Trip Reduction, Employee Wellness, RMSA-U online training, audiology testing, and HR records management. The Human Resources Director is the Civil Service Secretary/Chief Examiner for the Civil Service Commission.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Salaries	\$ -	\$ 73,559	\$ 81,804	\$ 100,200	\$ 87,072	\$ 277,500
Benefits	-	26,449	22,423	45,900	33,100	116,900
Supplies	-	18,522	8,629	14,500	18,899	44,000
Services	40	42,009	19,274	44,500	26,781	202,408
Total expenditures	\$ 40	\$ 160,539	\$ 132,130	\$ 205,100	\$ 165,852	\$ 640,808

2022 HIGHLIGHTS

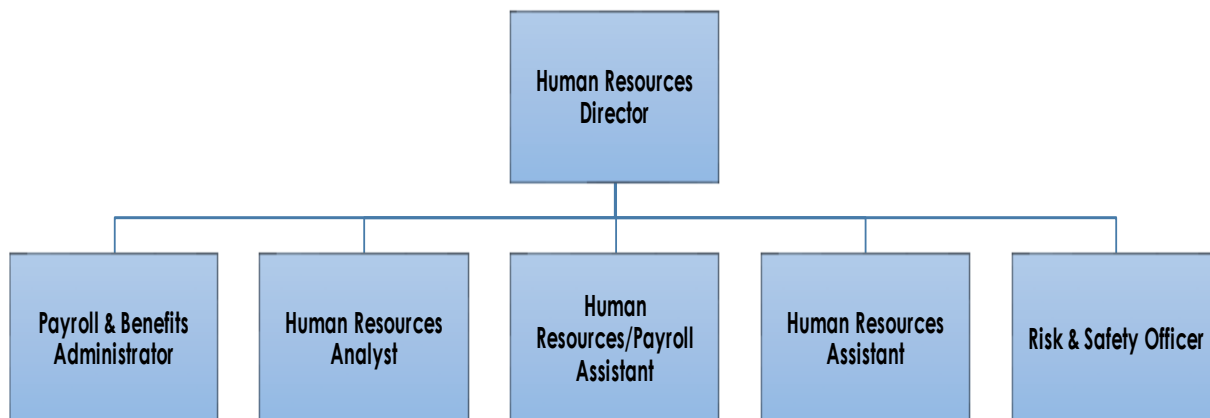
- Successfully negotiated the 2022 Teamsters 117 Police Collective Bargaining Agreement.
- Identified top internal and external talent for approximately 40 vacancies (in comparison to 27 in 2021).
- Enhanced and improved the onboarding experience for new hires by reducing the time-to-hire by an estimate of 25%.

- Effectively evaluated HR systems and processes to ensure compliance with local, state, and federal regulations to include: employee file audits, record destruction consistent with retention standards, policy and procedure updates to ensure alignment with Personnel Regulations and Collective Bargaining Agreements, payroll processing improvements with Vendors, etc.
- Prioritized staff wellness and appreciation events (8 were new this year) with stronger participation in 2022 than has been in several recent years.
- Re-established consistent standards and timing with performance evaluation program.

2023 - 24 GOALS

- Conduct an employee satisfaction survey - \$5,000 annually.
- Staff experience – special events, engagement opportunities.
- Salary and benefit study to assesses and determine any needed adjustments - \$100,000 2023.
- Safety and risk – develop City-wide safety and risk plan
- Rewards and recognition – staff anniversaries, birthdays, project accomplishments, certifications/licenses, etc.
- Staff training and development – performance evaluations, supervisory training, leadership academy.
- Productivity and efficiency – staff onboarding, automated timekeeping and leave management \$30,000 2023.

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INFORMATION AND TECHNOLOGY SERVICES

WHAT WE DO

The Information Technology Services department provides internal technology services to all city departments to meet the needs and services being provided to the City of Gig Harbor community members. The Information Technology Services govern the policies, processes, practices, and tools to align the most appropriate technology infrastructure. The Information Technology Services manage, acquire, develop, test, and deploy applications, data, hardware, services, and software resources. The Information Technology Services are responsible for procuring all technology-related hardware, software, services, telephony, licenses, and coordinating city-wide system conversions compatible with our industry and compliance standards. The Information Technology Services perform the surplus of expired and obsolete asset-related equipment through strict accounting and environmental principles.

The Information Technology Services department handles all aspects of managing and supporting the city's network and technology infrastructure services. The scope of these responsibilities encompasses:

- Budget and Planning
- Information Technology Procurement
- Cloud based technologies
- Development
- Ongoing technical support
- Programming
- Telephony
- WAN/LAN/WLAN infrastructure
- Web Implementation

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Salaries	\$ 38,710	\$ 36,495	\$ 58,728	\$ 73,700	\$ 42,340	\$ 156,700
Benefits	13,794	12,369	12,262	30,900	15,400	47,700
Supplies	2,930	20,858	14,721	105,000	38,760	80,000
Services	5,227	18,335	59,217	131,500	33,644	459,145
Total expenditures	\$ 60,661	\$ 88,057	\$ 144,928	\$ 341,100	\$ 130,144	\$ 743,545

2022 HIGHLIGHTS

- Building facilities
 - Revamped data center to improve air conditioning, environmental controls, lighting, and new IT equipment cabinets.

- Migrated the City's HVAC building controls to the new server infrastructure.
- Software
 - Windows 10 was deployed to over 100 user devices with the office 365 suite integrated and became the standard operating system for all users.
- Communications
 - Completed the restructuring of the network topology at the Wastewater Treatment Plant, Public Works Operations Shop and Civic Center.
 - Upgraded ShoreTel phone system software.
 - Completed implementation of new wireless at the wastewater treatment plant, public works operations shop and civic center.

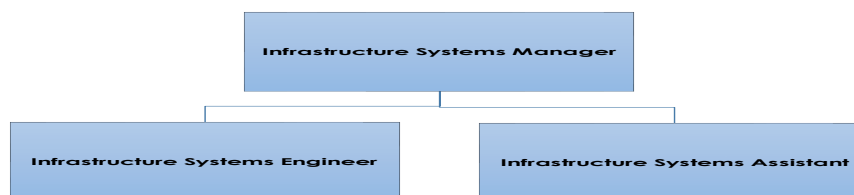
2023-2024 GOALS

- Fund Management
 - Establish ITS internal service fund.
- Data Management
 - Migration of data from box.com to Microsoft 365 to align the city's data with the productivity products used by city staff.
- Cyber Security
 - Cyber Security Penetration Testing and Remediation.
 - Implement Multi-factor Authentication (MFA) in Microsoft 365.
- Building facilities
 - Provision network and communications for the new Public Works Operations Center.
 - Upgrade fiber optic cables that feed the Police and Public Works engineering/community development buildings at the civic center campus.
 - Collaborate with Public Works to implement new door control security access system citywide.

LONG-RANGE PLANS

- Collaborate with departments in the development of a long-range technology roadmap to leverage new and progressive technologies and streamline processes throughout the city.
- Continue performing security monitoring to mitigate the business impact of operational information security vulnerabilities and incidents.

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FINANCE

WHAT WE DO

The Finance Department is responsible for managing the city's financial resources and providing support for city operations. The Finance Department provides the following services for city government:

- **Treasury**
 - Receive and deposit monies into the city's bank accounts.
 - Maintain the city's banking relationships.
 - Manage investments.
 - Provide financing arrangements for capital projects.
 - Administer the city's debt program.
 - Monitor city compliance with federal tax code and bond covenants.
- **Budget preparation and administration.**
 - Prepare and manage the budget throughout the budget cycle.
 - Monitor city revenue sources and provide periodic forecasts.
- **Accounting services.**
 - Prepare the city's annual financial reports.
 - Manage the city's financial accounting system.
 - Provide departmental accounting support.
 - Process accounts payable and audit expense vouchers.
 - Monitor grant expenditures and prepare grant reimbursement requests.
 - Maintain the city's internal control systems.

BUDGET OVERVIEW

	2019		2020		2021		2022		2022		2023-24	
Account Title	Actual		Actual		Actual		Budget		YE Estimate		Request	
Salaries	\$	229,660	\$	214,832	\$	222,326	\$	271,800	\$	250,200	\$	500,400
Benefits		98,577		89,569		85,842		120,500		93,200		200,100
Supplies		4,168		17,877		12,625		10,000		18,416		29,190
Services		49,859		53,509		46,064		47,000		51,977		117,982
Total expenditures	\$	382,264	\$	375,787	\$	366,857	\$	449,300	\$	413,793	\$	847,672

2022 HIGHLIGHTS

- Transitioned the city from annual budget to biennial budget.
- Developed a new format for biennial budget.
- Managed implementation of Municipal Payments module. This is an additional module provided by Springbrook, which is the city's financial system.
- Managed 2021 fiscal, compliance and federal single audit.
- Implemented a succession plan for retiring Finance Director.
- Provided information for and worked with Peninsula Financial Consulting concerning the water, sewer and storm rate study.

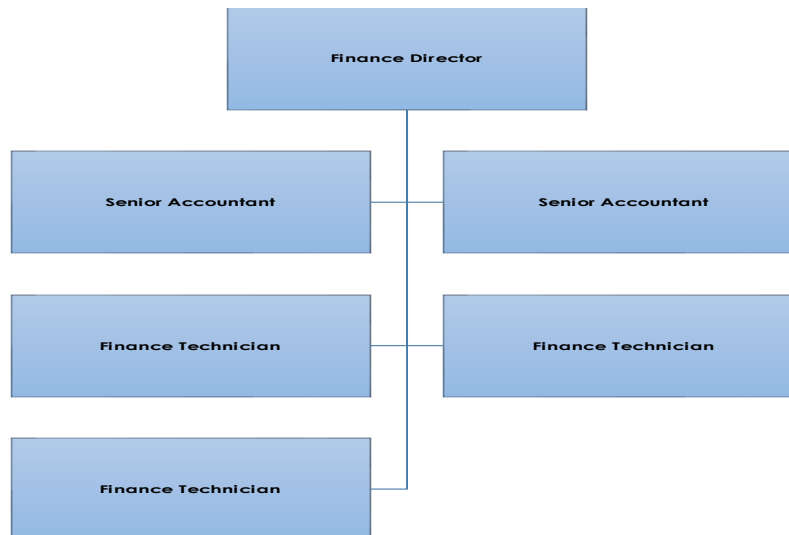
2023 - 24 GOALS

- **Internal services fund - Information and Technology Services.** Develop and implement an internal services fund for Information and Technology services. This fund will account for all shared technology services centrally. The costs will then be charged back to the departments as an annual fee.
- **Credit Card Fee Analysis.** Review fees from processing companies. Review fee charges that the city may charge for credit card usage.
- **Indirect Cost Allocation.** Review and refine the city's indirect cost allocation plan to equitably distribute costs among benefitted departments Continue Emergency Management Program.
- **General Controls – Federal Grants.** Ensure systems are documented and working as designed.

LONG-RANGE PLANS

- Maintain the city's Aa2, and AA investment grade bond ratings from Moody's and Standard and Poor's.
- Maintain strong and effective internal controls over financial and grant processes.

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POLICE WHAT WE DO

Vision BPS: To provide the **best public possible** public safety and **service** to our community.

- Partner with citizens and businesses to maintain a safe and resilient community.
- Conduct routine patrols to serve as crime deterrent and traffic safety enforcement element.
- Respond to all calls for service related to public safety, crime, and community assistance.
- Investigate all crimes reported and hold those responsible accountable.
- Operate Marine Services Unit to preserve and promote boating safety and education upon city waters.
- Plan for and respond to emergency situations to preserve public peace and safety.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Salaries	\$ 2,163,787	\$ 2,318,737	\$ 2,461,744	\$ 2,766,577	\$2,612,164	\$ 6,693,154
Benefits	866,385	873,880	857,902	951,150	889,272	2,339,600
Supplies	128,913	163,585	112,028	156,900	143,508	513,802
Services	564,848	552,771	556,141	643,816	680,686	1,464,214
Capital Outlay	98,460	161,291	48,493	119,400	207,122	490,500
Total expenditures	\$ 3,822,393	\$ 4,070,264	\$ 4,036,308	\$ 4,637,843	\$4,532,752	\$11,501,270

Budget note: Capital outlay includes 5 hybrid suvs and 1 sedan (4 - new officers; 2 - replacement vehicles)

2022 HIGHLIGHTS

- Improved organizational structure by creating detective sergeant position.
- Replaced one marked patrol car, two additional vehicles in production.
- Maintained state mandated training compliance.
- Improved case clearance rate.
- No sustained citizen complaints.

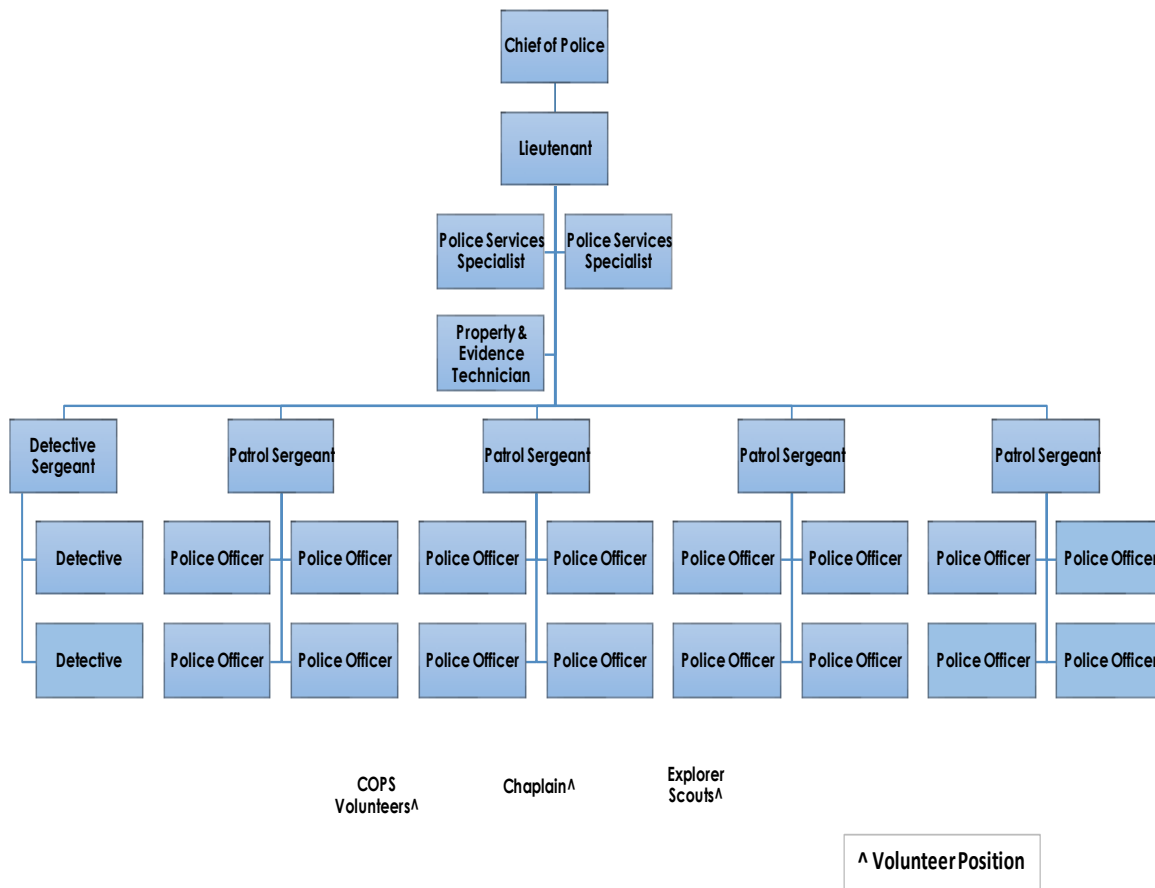
2023 - 24 GOALS

- Increase staffing levels to meet increasing demand.
- Increase training for officers.
- Attain Washington State Accreditation.
- Replace two additional patrol vehicles – consider eco-friendly options.

LONG-RANGE PLANS

- Continue to evaluate operational efficiencies, seek alternative funding sources, and lead the way in new technologies.
- Develop enhanced recruiting and retention practices with consideration of succession planning.

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COMMUNITY DEVELOPMENT

WHAT WE DO

Building & Fire Safety Division

1. **Policy guidance.** Advise city officials on policy matters related to building construction, fire and life safety, emergency management and code enforcement.
2. **Construction permitting/code compliance.** Advance safety and durability in the city's built environment through review, permitting, inspection, approval, and enforcement of all work regulated under GHMC Title 15.
3. **Community activities.** Promote community health and safety by providing information and education on matters related to building construction, fire and life safety.
4. **Fire prevention.** Reduce hostile fires through fire code enforcement, fire/explosion investigation, and inspection of commercial occupancies.
5. **Intra/inter-jurisdictional cooperation.** Promote coordination between departments by participating in pre-application conferences and reviewing land use, annexation, and civil construction proposals.
6. **City Facilities.** Conduct annual fire code inspections of all city facilities.
7. **Historic structure codes.** Promote preservation of the city's heritage and sustainable development through the adoption and application of codes addressing the unique aspects of historic structures.

Planning Division

1. **Policy guidance.** Provide professional policy guidance to the Mayor, City Council, Planning and Building Committee, Planning Commission, Design Review Board and other city departments on all matters related to land use and long range comprehensive planning within the city and its unincorporated urban growth area (UGA).
2. **Community planning.** Provide direction for community planning efforts, including the downtown and shoreline planning efforts, economic and community development, future capital facility needs and facilitation of community participation in city planning efforts.
3. **Land-use permitting.** Administer the City of Gig Harbor's land use permit process. Including all private-party applications and public capital improvements.
4. **Code compliance.** Provide enforcement of the city's land-use development, environmental and nuisance codes in a fair, equitable and timely manner.
5. **Inter-governmental relations.** Act as liaison between city, county, regional, state, tribal and federal governmental organizations and agencies, representing the interests of the City of Gig Harbor and its citizens. This includes continued involvement in inter-jurisdictional coordination under the Growth Management Act through participation and attendance at the Growth Management Coordinating Committee meetings, appropriate Puget Sound Regional Council committee

- meetings, and participation in the West Central Local Integrating Organization's salmon restoration planning efforts for WRIA 15.
6. **Historic preservation.** Continue to implement the Certified Local Government (CLG) program under the Washington State Department of Archaeology and Preservation (DAHP) to identify, evaluate, designate, and protect designated historic resources within the boundaries of the City of Gig Harbor for future generations including the implementation of special valuations, a property tax incentive, as provided in Chapter 84.26 RCW.
 7. **Capital facility planning.** Work with the Public Works and Finance Departments to identify capital facility needs and funding mechanisms. As necessary, prepare amendments to the Capital Facilities Element for adoption with biennial budget.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Salaries	\$ 1,301,695	\$ 1,254,875	\$ 1,257,365	\$ 1,564,100	\$ 1,485,490	\$ 3,238,800
Benefits	506,488	438,028	429,271	707,000	611,882	1,309,100
Supplies	20,882	57,394	46,632	51,000	27,014	64,000
Services	154,845	164,353	398,899	457,146	452,702	985,238
Capital Outlay	-	-	-	35,000	-	35,000
Total expenditures	\$ 1,983,910	\$ 1,914,650	\$ 2,132,167	\$ 2,814,246	\$ 2,577,088	\$ 5,632,138

Budget Notes: Capital outlay includes one vehicle purchase (ordered in 2022, delivery not expected until 2023)

Mayor & Department Supported Objectives

1. **Climate Action Plan: 76,410.46**
Initiated as part of the 2022 Comprehensive Plan Amendment to include policies and goals around Climate Change. Early Implementation Climate Planning Grant awarded by the Department of Commerce in the amount of \$76,410.46. Work will begin in 2022 and carry-over into 2023. Work is to be completed in June 2023. Funds to be used to offset some staff time and the cost of contracting with a consultant to develop the plan.
2. **Middle Housing, Racial Equity Analysis & and Housing Needs Assessment: \$30,000**
Middle Housing Program Grant awarded by the Department of Commerce in the amount of \$30,000. This funding will support the required components of our Housing Element Update. SSHA3P has also been awarded grant funding that will

benefit the City of Gig Harbor and other jurisdictions through the hiring of a consultant to conduct outreach and analysis related to the Middle Housing effort. Funds to be used to offset staff time spent on managing the update to the City's Comprehensive Plan Housing Element.

3. **2024 Comprehensive Plan Periodic Update: \$350,000**

Initiated as part of the 2022 Work Program.

2024 Growth Management Act Periodic Update Grants awarded by the Department of Commerce in the amount of \$125,000. The award is split with \$62,500 available from July 1, 2022 through June 30, 2023. Funds to be used to offset the cost of some staff time and contracting with a consultant to assist in updating the City's Comprehensive Plan.

4. **Urban Forestry Management Plan: \$73,748**

Initiated as part of the 2022 Work Program, this project will continue into 2023.

2022 Community Forestry Assistance Grant awarded by the Department of Natural Resources in the amount of \$39,500. This is a matching grant whereby the City is contributing staff labor and budget allocation. Funds to be used to offset some staff time and the cost of contracting with a consultant to assist in developing the City's Urban Forestry Management Plan.

\$25,000 allocated to Planning Objective #11 in the 2022 budget will be used to offset the City's matching contribution.

2022 HIGHLIGHTS

- Full-time code compliance officer.
- SmartGov integration of City/FD5 reoccurring fire inspections.
- Update city fireworks ordinance to reflect Council objectives.
- Completed update to shoreline master program.
- Kicked-off 2024 Comprehensive Plan Periodic Update.
- Completed urban growth Area assessment and guidelines.
- Awarded grants: climate change, urban forestry management, middle housing, 2024 Comprehensive Plan.
- Kicked-off housing needs assessment.
- Amended comprehensive plan: climate change, PROS element, stormwater comprehensive plan.
- Contracted with the city's first city arborist.
- Kicked-off urban forestry management plan.

2023 - 24 GOALS

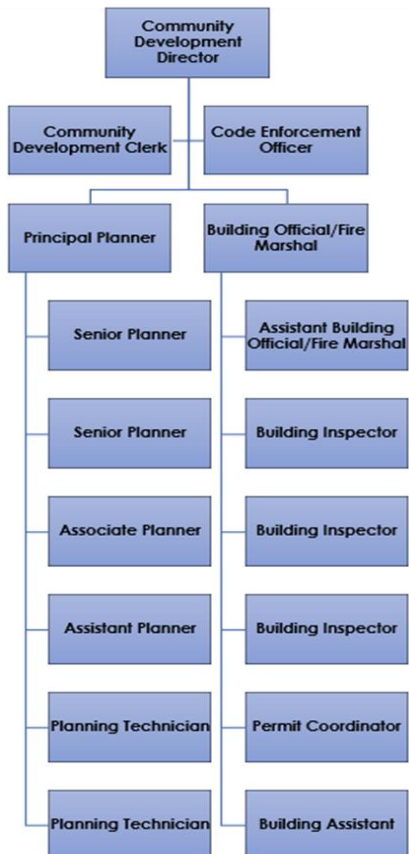
- Increase staff access to training and education.
- Begin electrifying the Department's fleet.
- Establish process and procedure for code compliance program.

- Update GHMC to support new code compliance program.
- Fully develop the SmartGov Portal and Dashboard for permit management and data reporting.
- Establish a Planning Intern Program.
- Continue 2024 Comprehensive Plan Periodic Update – includes Design Manual review and update, critical areas review and update.
- Adopt a Climate Action Plan.
- Conduct a Housing Needs Assessment & Middle Housing Analysis.
- Form a Historic Preservation Commission/Board.
- Complete Urban Forestry Management Plan.
- Records management planning.
- Update the GHMC Zoning and Environment titles as necessary.

LONG-RANGE PLANS

- Form an Urban Forestry/Tree Board/Commission.
- Digitize all archival records.

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PUBLIC WORKS

WHAT WE DO

The Public Works Department is responsible for a wide variety of infrastructure services to the public. Primarily, this involves streets, storm drains, potable water, wastewater, parks and recreation, building maintenance, and lighthouse maintenance. These services are generally provided by four divisions – Administration, Operations, Engineering and Wastewater. Below is a more detailed description of each section's function under the Public Works umbrella.

Administration

The administration function of the Public Works Department has many roles including budget development, management of the City's right of way and properties, consistency in capital planning, Geographic Information Systems (GIS) for the entire city, and a central clearing house for interaction with the City Administration, City Council, and the public.

Operations

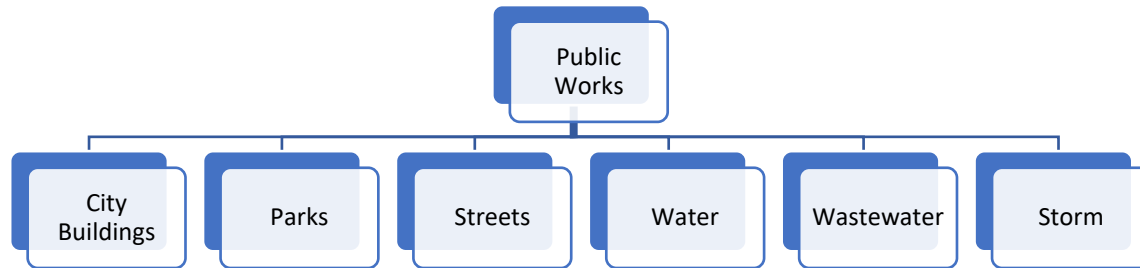
City of Gig Harbor Operations Division is responsible for the maintenance and operation of the city's infrastructure including streets, storm drains, parks, water utility, building maintenance, and city-owned equipment.

Engineering

Engineering is considered a General Fund division of Public Works that is also supported by other Public Works funds. Engineering is primarily responsible for carrying out city infrastructure improvements and review of public, city capital, and private developer funded development projects. This includes various permit reviews of all development that affects public infrastructure. Engineering also implements city-wide studies in order to identify and implement improvements to infrastructure as well as performing long-range infrastructure planning duties.

Wastewater

The Wastewater Division is an enterprise fund that is primarily responsible for collecting and treating wastewater. This wastewater, which is generated from residences, businesses, and other users, is collected and safely conveyed to the city's central wastewater treatment facility for treatment then treated and discharged in a safe, efficient, and environmentally sound manner in accordance with state and federal permit requirements.



2022 HIGHLIGHTS

- Initiated the construction of the city's new Public Works Operations Center.
- Sewer pipe inspections utilizing sonar technology and GIS that streamlined inspections from a months long process to days.
- Updated City's Stormwater Rate structure based on city-wide, accurate Light Detection and Ranging data (LiDAR) and utilizing spatial analysis capabilities of GIS.
- Conducted multiple staff GIS trainings across departments.
- Numerous updates of Cartograph to include known City assets, and creation of custom assets to better facilitate Public Works Operations workflow.
- Initiated high-accuracy data collection for city's assets to improve data quality.

2023 - 24 GOALS

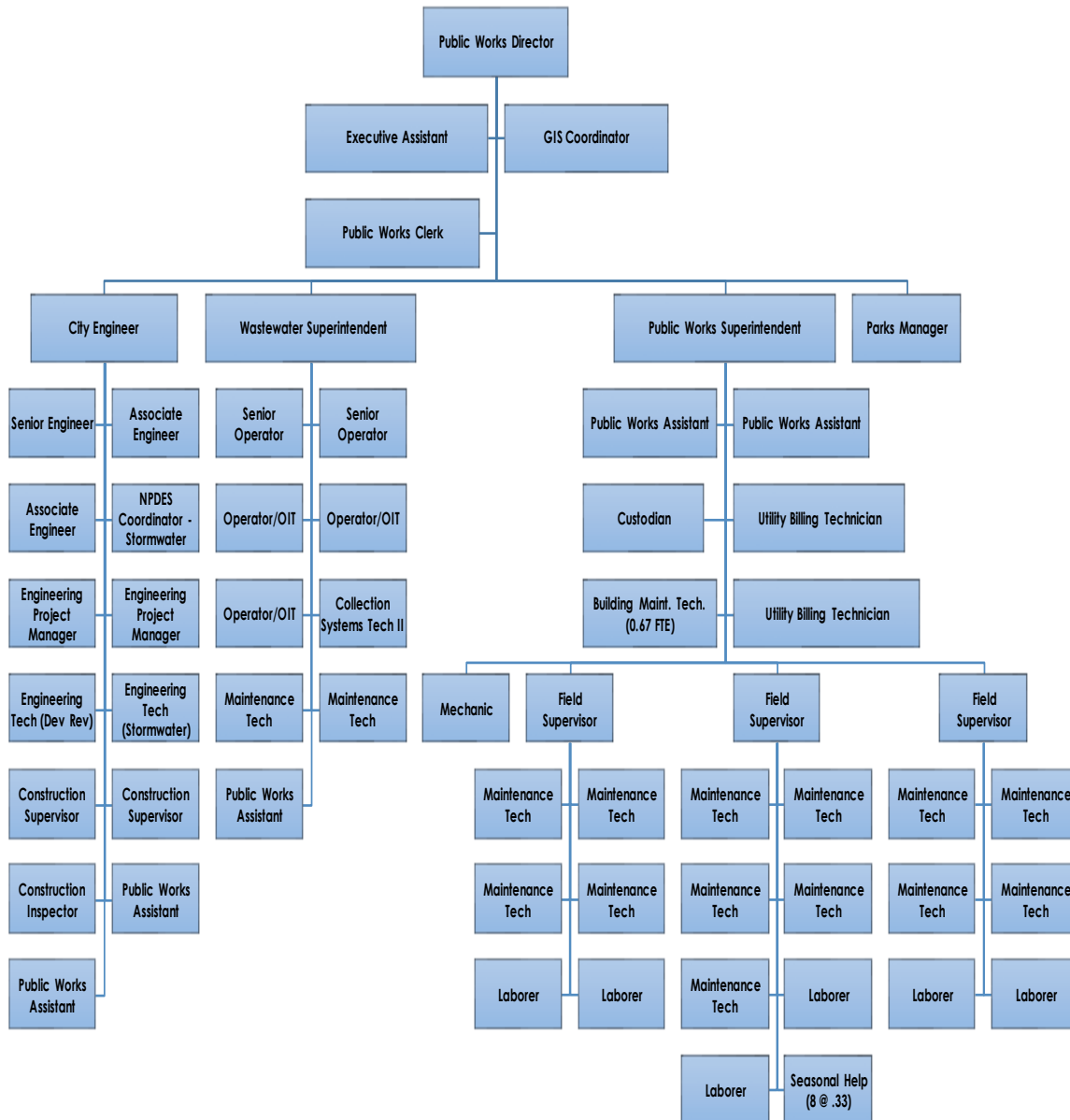
- Complete the construction of the city's new Public Works Operations Center.
- Develop and implement a web-based GIS viewer that will be available to the public.
- Develop and implement mobile GIS applications to be available to city staff and to the public.
- Complete high-accuracy city asset updating.
- Update the city's 2018 Public Works Standards.
- Install new dust collection system at Public Works wood shop to improve safety and working conditions.
- Replacement Light Duty Truck (hybrid or all electric)
- New Maintenance Van (all electric)
- Replacement Aerial Lift Truck (standard fuel)
- Replacement Side Mower with Tractor
- Replacement 5-Yard Dump Truck
- Replacement Lawn Mower
- New Multi-terrain Mower

LONG-RANGE PLANS

- Maintain the established partnerships and develop additional partnerships with other local and federal agencies.
- Use GIS to gather and update Public Works data such as infrastructure and utilities, engineering designs, asset management, work order tracking, and citizen reporting.

- Implement GIS Standards including standard operating procedures for obtaining, managing, and updating GIS data.
- Review plans for and perform construction inspection of the public portion of private development projects to ensure they meet the city's standards.

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PARKS OPERATING

What We Do

The Parks Operating Division is responsible for operating and maintaining a variety of quality outdoor recreational opportunities and facilities for the citizens of Gig Harbor and visitors. Staff provides services for acquisition, development, planning, maintenance, and enhancement of. This function addresses maintenance and support for:

- More than 136 acres of park land and 17.6 miles of trails.
- Street trees, street planters, and landscape improvements.
- Hanging flower baskets and banners.
- The City's special event permit process and events such as Maritime Gig Festival, weekly concerts and outdoor movies at Skansie Brothers Park, and the annual tree lighting ceremony.
- Planning and preparing for City's Park, Recreation, and Open Space system.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Salaries	\$ 470,033	\$ 512,446	\$ 492,757	\$ 693,300	\$ 680,900	\$ 1,456,500
Benefits	205,398	251,926	253,534	392,260	324,500	700,580
Supplies	107,539	124,042	132,939	169,265	165,000	376,530
Services	248,547	230,673	318,998	493,069	360,739	1,312,782
Capital Outlay	106,464	53,117	41,909	88,800	70,800	339,500
Total expenditures	\$ 1,137,981	\$ 1,172,204	\$ 1,240,137	\$ 1,836,694	\$ 1,601,939	\$ 4,185,892

Budget Notes:

2022 HIGHLIGHTS

- Adoption of the 2022-2028 PROS Plan
- Installed native trees and shrubs at various parks, streetscapes and other City grounds.
- Completed and submitted to RCO the 2022 Parks Recreation Open Space Plan Update.
- Purchased a new multi-terrain mowing tractor.
- Replaced the existing brush chipper with a new one that has the capacity to handle larger items and provide safety measures for employees.

2023 - 24 GOALS

- Install native trees and shrubs at various parks, streetscapes and other city

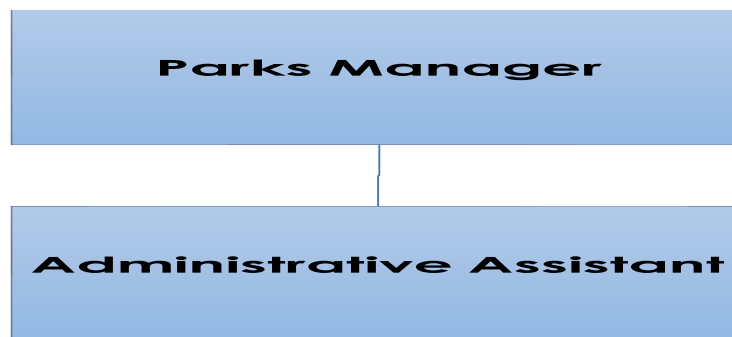
grounds.

- Per PROS Plan, identify priorities and processes to guide the city's land conservation interests
- Establish park standards that address park safety, desired outcomes, and instruct maintenance expectations.
- Develop open space management plan(s): identify public lands and conserved critical lands for coordinated management approaches.
- Design, locate, and install sign and trail program for all parks and trails, including specifically speed signs along the Cushman Trail and coordinated with Peninsula Metropolitan Park District.
- Evaluate and improve ADA access in a transition plan for parks with goals and evaluation criteria
- Develop a formal recycling program in city parks through participation, education, and support from local businesses and interest groups.
- Obtain park reservation software to allow for online reservations and payments.
- Update the Eddon Boat Park aquatic lease.
- Furnish the Eddon Boat Park Brickyard House
- Develop and award a small public works contract to resurface and re-stripe the tennis/pickleball court (including replacing the court net) at Crescent Creek Park and the basketball court at Veterans' Park.
- Install new security and camera system at existing Operations Shop facility.
- Replace spinner toy at Civic Center Park.

LONG-RANGE PLANS

- Support the maintenance of the existing art collection and encourage collaboration with the Arts Commission to achieve multiple forms of art in parks including creative placemaking activities.
- Disseminate city parks information through interactive GIS mapping.
- Create a donation list for desired and common park amenities.
- Provide exemplary public participation programs and customer-oriented park activation and services.

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CITY BUILDINGS

WHAT WE DO

The City Buildings function is to maintain, preserve and enhance city buildings, including the City Civic Center and the Bogue Visitor's Center, in accordance with city codes and community standards to provide a safe, pleasant, attractive, and productive environment for city activities, the public and tenants. (Note: Grounds maintenance and improvements around city buildings are incorporated under the Parks Operating and Parks Development Funds.)

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023-24
						Dept.
Account Title	Actual	Actual	Actual	Budget	YE Estimate	Request
Salaries	\$ 142,348	\$ 135,432	\$ 123,563	\$ 134,900	\$ 138,400	\$ 289,500
Benefits	67,640	64,415	55,610	76,250	49,164	104,600
Supplies	32,973	32,701	21,088	33,950	31,291	77,900
Services	131,227	86,544	150,870	269,930	243,755	284,940
Intergov't Charges	-	-	-	195,000	195,000	205,000
Capital Outlay	4,107	79,801	-	-	12,902	2,375,000
Total expenditures	\$ 378,295	\$ 398,893	\$ 351,131	\$ 710,030	\$ 670,512	\$ 3,336,940

2022 HIGHLIGHTS

- Feasibility Study to identify Civic Center HVAC System replacement alternatives.
- Replacement of building access and control system for the Civic Center.
- Rehabilitation of Bogue Visitor's Center building.
- Civic Center electric vehicle charging station.

2023 - 24 GOALS

See 2023-24 Capital Budget Addendum for goals and objectives

LONG-RANGE PLANS

- Establish a building maintenance division to focus on the expanding number of City Buildings and their associated maintenance needs.

ORG CHART – See Public Works

3. SPECIAL REVENUE FUND TYPE.....	39
Street Operating - Fund 101	41
Street Capital - Fund 102	43
Senior Services - Fund 103	45
Pedestrian Safety - Fund 104	46
State Drug Investigation - Fund 105	47
Federal Drug Investigation - Fund 106.....	48
Hotel-Motel Tax - Fund 107	49
Public Art Capital Projects - Fund 108	53
Park Development - Fund 109	54
Strategic Reserve - Fund 111.....	56
Equipment Reserve - Fund 112.....	57
Capital Development - Fund 301	58
Capital Improvement - Fund 305	59
Impact Fee Trust - Fund 309	60
Hospital Benefit Zone Revenue - Fund 310.....	62

**SPECIAL REVENUE FUND
DESCRIPTION OF FUND TYPE**

Special revenue funds are used to account for revenues derived from specific taxes or other sources that are designated to finance particular activities of the city.

These funds include Street Operating, Street Capital, State Drug Investigation, Federal Drug Investigation, Hotel - Motel Tax, Public Art Capital Project, Park Development, Strategic Reserve, Equipment Replacement Reserve, General Government Capital Development, General Government Capital Improvement, Impact Fee Trust, and Hospital Benefit Zone Revenue.

STREET OPERATING

WHAT WE DO

The function of the Streets Operating Division is to provide a safe, functional, efficient and aesthetic transportation system for the movement of people, goods and services through efficient maintenance and construction of improvements to the city's streets, pedestrian corridors, and bicycle routes. The emphasis as a "pedestrian friendly" community is on preservation and enhancement of pedestrian access in the city's residential and commercial areas.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YTD	YE Estimate	Dept Request	Dept Request	Dept Request
Resources									
Beginning Fund Balance	\$ 612,932	\$1,197,321	\$1,227,808	\$ 628,181	\$ 660,271	\$ 660,271	\$ 766,066	\$ 603,241	\$ 766,066
Total Licenses & Permits	24,850	19,600	24,400	20,000	5,700	11,400	20,000	20,000	40,000
Total Intergovt Revenues	231,884	213,149	232,869	237,039	118,326	236,652	235,580	239,992	475,572
Total Charges For Services	106,500	113,168	54,632	60,000	38,239	76,478	60,000	60,000	120,000
Total Miscellaneous Revenues	7,877	14,465	5,113	2,500	1,901	3,802	4,000	4,000	8,000
Transfers In	2,000,000	1,500,000	1,000,000	4,700,000	1,000,000	4,400,000	2,400,000	2,300,000	4,700,000
Other	3,193	1,939	-	-	-	-	-	-	-
Total Revenues	2,374,304	1,862,321	1,317,014	5,019,539	1,164,166	4,728,332	2,719,580	2,623,992	5,343,572
Total Resources	\$2,987,236	\$3,059,642	\$2,544,822	\$5,647,720	\$1,824,437	\$5,388,603	\$3,485,646	\$3,227,233	\$6,109,638
Expenditures									
Salaries	\$ 862,016	\$ 842,045	\$ 894,854	\$1,002,100	\$ 380,861	\$ 989,612	\$1,044,300	\$1,095,900	\$2,140,200
Benefits	339,976	331,113	337,909	499,600	156,527	421,156	462,080	501,580	963,660
Supplies	202,721	286,414	241,228	434,100	155,366	281,180	522,257	496,507	1,018,764
Services	278,738	319,145	328,858	2,911,743	346,799	2,887,464	661,851	588,251	1,250,102
Capital expenditures	106,464	53,117	81,702	71,125	4,104	43,125	191,917	58,750	250,667
Total expenditures	1,789,915	1,831,834	1,884,551	4,918,668	1,043,657	4,622,537	2,882,405	2,740,988	5,623,393
Ending Balance	1,197,321	1,227,808	660,271	729,052	780,780	766,066	603,241	486,245	486,245
Total Uses	\$2,987,236	\$3,059,642	\$2,544,822	\$5,647,720	\$1,824,437	\$5,388,603	\$3,485,646	\$3,227,233	\$6,109,638

2022 HIGHLIGHTS

- Purchased a material/asphalt spreader
- Purchased one F350 pickup with snowplow and salt spreader package
- Purchased two sets of Rapid Rectangular Flashing Beacons (RRFBs)

2023 - 24 GOALS

- Utilize the services on an on-call professional traffic engineer to address various issues that are in need of a solution when City Staff are not available or do not have the resources where the City is reimbursed for any such expenditures.
- Staff will be supported by a consultant to complete a comprehensive update to the

City's 2018 Public Works Standards (including adding traffic calming measures, sidewalk design, utility updates, etc.) and provide a process to receive input from the public (including an Ad-Hoc Pedestrian/Cyclist Advisory Committee to consult on pedestrian/cyclist-related standards).

- Review existing on-street parking standards, develop new parking standards, codes, consider new locations for ADA parallel parking stalls in the right-of-way, create an implementation plan, and receive input from other City Departments and external stakeholders.
- Replace sections of sidewalk around the City to maintain safety and accessibility in accordance with the annual sidewalk replacement program.
- Staff to install upgrades to pedestrian crossings of the Cushman Trail at City streets.
- Develop and institute roadway shoulder maintenance program.
- Replant appropriate street trees along the frontage of Swift Water Elementary School.
- Staff to institute a comprehensive program to replace older traffic signal lights at intersections around the City LED devices.
- Install new security and camera system at existing Operations Shop facility.
- Staff and WSDOT to institute a comprehensive program to purchase and install a battery backup system for Point Fosdick Drive/Olympic Drive traffic signal.
- Complete North Harborview Drive sidewalk ADA improvements. (Finholm District)

LONG-RANGE PLANS

- Develop and implement a sidewalk inspection program.
- Initiate a more comprehensive fleet maintenance program to perform routine maintenance activities and manage a maintenance management system for city-owned vehicles and equipment.
- Develop a policy within the Public Works Standards that will provide guidance to citizens regarding traffic calming strategies for city neighborhoods.
- Perform engineering and traffic investigations as necessary to reevaluate or establish speed limits in accordance with RCW 46.61.415 (WAC 468-95-045).
- Analyze and update City's roadway classification through WSDOT.
- Continue to require traffic impact mitigation to intersections and or streets, when a proposed development would degrade an intersection and streets below the City's adopted Level of Service for that intersection and street segment. 3029+

ORG CHART – See Public Works

STREET CAPITAL

WHAT WE DO

This fund accumulates resources for major street capital projects and accounts for their purchase, construction and financing. Sources of revenue for the fund include general the City's Transportation Benefit District, transportation impact fees, grants, and private contributions.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YTD	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$ 857,387	\$ 816,443	\$ 388,572	\$ 481,852	\$ 680,043	\$ 680,043	\$ 460,075	\$ 5,860,775	\$ 460,075
Total Intergovt Revenues	683,976	198,593	1,117,378	3,316,000	371,434	638,942	3,112,000	-	3,112,000
Total Miscellaneous Revenues	24,667	4,232	328	300	1,351	4,094	2,500	2,500	5,000
Transfers In/Other	458,333	794,500	3,793,900	6,059,000	918,000	2,208,242	10,566,000	-	10,566,000
Total Revenues	1,166,976	997,325	4,911,606	9,375,300	1,290,785	2,851,278	13,680,500	2,500	13,683,000
Total Resources	\$ 2,024,363	\$ 1,813,768	\$ 5,300,178	\$ 9,857,152	\$ 1,970,828	\$ 3,531,321	\$ 14,140,575	\$ 5,863,275	\$ 14,143,075
Expenditures									
Salaries	209,596	224,717	228,807	246,200	114,386	235,408	237,800	249,500	487,300
Benefits	86,402	94,431	93,563	109,600	44,278	93,100	94,000	102,500	196,500
Services	2,204	(1,871)	-	-	-	-	-	-	-
Capital expenditures	909,718	892,919	4,299,765	9,173,000	1,495,140	2,742,738	7,948,000	5,480,000	13,428,000
Total expenditures	1,207,920	1,210,196	4,622,135	9,528,800	1,653,804	3,071,246	8,279,800	5,832,000	14,111,800
Ending fund balance	816,443	603,572	678,043	328,352	317,024	460,075	5,860,775	31,275	31,275
Total Uses	\$ 2,024,363	\$ 1,813,768	\$ 5,300,178	\$ 9,857,152	\$ 1,970,828	\$ 3,531,321	\$ 14,140,575	\$ 5,863,275	\$ 14,143,075

2022 HIGHLIGHTS

- Completion of the Rosedale St/Stinson Ave Improvements.
- Completion of the Harborview Dr/Stinson Ave Improvements.
- Completing the design and permitting of the Burnham Dr Phase 1A improvements.
- Installation of the mid-block rapid-rectangular flashing beacon system and crosswalk along 50th Street adjacent to Veteran's Park.
- Initiating the design and permitting of the Prentice Ave/Fennimore St improvements.

- Initiating the design and permitting of the 38th Ave Phase 2 Improvements.

2023-24 GOALS

See 2023-24 Capital Budget Addendum for goals and objectives

LONG-RANGE PLANS

- Continue to prioritize and construct necessary capital and operational improvements as outlined in the Transportation Element of the City's Comprehensive Plan.
- Continue to maintain and update the City's intersection level of service and roadway capacities and construct those capital projects that will help alleviate intersection and/or intersection leg improvements.
- Work with Peninsula Light Company to identify and install at optimal locations more Level 2 vehicle charging stations throughout the City.
- Review and update the Transportation Element capital project list then consider, as appropriate, any updated project list to coincide with the transportation improvement program (TIP) project list and the transportation impact fee (TIF) project list. This work will be completed in conjunction with the City's 2024 Comprehensive Plan update.
- Review and update the Active Transportation Plan. The update will include consideration of a city-wide plan for rapid-flashing beacons at crosswalks. This work will be completed in conjunction with the City's 2024 Comprehensive Plan update.

ORG CHART – See Public Works

SENIOR SERVICES FUND

WHAT WE DO

This fund was established to provide funding for senior facilities and activities.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$ -	\$ -	\$ 100,000	\$ 100,599	\$ 100,599	\$ 201,053	\$ 201,553	\$ 201,053
Total Miscellaneous Revenues	-	599	98	-	454	500	500	1,000
Total Transfers In	-	100,000	-	100,000	100,000	-	-	-
Total Revenues	-	100,599	98	100,000	100,454	500	500	1,000
Total Resources	-	100,599	100,098	200,599	201,053	201,553	202,053	202,053
Expenditures								
Total expenditures	-	-	-	-	-	-	-	-
Ending fund balance	-	100,599	100,098	200,599	201,053	201,553	202,053	202,053
Total Uses	\$ -	\$ 100,599	\$ 100,098	\$ 200,599	\$ 201,053	\$ 201,553	\$ 202,053	\$ 202,053

PEDESTRIAN SAFETY FUND

WHAT WE DO

This fund was established to provide funding for construction of pedestrian safety facilities such as crosswalks, flashing crosswalks, sidewalks, and other pedestrian facilities.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$ -	\$ -	\$ 215,027	\$ 215,027	\$ 215,237	\$ 216,207	\$ 217,207	\$ 216,207
Total Miscellaneous Revenues	-	27	210	-	970	1,000	1,000	2,000
Total Transfers In	-	215,000	-	-	-	-	-	-
Total Revenues	-	215,027	210	-	970	1,000	1,000	2,000
Total Resources	-	215,027	215,237	215,027	216,207	217,207	218,207	218,207
Expenditures								
Transfers Out	-	-	-	-	-	-	-	-
Total expenditures	-	-	-	-	-	-	-	-
Ending fund balance	-	215,027	215,237	215,027	216,207	217,207	218,207	218,207
Total Uses	\$ -	\$ 215,027	\$ 215,237	\$ 215,027	\$ 216,207	\$ 217,207	\$ 218,207	\$ 218,207

2022 HIGHLIGHTS

- Designed and installed an ADA compliant pedestrian crossing meeting the City's Public Works Standards in the 11300 block of Pacific Avenue, just north of Borgen Boulevard.
-

2023 - 24 GOALS

- Design and permit half-street improvements along the west side of Peacock Hill Ave from just north of Ringold St to just north of 107th St Ct.
- Install various crosswalks with RRFBS as necessary and/or install sidewalks at the direction of the Mayor or Council that are identified in the City's current Transportation Improvement Program, Transportation Element, or Active Transportation Plan.

LONG-RANGE PLANS

- Make progress on fulfilling the goals of the City's Active Transportation Plan ("Gig on the Go").

STATE DRUG INVESTIGATION FUND

WHAT WE DO

Proceeds from the sale of property seized during drug investigations and forfeited pursuant to state law are accumulated in this fund. These monies are used to pay for overtime, equipment and supplies related to drug investigations and related activities.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 8,638	\$ 7,743	\$ 17,071	\$ 18,279	\$ 17,088	\$ 17,168	\$ 17,248	\$ 17,168
Total Fines & Forfeits	79	9,277	-	-	-	-	-	-
Total Miscellaneous Revenues	177	1,259	17	-	80	80	80	160
Total Revenues	256	10,536	17	-	80	80	80	160
Total Resources	8,894	18,279	17,088	18,279	17,168	17,248	17,328	17,328
Expenditures								
Supplies	1,151	-	-	-	-	-	-	-
Total expenditures	1,151	-	-	-	-	-	-	-
Ending fund balance	7,743	18,279	17,088	18,279	17,168	17,248	17,328	17,328
Total Uses	\$ 8,894	\$ 18,279	\$ 17,088	\$ 18,279	\$ 17,168	\$ 17,248	\$ 17,328	\$ 17,328

FEDERAL DRUG INVESTIGATION FUND

WHAT WE DO

Proceeds from the sale of property seized during drug investigations and forfeited pursuant to federal law are accumulated in this fund. These monies are used to pay for overtime, equipment and supplies related to drug investigations and related activities.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 16,234	\$ 14,819	\$ 13,158	\$ 11,414	\$ 11,413	\$ 5,973	\$ 4,123	\$ 5,973
Total Miscellaneous Revenues	343	97	13	100	48	50	50	100
Total Revenues	343	97	13	100	48	50	50	100
Total Resources	16,577	14,916	13,171	11,514	11,461	6,023	4,173	6,073
Expenditures								
Services	-	1,758	1,758	1,758	5,488	1,900	1,900	3,800
Total expenditures	-	1,758	1,758	1,758	5,488	1,900	1,900	3,800
Ending fund balance	16,577	13,158	11,413	9,756	5,973	4,123	2,273	2,273
Total Uses	\$ 16,577	\$ 14,916	\$ 13,171	\$ 11,514	\$ 11,461	\$ 6,023	\$ 4,173	\$ 6,073

HOTEL-MOTEL TAX FUND

WHAT WE DO

The lodging tax is collected by the city upon nightly rentals of all types of lodging. Revenues generated by this tax may be used for the following:

- tourism promotion/marketing
- operation of a tourism promotion agency
- operation of a tourism-related facility owned or operated or non-profit organization
- operation and/or capital costs of a tourism-related facility owned by a municipality.

The Tourism & Communications Department is responsible for managing the city's lodging tax fund. The Tourism & Communications Department follow the RCW guidelines set forward by the state and reference the Municipal Research Service Center (MRSC) for additional clarification. Management of the fund involves keeping records of all expenditures, contracts and partnerships.

The Tourism & Communications office will annually prepare and implement a marketing and advertising plan. The Department will create a budget that promotes tourism and lodging activities with focus on regional drive markets, meetings and incentive business, events, off-season travel, leisure and group travel. Continued efforts set forth in the Tourism Strategic Plan include the branding of community, advertising, maintenance of the official city visitor and meeting planner website, creation and distribution of the official visitor guide, maintenance of a photo library, and presentation of Gig Harbor as a destination to tour operators, meeting planners and travel writers. This office is the staff contact for the Lodging Tax Advisory Committee and also coordinates the Lodging Tax Fund application process.

The Tourism & Communications office serves as the contact for media requests for information. This includes creation and distribution of press kits, press releases for both tourism and city issues and topics, management of: a tourism website, e-newsletter, city and tourism social media accounts; and assistance to the City Administrator, Mayor, and Chief of Police for city public information in crisis communications situations. The Department handles media requests and public perception management. Staff salaries are funded from the General Fund (50%) for city-wide support duties, and LTAC funds (50%) for tourism-related duties.

The Tourism & Communications office provides public outreach for the city and its functions and work directly with public requests for visitor information on Gig Harbor including fulfillment of all web, phone and mail requests for information. The office works collaboratively with community partners on managing the visitor information centers at the Gig Harbor Chamber of Commerce and Skansie House locations by providing materials and volunteer support and training.

The Tourism & Communications office provides support and promotion of community-enhancing activities and efforts, serving to maintain and strengthen community ties to

sustain a robust and thriving local economy. Notably, this includes the administration of the annual LTAC Grant program, handling the publicity, application process, review, contracting and awarding of grant funding to enhance tourism to the region through events and operations of tourism venues.

Tourism and Communications staff shall serve as liaison for the Gig Harbor community, its organizations, committees and businesses to other area tourism, economic development and marketing organizations throughout the region and state.

The Tourism & Communications Office also manages and coordinates several popular and enriching city-sponsored community events, including Summer Sounds at Skansie, Friday Movies in the Park and the Annual Tree Lighting.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$ 662,659	\$ 936,048	\$ 928,107	\$ 919,527	\$ 1,111,627	\$ 1,165,245	\$ 333,249	\$ 1,165,245
Total Taxes	432,927	257,980	457,337	300,000	480,204	480,204	489,808	970,012
Total Miscellaneous Revenues	37,536	5,950	21,562	96,000	6,665	5,000	5,000	10,000
Total Revenues	470,463	263,930	478,899	396,000	486,869	485,204	494,808	980,012
Total Resources	1,133,122	1,199,978	1,407,006	1,315,527	1,598,496	1,650,449	828,057	2,145,257
Expenditures								
Salaries	58,368	41,513	53,275	85,000	113,789	92,900	97,500	190,400
Benefits	19,422	14,816	18,582	39,000	41,339	34,600	37,800	72,400
Supplies	8,086	7,393	7,930	18,500	19,402	18,500	18,500	37,000
Services	111,198	131,061	177,296	346,915	198,721	1,111,200	269,000	1,380,200
Capital expenditures	-	-	-	10,000	10,000	10,000	10,000	20,000
Total expenditures	197,074	194,783	257,083	499,415	383,251	1,267,200	432,800	1,700,000
Ending fund balance	936,048	1,005,195	1,149,923	816,112	1,215,245	383,249	395,257	445,257
Total Uses	\$ 1,133,122	\$ 1,199,978	\$ 1,407,006	\$ 1,315,527	\$ 1,598,496	\$ 1,650,449	\$ 828,057	\$ 2,145,257

2022 HIGHLIGHTS

- Lodging tax income showed a marked gain over 2020 and 2021, and outpaced 2019, 2018 and 2017 by an average of 125% each month.
- Rebuilt aging (prior to 2015) photo library in a cost-efficient way by sourcing user-generated content from social media sites and contracting with local photographers to enhance photo database.
- Executed \$125k in LTAC grants for external events, added to

VisitGigHarborWA.com and formulated event description metadata in order to be accessible to Google and easily seen in search results.

- Advertising: maintained a targeted continual digital media campaign with a directly attributable ROI; created a food and beverage focused fall and winter advertising campaign in conjunction with geofencing contractor Datafy in order to retarget interested parties and model new audiences based on data-informed demographics and psychographics. Print and display advertising starting in Fall 2022 will place ads on transit routes as well as billboard/public posters in high-end western WA regional sites.
- Events: Summer Sounds reached a new attendance level and the tourism department brought on new downtown-based vendors to enhance the experiences and enrich brand knowledge of downtown eateries to increase sales tax / economic development support. Concerts carried over from the cancellations from the previous two years meant 10 total Tuesday night concerts. The Tourism department partnered with PenMet Parks on the Friday Movies in the Park series in order to cover staffing needs in a more efficient way and provide more parking at Sehmel Homestead Park, resulting in a co-hosted experience and record-breaking attendance for both agencies.
- Collateral redesign – based on the lack of art files, all past collateral pieces had to be created or re-designed, fact-checked and re-printed. Twelve pieces, including the wildly popular tear-off maps were created with current information and in formats that will make it easy to update in the future to keep current with our information.
- Funded a record number of non-profit operations and events from March through October, outpacing past years by nearly double. These events and operations grants include: the GH Canoe and Kayak Racing Team's Paddlers Cup and Narrows Challenge races, the PTSD Foundation's Race for a Soldier, Prayer Breakfast, Pull for a Soldier and Swing for a Soldier; operations for the Harbor History Museum; the Greater Gig Harbor Foundation's Rattle Dem Bones event and Cider Swig Event; operations for Harbor WildWatch along with the ChumFest event; Peninsula Art League's Summer Art Festival and Open Juried Art Show; operations of the Skansie Vistors Interpretive Center and event marketing of the Chum Fest by Harbor WildWatch; operations for the Harbor History Museum; the Rattle Dem Bones Halloween bike ride; the Greater Gig Harbor Foundation's Cider Swig and Shamrock Run, the Gig Harbor Sportsman's Club's Seafood Shoot; the Rotary's Galloping Gertie Half-Marathon; operations for the Gig Harbor Boat Shop; 2022 Heritage Day as put on by the Sister Cities organization; the Gig Harbor Film Festival; the Downtown Waterfront Farmers' Market; the Asia Pacific Cultural Center's Chuseok Festival, and the Chamber's Celtic Festival.

2023 - 24 GOALS

- Continue measurement of success through increased growth of lodging tax year over year.
- Self-publish the 2023 and 2024 Visitors Guide, with a goal of increasing advertising year over year to cover costs, return to distribution on WS Ferries and at Seatac

International Airport, create a database of reciprocal agreements with other cities with the same visitor profile (Port Townsend; Bend, OR; Mercer Island, etc.), mail to a growing list of Gig Harbor addresses (city limits, adding in additional lists from 332 and 335) and, in the years to come, create a profit that underwrites further expenses from Summer Sounds and/or holiday events and offerings.

- Build holiday draw within city limits for the region, define Gig Harbor as a perfect seaside village for the holiday with events and programming throughout the month of December.
- Create interactive art campaign in partnership with local muralists in order to increase photo opportunities for visitors and residents to post, creating a soft influencer approach on reasons to visit Gig Harbor.
- With the assistance of a city committee, engage a branding firm to renew the image of city signage and external materials, creating a brand guideline, updated logo, colors and fonts to maintain consistency throughout all City of Gig Harbor / Visit Gig Harbor publications and signage.
- Fund a variety of events in interest areas and portions of the year as defined by the 2023 (and 2024) LTAC recommendations after review of event and operations applications.

LONG-RANGE PLANS

- Define showcase food and drink options with an annual event, working with local breweries, distilleries, restaurants, and wineries to host a Gig Harbor Food & Wine Festival
- Create off-season outdoor itineraries to increase hotel, RV and STR bookings in the shoulder and off-seasons (October – May).
- Set goal of including a wider variety of events funded by LTAC grants in interest areas and portions of the year that are representative of tourism drivers.
- Produce and distribute a Visitors Guide that is profitable and delivers funds back to the lodging tax fund in order to increase ad spend.
- Source sponsorships to increase quality and scope of events, creating a regional draw.

DRAFT



PUBLIC ART CAPITAL PROJECTS

WHAT WE DO

This fund, established in 2004, will be used to accumulate unspent appropriations of the Arts Commission Project Support Program. The funds accumulated in this fund will be used for Public Art Capital Projects as recommended by the Arts Commission and approved by the City Council.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 100,977	\$ 148,910	\$ 138,474	\$ 51,657	\$ 99,320	\$ 26,025	\$ 26,125	\$ 26,025
Total Miscellaneous Revenues	102,933	974	123	-	428	100	100	200
Transfers In		20,000	-	-	-	-	-	-
Total Revenues	102,933	20,974	123	-	428	100	100	200
Total Resources	203,910	169,884	138,597	51,657	99,748	26,125	26,225	26,225
Expenditures								
Capital expenditures	-	43,227	39,277	-	73,723	-	-	-
Total expenditures	-	43,227	39,277	-	73,723	-	-	-
Ending fund balance	203,910	126,657	99,320	51,657	26,025	26,125	26,225	26,225
Total Uses	\$ 203,910	\$ 169,884	\$ 138,597	\$ 51,657	\$ 99,748	\$ 26,125	\$ 26,225	\$ 26,225

2023 - 24 GOALS

Harborview/Stinson Roundabout Sidewalk art. \$25,000

PARKS DEVELOPMENT

WHAT WE DO

The Parks Development fund was established in 1995. Since inception, the resources accumulated through transfers from the General Fund, park impact fees, capital grants, and interest earnings have been used for the purchase and development of civic properties. Park development is prioritized through the adopted Parks, Recreation, and Open Space Plan and assists the City in meeting Growth Management Act goals and implemented through the annual budget process. The currently adopted PROS Plan identifies specific recommendations to meet the needs of the growing community over the course of the next 20 years. The objectives outlined in this fund will be implemented by the Public Works Department, managing the planning, design, permitting, and construction of capital park projects.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 970,579	\$ 773,118	\$ 692,782	\$ 406,320	\$ 520,545	\$ 709,485	\$ 2,270,785	\$ 709,485
Total Intergovt Revenues	222,445	33,230	-	400,000	25,000	500,000	-	500,000
Total Miscellaneous Revenues	43,530	11,222	139,584	40,000	117,110	202,000	2,000	204,000
Transfers In	492,000	693,600	604,300	2,140,000	3,721,000	8,805,000	250,000	9,055,000
Other	458,333	-	-	825,000	-	1,050,000	-	1,050,000
Total Revenues	1,216,308	738,052	743,884	3,405,000	3,863,110	10,557,000	252,000	10,809,000
Total Resources	\$2,186,887	\$1,511,170	\$1,436,666	\$3,811,320	\$4,383,655	\$11,266,485	\$2,522,785	\$11,518,485
Expenditures								
Salaries	126,653	118,673	97,164	148,200	159,821	172,400	181,000	353,400
Benefits	54,525	49,289	38,188	82,700	59,400	63,300	69,000	132,300
Supplies	47	49	-	-	-	-	-	-
Services	15,798	35,150	10,791	-	2,241	-	-	-
Capital expenditures	1,216,746	615,227	769,978	3,352,000	3,452,708	8,760,000	2,265,000	11,025,000
Total expenditures	1,413,769	818,388	916,121	3,582,900	3,674,170	8,995,700	2,515,000	11,510,700
Ending fund balance	773,118	692,782	520,545	228,420	709,485	2,270,785	7,785	7,785
Total Uses	\$2,186,887	\$1,511,170	\$1,436,666	\$3,811,320	\$4,383,655	\$11,266,485	\$2,522,785	\$11,518,485

2022 HIGHLIGHTS

- Gig Harbor Sports Complex Phase 1B design and permitting is 60% complete.
- Construction of Ancich Park's Community Paddler's Dock.
- Completion and opening of the human-powered watercraft storage racks at Ancich

Park.

- Ancich Park's Commercial Fishing Homeport floats design and permitting is 90% complete.

2023 - 24 GOALS

See 2023-24 Capital Budget Addendum for Project Details

LONG-RANGE PLANS

- Prioritize properties for improvements as historic-related grants are available, including the Wilkinson Farm Park, Skansie Netshed.
- Support the YMCA for the design, permitting, and construction of Phase 1A of the Gig Harbor Sports Complex.
- Complete the design, permitting, and construction of Phase 1B of the Gig Harbor Sports Complex.
- Develop a master plan for the existing City Park at Crescent Creek through a robust public process including a phased development approach to implement the approved Plan.
- Study the logistics and next steps toward developing Cushman Trail Phase 5 and seek grant funding to build the preferred alignment of the Cushman Trail Phase 5 within the city limits.
- Expand park facilities for youth in new and redeveloped park properties, including facilities for teens.
- Design, permit, seek funding, and construct a commercial float system at Ancich Park to realize full park utilization.
- Study and provide pedestrian trail opportunities along Harborview between the Old Ferry Landing Park and the Pioneer intersection, enhancing access to the shoreline.

STRATEGIC RESERVE

WHAT WE DO

The Strategic Reserve fund was established to:

1. Take advantage of strategic opportunities as they arise (key land purchases or matching funds for capital grants, for example); and
2. Insulate the city from revenue fluctuations, economic downturns (i.e., “rainy days”), and other contingencies such as emergencies and disasters, uninsured losses, or tax refunds.

The city may use General Fund operating revenues and undesignated fund balances to build up this fund. Each budget cycle, the city council will establish a target amount for this fund based on a percentage of operating expenditures or some other method at the city council’s discretion. If drawn down, the Strategic Reserve Fund should be replenished back to the targeted amount within three years. Spending from this fund requires city council authorization.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 424,140	\$ 514,002	\$ 1,597,560	\$ 2,598,964	\$ 2,599,220	\$ 2,610,962	\$ 2,620,962	\$ 2,610,962
Total Miscellaneous Revenues	9,862	3,558	1,660	1,500	11,742	10,000	10,000	20,000
Transfers In	80,000	1,080,000	1,000,000	1,000,000	-	-	-	-
Total Revenues	89,862	1,083,558	1,001,660	1,001,500	11,742	10,000	10,000	20,000
Total Resources	514,002	1,597,560	2,599,220	3,600,464	2,610,962	2,620,962	2,630,962	2,630,962
Expenditures								
Transfers Out	-	-	-	-	-	-	-	-
Total expenditures	-	-	-	-	-	-	-	-
Ending fund balance	514,002	1,597,560	2,599,220	3,600,464	2,610,962	2,620,962	2,630,962	2,630,962
Total Uses	\$ 514,002	\$ 1,597,560	\$ 2,599,220	\$ 3,600,464	\$ 2,610,962	\$ 2,620,962	\$ 2,630,962	\$ 2,630,962

EQUIPMENT RESERVE

WHAT WE DO

The Equipment Replacement Reserve Fund was established in order to provide the city a method to save for significant purchases. This systematic savings process will level out the financial peaks and valleys that come from replacing expensive vehicles and equipment. This proposed fund is not intended to be an equipment rental fund, nor is it intended to fully fund equipment or vehicle purchases at the time of acquisition. Rather, this fund is intended to establish a reserve that will fund at least a portion of vehicles and equipment as they are replaced, thereby reducing the expenditure spikes that can otherwise occur. Only the General Fund will contribute to this Fund.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 329,073	\$ 386,521	\$ 440,363	\$ 489,355	\$ 490,804	\$ -	\$ -	\$ 494,149
Total Miscellaneous Revenues	7,448	2,444	441	500	3,345	3,500	3,500	7,000
Transfers In	50,000	50,000	50,000	50,000	-	-	-	-
Total Revenues	57,448	52,444	50,441	50,500	3,345	3,500	3,500	7,000
Total Resources	386,521	438,965	490,804	539,855	494,149	3,500	3,500	501,149
Expenditures								
Transfers Out	-	-	-	-	-	-	-	-
Total expenditures	-	-	-	-	-	-	-	-
Ending fund balance	386,521	438,965	490,804	539,855	494,149	3,500	3,500	501,149
Total Uses	\$ 386,521	\$ 438,965	\$ 490,804	\$ 539,855	\$ 494,149	\$ 3,500	\$ 3,500	\$ 501,149

CAPITAL DEVELOPMENT

WHAT WE DO

This fund accounts for the proceeds of the first one-quarter percent of the locally imposed real estate excise tax. State law restricts the use of these funds to financing capital projects specified in the capital facilities plan element of a comprehensive plan.

The fund balance is available for acquisition of parks properties as identified by the City Council in the City of Gig Harbor Parks, Recreation and Open Space Plan.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 453,775	\$ 343,661	\$ 595,056	\$ 609,998	\$ 487,941	\$1,331,524	\$ 853,878	\$1,331,524
Total Taxes	677,470	636,960	790,629	751,500	838,450	817,354	833,701	1,651,055
Total Miscellaneous Revenue	12,416	2,531	256	200	5,133	5,000	5,000	10,000
Total Revenues	689,886	639,491	790,885	751,700	843,583	822,354	838,701	1,661,055
Total Resources	1,143,661	983,152	1,385,941	1,361,698	1,331,524	2,153,878	1,692,579	2,992,579
Expenditures								
Transfers Out	800,000	219,000	898,000	-	-	1,300,000	-	1,300,000
Total expenditures	800,000	219,000	898,000	-	-	1,300,000	-	1,300,000
Ending fund balance	343,661	764,152	487,941	1,361,698	1,331,524	853,878	1,692,579	1,692,579
Total Uses	\$1,143,661	\$ 983,152	\$1,385,941	\$1,361,698	\$1,331,524	\$2,153,878	\$1,692,579	\$2,992,579

2023 - 24 GOALS

Park Development

- Commercial Fishing Homeport Design & Permitting \$1,300,000
\$1,300,000

CAPITAL IMPROVEMENT WHAT WE DO

This fund accounts for the proceeds of the second quarter percent of the locally imposed real estate excise tax. The law governing the use of these funds is more restrictive than for the first quarter percent. Permitted uses are defined as "public works projects for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$1,347,571	\$1,215,358	\$ 270,853	\$ 510,477	\$ 410,426	\$1,231,932	\$ 854,286	\$1,231,932
Total Taxes	671,319	608,185	778,432	750,000	817,354	817,354	833,701	1,651,055
Total Miscellaneous Revenues	13,332	1,819	311	350	4,152	5,000	5,000	10,000
Total Revenues	684,651	610,004	778,743	750,350	821,506	822,354	838,701	1,661,055
Total Resources	2,032,222	1,825,362	1,049,596	1,260,827	1,231,932	2,054,286	1,692,987	2,892,987
Expenditures								
Transfers Out	1,240,335	1,407,586	639,170	-	-	1,200,000	-	1,200,000
Total expenditures	1,240,335	1,407,586	639,170	-	-	1,200,000	-	1,200,000
Ending fund balance	791,887	417,776	410,426	1,260,827	1,231,932	854,286	1,692,987	1,692,987
Total Uses	\$2,032,222	\$1,825,362	\$1,049,596	\$1,260,827	\$1,231,932	\$2,054,286	\$1,692,987	\$2,892,987

2023 - 24 GOALS

Park Development

- Commercial Fishing Homeport Design & Permitting \$1,200,000
\$1,200,000

IMPACT FEE TRUST

WHAT WE DO

This fund accounts for the park and transportation impact fees that are paid to the city. As projects that are eligible for impact fee funding are appropriated by City Council, the impact fees allocated for that project are transferred to the construction fund.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$2,112,843	\$3,135,403	\$2,719,048	\$4,931,068	\$2,251,200	\$1,494,000	\$1,132,777	\$1,494,000
Total Charges For Services	963,752	1,700,344	1,560,740	900,000	1,638,777	1,638,777	1,671,553	3,310,330
Total Miscellaneous Revenues	58,808	26,167	4,546	4,000	27,630	25,000	25,000	50,000
Total Revenues	1,022,560	1,726,511	1,565,286	904,000	1,666,407	1,663,777	1,696,553	3,360,330
Total Resources	3,135,403	4,861,914	4,284,334	5,835,068	3,917,607	3,157,777	2,829,330	4,854,330
Expenditures								
Transfers Out	-	418,100	2,251,200	2,044,000	1,494,000	2,025,000	-	2,025,000
Total expenditures	-	418,100	2,251,200	2,044,000	1,494,000	2,025,000	-	2,025,000
Ending fund balance	3,135,403	4,443,814	2,033,134	3,791,068	2,423,607	1,132,777	2,829,330	2,829,330
Total Uses	\$3,135,403	\$4,861,914	\$4,284,334	\$5,835,068	\$3,917,607	\$3,157,777	\$2,829,330	\$4,854,330

2022 HIGHLIGHTS

Streets/Transportation

- Stinson/Harborview Intersection Improvements \$1,084,000
 - 38th Avenue Phase 2 Half-Width Roadway Improvements 150,000
- \$1,234,000

Park Development

- Gig Harbor Sports Complex-Phase 1B \$200,000
 - Community Paddler's Dock 60,000
- \$260,000

2023 - 24 GOALS

Streets/Transportation

- Wollochet Dr Rt Turn Lane @ SR-16 WB Onramp \$ 50,000
- Wollochet Dr Rt Turn Lane @ SR-16 WB Onramp 250,000
- Prentice Ave. / Fennimore St. Half-width Roadway Improvements 200,000
- 38th Avenue Phase 2 Half-width Roadway Improvements 700,000
- Wollochet Drive/Wagner Way Intersecion Improvements 200,000

- Olympic Drive/Pt. Fosdick right Turn Lane Extension 75,000
\$1,475,000

Park Development

- Gig Harbor Sports Complex-Phase 1B \$550,000
\$550,000

HOSPITAL BENEFIT ZONE

WHAT WE DO

The Hospital Benefit Zone Revenue Fund was established by Ordinance No. 1201 in order to receive the sales tax imposed by the city within the Hospital Benefit Zone (HBZ). In accordance with the enabling legislation, the taxes received from the HBZ are capped at \$2,000,000 per year; and may only be applied to eligible projects. The eligible projects are identified in Ordinance No. 1057, which established the HBZ. The project list is subject to amendment by the city.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$1,453,900	\$3,349,075	\$5,022,965	\$6,601,179	\$6,165,622	\$ 6,158,128	\$ (332,872)	\$ 6,158,128
Total Taxes	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	4,000,000
Total Miscellaneous Revenue	45,175	23,610	5,657	4,500	41,748	50,000	50,000	100,000
Total Revenues	2,045,175	2,023,610	2,005,657	2,004,500	2,041,748	2,050,000	2,050,000	4,100,000
Total Resources	3,499,075	5,372,685	7,028,622	8,605,679	8,207,370	8,208,128	1,717,128	10,258,128
Expenditures								
Transfers Out	150,000	206,200	863,000	3,230,000	2,049,242	8,541,000	-	8,541,000
Total expenditures	150,000	206,200	863,000	3,230,000	2,049,242	8,541,000	-	8,541,000
Ending fund balance	3,349,075	5,166,485	6,165,622	5,375,679	6,158,128	(332,872)	1,717,128	1,717,128
Total Uses	\$3,499,075	\$5,372,685	\$7,028,622	\$8,605,679	\$8,207,370	\$ 8,208,128	\$ 1,717,128	\$ 10,258,128

2022 HIGHLIGHTS

Streets/Transportation

• Stinson/Harborview Intersection Improvements	\$ 100,000
• Burnham Drive 1/2-Width Roadway Imprv.	2,200,000
• Harbor Hill Drive Landscape Mitigation	100,000
• Burnham Drive/SR-16 Roundabout Metering	<u>100,000</u>
	\$ 2,500,000

Park Development

• Gig Harbor Sports Complex-Phase 1B	\$ 400,000
• Community Paddler's Dock	<u>100,000</u>
	\$ 500,000

2023 - 24 GOALS

Streets/Transportation

• Burnham Dr Half-width Roadway Improvements	\$ 1,400,000
• Harbor History Museum Drvway.	75,000
• Harbor Hill Drive Landscape Mitigation	100,000
• Prentice Ave. / Fennimore St. Half-width Roadway Improvements	193,000
• Peacock Hill Streetlights	118,000
• Burnham Drive/SR-16 Roundabout Metering	<u>900,000</u>
	\$ 2,786,000

Park Development

• Gig Harbor Sports Complex-Phase 1B	\$ 4,400,000
• Gig Harbor North Trails	150,000
• Cushman Trail Connection to Harborview Drive	200,000
• Crescent Creek Park Master Plan	165,000
• Shaw Park Analysis and Remediation	95,000
• Skansie Netshed Structural Repairs	300,000
• Cushman Trail Phase 5	85,000
• Feasibility Study for Phase 2 of Gig Harbor Sports Complex	60,000
• Commercial Fishing Homeport Design & Permitting	<u>300,000</u>
	\$ 5,755,000

4. DEBT SERVICE FUND TYPE

Limited Tax General Obligation Bond Redemption – Fund 208.....	66
2005 Bond Redemption – Fund 211.....	67

DESCRIPTION OF FUND TYPE

Debt service funds account for the accumulation of resources to pay principal, interest and related costs on general long-term bonded debt.

These funds include LTGO Bond Redemption and UTGO Bond Redemption Funds. General obligation debt does not include debt for the water, sewer or storm utilities.

LIMITED TAX GENERAL OBLIGATION BOND REDEMPTION

WHAT WE DO

The Limited Tax General Obligation (LTGO) bond fund accounts for debt service on the city's outstanding, non-voted general obligation debt. Debt service consists of principal and interest payments and other miscellaneous charges related to the LTGO debt.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 77,124	\$ 78,255	\$ 78,563	\$ 16,829	\$ 78,308	\$ 80,784	\$ 56,191	\$ 80,784
Total Miscellaneous Revenues	506	608	87	50	536	1,500	1,500	3,000
Transfers in/Other	2,558,335	2,630,579	6,582,198	325,000	325,000	200,000	200,000	400,000
Total Revenues	2,558,841	2,631,187	6,582,285	325,050	325,536	201,500	201,500	403,000
Total Resources	2,635,965	2,709,442	6,660,848	341,879	403,844	282,284	257,691	483,784
Expenditures								
Transfers Out	-	-	-	-	-	-	-	-
Debt Service	2,557,710	2,630,879	6,582,540	327,287	323,060	226,093	226,650	452,743
Total expenditures	2,557,710	2,630,879	6,582,540	327,287	323,060	226,093	226,650	452,743
Ending fund balance	78,255	78,563	78,308	14,592	80,784	56,191	31,041	31,041
Total Uses	\$2,635,965	\$2,709,442	\$6,660,848	\$ 341,879	\$ 403,844	\$ 282,284	\$ 257,691	\$ 483,784

2005 BOND REDEMPTION

WHAT WE DO

This fund was created to account for the payment of the principal and interest on the voted bond issued to purchase the Eddon Boatyard.

This is a 20-year, \$3,500,000 bond and carries a fixed interest rate of 3.79%. The final installment is payable in 2024.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$ 215,907	\$ 255,553	\$ 261,037	\$ 306,581	\$ 243,564	\$ 224,962	\$ 271,398	\$ 224,962
Taxes	298,963	300,847	248,811	250,000	245,000	310,000	-	310,000
Miscellaneous	6,895	1,928	368	150	2,482	2,500	2,500	5,000
Total Revenues	305,858	302,775	249,179	250,150	247,482	312,500	2,500	315,000
Total Resources	521,765	558,328	510,216	556,731	491,046	537,462	273,898	539,962
Expenditures								
Debt Service	266,212	266,139	266,652	266,100	266,084	266,064	265,702	531,766
Total expenditures	266,212	266,139	266,652	266,100	266,084	266,064	265,702	531,766
Ending fund balance	255,553	292,189	243,564	290,631	224,962	271,398	8,196	8,196
Total Uses	\$ 521,765	\$ 558,328	\$ 510,216	\$ 556,731	\$ 491,046	\$ 537,462	\$ 273,898	\$ 539,962

5. ENTERPRISE FUND TYPE

Water Operating – Fund 401.....	70
Wastewater Operating – Fund 402.....	72
Shorecrest Sewer Operating Fund - Fund 403.....	75
Utility Reserve – Fund 407.....	77
Utility Bond Redemption – Fund 408.....	78
Wastewater Capital Construction – Fund 410.....	79
Storm Water Operating – Fund 411.....	81
Storm Water Capital – Fund 412.....	83
Water Capital Assets – Fund 420.....	84

DESCRIPTION OF FUND TYPE

Enterprise funds are used to account for operations that provide goods or services to the general public and are supported primarily through user charges.

Gig Harbor's enterprise funds are broken down into operating funds, debt service and capital construction funds.

The operating funds include water, sewer and storm sewer funds that account for the operation and maintenance of those utilities.

The debt service funds include the Utility Bond Redemption and Utility Reserve Funds that accumulate resources for the payment of various revenue bonds and satisfy the bond covenants.

The capital construction funds include Sewer Capital Construction, Water Capital Assets and Storm Water Capital that account for the accumulation of connection fees and other resources for the purchase or construction of major assets.

WATER OPERATING

WHAT WE DO

The function of the Water Division is to provide a water supply, storage, transmission, and distribution system conforming with federal and state requirements, and meeting or exceeding customer expectations in terms of safety, quality (taste and aesthetics), and quantity (fire flow) consistent with the city's Water System Plan. Specific functions include providing an annual newsletter to customers, replacing outdated sampling stations and fire hydrants, performing routine water system maintenance, preparing and submitting required system reports, responding to requests to locate water pipes underground, starting and stopping water service, respond to water customer's questions and concerns, fire flow testing, coordination with other area water purveyors, review of private development plans for conformance with the most current version of the city's Water System Plan and applicable rules and regulations, make sure staff is up to date on training as required by state law, and updating the city's Water System Plan as required.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 1,812,326	\$ 1,612,147	\$ 2,158,489	\$ 2,189,822	\$ 3,967,824	\$ 4,667,142	\$ 4,625,174	\$ 4,667,142
Total Taxes	115,665	112,270	135,201	129,512	135,201	135,201	137,905	273,106
Total Charges For Services	2,436,394	2,362,201	2,707,136	2,430,401	2,699,578	2,697,766	2,751,721	5,449,487
Total Miscellaneous Revenues	50,204	12,986	3,983	1,796	16,820	11,000	11,000	22,000
Transfers In	-	-	992,545	-	-	-	-	-
Other	-	1,939	-	-	-	-	-	-
Total Revenues	2,602,263	2,489,396	3,838,865	2,561,709	2,851,599	2,843,967	2,900,626	5,744,593
Total Resources	4,414,589	4,101,543	5,997,354	4,751,531	6,819,423	7,511,109	7,525,800	10,411,735
Expenditures								
Salaries	629,846	697,898	739,408	879,700	838,462	964,900	1,012,800	1,977,700
Benefits	258,457	270,459	268,535	443,560	337,608	395,760	431,060	826,820
Supplies	342,600	237,769	224,075	251,732	147,790	252,982	251,732	504,714
Services	278,825	678,565	415,272	483,193	389,076	834,827	581,327	1,416,154
Capital expenditures	108,873	46,591	2,006	59,125	59,125	79,666	-	79,666
Transfers out	1,067,996							
Total expenditures	2,686,597	1,931,282	1,649,296	2,117,310	1,772,061	2,528,135	2,276,919	4,805,054
Ending fund balance	1,727,992	2,170,261	4,348,058	2,634,221	5,047,362	4,982,974	5,248,881	5,606,681
Total Uses	\$ 4,414,589	\$ 4,101,543	\$ 5,997,354	\$ 4,751,531	\$ 6,819,423	\$ 7,511,109	\$ 7,525,800	\$ 10,411,735

Budget Notes:

2022 HIGHLIGHTS

- Completed the work to secure the Shurgard Water Tank with tie downs and replace the tank vent.
- Purchased a new variable frequency drive (VFD) at Well #3 (Soundview Drive).
- Staff systematically replaced some water sampling stations.
- The Water Utility Rate Study was initiated to review the utility's existing rates and charges.

2023 - 24 GOALS

- Systematic servicing of generators for production wells to ensure standby power supply is operational.
- Well #5 and Well #6 (North Creek Lane) chlorine room construction.
- Install new vents at each Grandview water tank to increase safety measures when performing inspections.
- Purchase and install a 300-kWh back-up generator at Well #3 (Soundview Drive) with automatic transfer switch to increase water system reliability.
- Remove, inspect, clean and reinstall the existing pump and motor assembly at Well #6 (North Creek Lane) including performing an interior video inspection to ensure physical integrity, security and water quality.
- Remove, inspect, clean, rehabilitate, and reinstall the existing pump and motor assembly at Well #5 (North Creek Lane) in addition to completing a video inspection of the well casing to ensure physical integrity of the well screens and casing.
- Replacement of the aging Harbormaster Lane water main that is designed by the Engineering Division and constructed by the Operations Division.
- Verify accuracy of source meters located at production wells.
- Replace Backflow (Cross Connection) prevention management software.
- Staff will continue to replace all water sampling stations.
- Complete the water utility rate study that was initiated in 2022.
- Install the new variable frequency drive (VFD) at Well #3 (Soundview Drive).

LONG-RANGE PLANS

- Conduct an ongoing leak detection program for the water distribution system in conjunction with the city's water conservation program as recommended by the Washington State Department of Health.
- Routine cleaning and inspections of five reservoirs with 4.75 million gallons of total storage.

ORG CHART – See Public Works

WASTEWATER OPERATING

WHAT WE DO

Operation and maintenance of the city's wastewater collection facilities and wastewater treatment plant to provide a reliable, safe, and cost-effective wastewater system with consistent collection treatment and biosolids processing, meeting or exceeding federal and state requirements and guidelines, and the expectations of Gig Harbor residents. Specific functions include monitoring, inspection, maintenance, and repair of the system, coordination of wastewater system repairs with the City's pavement maintenance program and other utility projects, preparing required reports, locating unmapped wastewater pipes, responding to citizen requests, regulatory coordination and certification, review of wastewater plans, conducting inflow/infiltration studies, and periodically updating design standards.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2022	2023	2024	2023-24
							Dept.	Dept.	
	Actual	Actual	Actual	Budget	YTD	YE Estimate	Request	Request	Dept. Request
Beginning Fund Balance	\$ 3,481,284	\$ 4,012,769	\$ 3,848,424	\$ 5,988,503	\$ 4,810,504	\$ 4,810,504	\$ 5,886,677	\$ 5,931,157	\$ 5,886,677
Total Taxes	208,551	192,497	208,878	224,934	105,151	318,639	318,639	325,012	643,651
Total Charges For Services	5,712,953	5,282,725	5,735,896	6,198,359	2,890,788	5,781,576	5,781,576	5,897,206	11,678,782
Total Miscellaneous Revenues	82,254	46,723	20,004	3,600	7,457	14,914	15,700	15,700	31,400
Transfers In	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Total Revenues	6,003,758	5,521,945	5,964,778	6,426,893	3,003,396	6,115,129	6,115,915	6,237,918	12,353,833
Total Resources	9,485,042	9,534,714	9,813,202	12,415,396	7,813,900	10,925,633	12,002,592	12,169,075	18,240,510
Expenditures									
Salaries	1,151,746	1,117,967	1,163,164	1,295,700	524,316	1,252,529	1,385,100	1,452,700	2,837,800
Benefits	481,967	456,517	446,353	627,760	216,592	552,764	604,400	657,700	1,262,100
Supplies	372,885	373,821	390,504	610,183	140,935	281,870	557,560	421,510	979,070
Services	841,817	979,813	966,195	1,386,482	523,743	900,757	1,477,175	1,298,415	2,775,590
Capital expenditures	124,512	327,763	2,050	72,000	16,842	51,036	40,000	-	40,000
Transfers out	2,499,346	2,101,715	2,034,432	2,000,000	1,022,806	2,000,000	2,007,200	2,007,300	4,014,500
Other	-	(10,585)	-	-	-	-	-	-	-
Total expenditures	5,472,273	5,347,011	5,002,698	5,992,125	2,445,234	5,038,956	6,071,435	5,837,625	11,909,060
Ending fund balance	4,012,769	4,187,703	4,810,504	6,423,271	5,368,666	5,886,677	5,931,157	6,331,450	6,331,450
Total Uses	\$ 9,485,042	\$ 9,534,714	\$ 9,813,202	\$ 12,415,396	\$ 7,813,900	\$ 10,925,633	\$ 12,002,592	\$ 12,169,075	\$ 18,240,510

2022 HIGHLIGHTS

- The Wastewater Utility Rate Study was initiated by hiring a consultant to review the utility's existing rates and charges.
- Provided support to the non-profit organization offering free pump-out services to vessels located in and around Gig Harbor. This service improved the overall public and environmental health of Gig Harbor and preserve and protecting the water quality and health of the bay upon which the City relies for tourism and recreation.
- Staffing changes at the WWTP include replacing the Supervisor, hiring two operators in training (OIT), and filling a maintenance technician position.
- Completed the purchase of an electric utility vehicle for the plant, as well as the purchase of a service vehicle.
- Wastewater staff used a device called the Sewer RAT/Dog that sent acoustic sound waves at each manhole on the end of a gravity pipe section. A rating on a scale from 0-10 was produced. The staff inspected over 195 sections of gravity main (approximately 80,000 feet) and 310 manholes.
- At midyear 2022, 1,447 preventative maintenance tasks for the plant and collections system have been completed. We are on track to complete approximately 3,000 by the end of 2022.
- The City is completing a study to identify any new or enhanced processes at the WWTP due to the recently issued Nutrient Removal General Permit from the Department of Ecology.

2023 - 24 GOALS

- The City will need to be prepared to implement any potential process improvements and/or capital projects identified by the 2022 Nutrient Removal General Permit study. The specific process improvements and/or capital projects were not identified at the time this budget was developed.
- Inspect at least 80,000 feet of sewer lines per year and clean where needed.
- Install flow meters at priority lift stations as referenced in the current Wastewater Comprehensive Plan.
- Capture locations and other information on sanitary sewer manholes and other facilities through the use of the City's GPS and keep the sewer GIS Mapping System up-to-date.
- Optimize electrical and chemical consumption to help cut costs through Staff analysis and input.
- Perform ongoing manhole ring and cover replacements in conjunction with pavement maintenance, water, sewer and storm line installation, repair and replacement projects to save the City money and staff time.

- Staff to re-engage with local restaurants to ensure that they are handling fats, oils and grease (FOG) appropriately.
- Continue providing support to the non-profit organization offering free pump-out services to vessels located in and around Gig Harbor.
- Provide an ARC flash analysis that identifies each electrical hazard in and around high voltage power and giving a rating as to the severity of the risk.
- Complete the wastewater utility rate study that was initiated in 2022.

LONG-RANGE PLANS

- Continue the City's reclaimed water study and explore potential water reclamation and reuse sites within the City and the UGA.
- Develop a comprehensive Pretreatment Ordinance to protect the City's Publicly Owned Treatment Works (POTW) and receiving waters.
- Update the demographics forecasting allocation model (DFAM) to forecast population growth on the parcels within the City's (UGA).

ORG CHART – See Public Works

SHORECREST SEWER OPERATING

WHAT WE DO

The Shorecrest Sewer System is actually a large on-site septic system located in Rosedale that was established by Pierce County in 1980 to mitigate individual residential on-site septic systems from negatively impacting Lay Inlet. In 1988 Pierce County requested the City of Gig Harbor take over the operation and maintenance of the System due to the City's proximity to the facility and because one day the effluent from the System may connect to the City's gravity sewer main in Rosedale Street.

This fund was established in February 2012 to account for all Shorecrest Sewer revenues and expenditures. Both regular maintenance and operations and capital replacements are accounted for in this fund.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 158,450	\$ 180,968	\$ 198,711	\$ 219,935	\$ 218,825	\$ 242,227	\$ 264,027	\$ 242,227
Total Taxes	790	682	818	820	860	900	900	1,800
Total Charges For Services	20,524	17,700	21,244	21,240	22,342	22,000	22,000	44,000
Total Miscellaneous Revenues	3,797	1,203	2,311	200	1,030	1,100	1,100	2,200
Total Revenues	25,111	19,585	24,373	22,260	24,232	24,000	24,000	48,000
Total Resources	183,561	200,553	223,084	242,195	243,057	266,227	288,027	290,227
Expenditures								
Salaries	628	92	51	-	-	-	-	-
Benefits	330	20	29	-	-	-	-	-
Services	1,635	1,730	4,179	1,982	830	2,200	2,200	4,400
Total expenditures	2,593	1,842	4,259	1,982	830	2,200	2,200	4,400
Ending fund balance	\$ 180,968	\$ 198,711	\$ 218,825	\$ 240,213	\$ 242,227	\$ 264,027	\$ 285,827	\$ 285,827
Total Uses	\$ 183,561	\$ 200,553	\$ 223,084	\$ 242,195	\$ 243,057	\$ 266,227	\$ 288,027	\$ 290,227

2022 HIGHLIGHTS

- The Shorecrest Community Septic System requires monthly and semi-annual maintenance to the sewage tanks, pump chamber, controls, electrical panel and drain field. This maintenance is required by the Washington State Department of Health to complete the annual Large On-Site Sewage System (LOSS) operating

permit.

- The WWTP Maintenance crew continues to successfully complete the maintenance that is required for this permit each year.

2023 - 24 GOALS

- Continue to complete the maintenance tasks on time to comply with the Department of Health and receive the annual LOSS operating permit.

LONG-RANGE PLANS

- Potential of a connection to the City sewer system, if the drain field were to fail, which would require the installation of a lift station and a 4 mile long force main.

UTILITY RESERVE

WHAT WE DO

The Utility Reserve Fund is required under the covenants of Water and Sewer Revenue Bonds.

The reserve account is required to be funded to the lesser of (A)% of the net proceeds of each series of Parity Bonds, (B)Annual Debt Service, (C).25 times average Annual Debt Service, or (D)amount as shall be required to maintain the exemption of interest of any series of Parity Bonds from taxation under the Code.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$1,542,719	\$1,426,467	\$1,435,247	\$1,436,497	\$1,436,664	\$1,443,409	\$1,450,409	\$1,443,409
Total Miscellaneous Revenues	33,045	8,780	1,417	1,000	6,745	7,000	7,000	14,000
Total Revenues	33,045	8,780	1,417	1,000	6,745	7,000	7,000	14,000
Total Resources	1,575,764	1,435,247	1,436,664	1,437,497	1,443,409	1,450,409	1,457,409	1,457,409
Total expenditures	149,297	-	-	-	-	-	-	-
Ending fund balance	\$1,426,467	\$1,435,247	\$1,436,664	\$1,437,497	\$1,443,409	\$1,450,409	\$1,457,409	\$1,457,409
Total Uses	\$1,575,764	\$1,435,247	\$1,436,664	\$1,437,497	\$1,443,409	\$1,450,409	\$1,457,409	\$1,457,409

UTILITY BOND REDEMPTION WHAT WE DO

This fund accounts for Water and Sewer Fund debt service.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$ 115,343	\$ 243,114	\$ 722,300	\$ 29,901	\$ 650,591	\$ 673,036	\$ 651,359	\$ 673,036
Miscellaneous Revenues	5,542	7,336	259	200	1,176	1,000	1,000	2,000
Transfers in	2,616,639	2,365,949	2,285,615	2,300,000	2,300,000	2,252,500	2,252,100	4,504,600
Total Revenues	2,622,181	2,373,285	2,285,874	2,300,200	2,301,176	2,253,500	2,253,100	4,506,600
Total Resources	2,737,524	2,616,399	3,008,174	2,330,101	2,951,767	2,926,536	2,904,459	5,179,636
Expenditures								
Other	2,646,530	2,551,340	2,357,583	2,278,550	2,278,731	2,275,177	2,271,389	4,546,566
Total expenditures	2,646,530	2,551,340	2,357,583	2,278,550	2,278,731	2,275,177	2,271,389	4,546,566
Ending fund balance	\$ 90,994	\$ 65,059	\$ 650,591	\$ 51,551	\$ 673,036	\$ 651,359	\$ 633,070	\$ 633,070
Total Uses	\$ 2,737,524	\$ 2,616,399	\$ 3,008,174	\$ 2,330,101	\$ 2,951,767	\$ 2,926,536	\$ 2,904,459	\$ 5,179,636

WASTEWATER CAPITAL

WHAT WE DO

This fund accumulates resources for major wastewater capital projects, and accounts for their purchase, construction and financing. Sources of revenue for the fund include wastewater connection fees, transfers from the wastewater operating fund, and interest earnings.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
						Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	YE Estimate	Request	Request	Request
Beginning Fund Balance	\$ 5,207,844	\$ 6,564,242	\$ 7,813,567	\$ 8,119,963	\$ 8,539,400	\$ 8,195,036	\$ 6,323,736	\$ 8,195,036
Total Charges For Services	1,566,616	1,755,335	2,295,524	1,446,000	3,841,064	1,446,000	1,446,000	2,892,000
Total Miscellaneous Revenues	157,398	139,576	54,329	40,000	73,103	75,000	75,000	150,000
Total Revenues	2,986,798	1,894,911	2,349,853	1,486,000	3,914,167	1,521,000	1,521,000	3,042,000
Total Resources	8,194,642	8,459,153	10,163,420	9,605,963	12,453,567	9,716,036	7,844,736	11,237,036
Expenditures								
Salaries	240,782	254,146	277,920	313,900	333,961	347,800	364,700	712,500
Benefits	119,684	134,899	123,499	145,400	121,400	128,000	139,600	267,600
Services	23,499	28,342	50,706	21,690	53,324	-	-	-
Capital expenditures	329,435	803,601	1,171,895	8,769,000	3,749,846	2,916,500	3,616,000	6,532,500
Transfers out	-	-	-	-	-	-	-	-
Total expenditures	1,630,400	1,220,988	1,624,020	9,249,990	4,258,531	3,392,300	4,120,300	7,512,600
Ending fund balance	6,564,242	7,238,165	8,539,400	355,973	8,195,036	6,323,736	3,724,436	3,724,436
Total Uses	\$ 8,194,642	\$ 8,459,153	\$10,163,420	\$ 9,605,963	\$12,453,567	\$ 9,716,036	\$ 7,844,736	\$11,237,036

2022 HIGHLIGHTS

- Lift Station 12A Improvements (Woodhill Dr./Burnham Dr.)
- Lift Station 6 Improvements (Ryan St./Cascade Ave.)
- Lift Station 2A Generator Replacement (Bogue Viewing Platform).

2023 - 24 GOALS

See 2023-24 Capital Budget Addendum for goals and objectives

LONG-RANGE PLANS

- Lift Station 8 Improvements (Harbor Country Dr.).
- Lift Station 10 Improvements (56th St./36th Ave).
- Lift Station 13 Improvements (38th Ave./48th St.).
- Lift Station 16 Improvements (McCormick Ridge).

STORM WATER OPERATING

WHAT WE DO

Maintain, operate and improve the city's storm water collection, treatment and discharge system to provide cost-effective conveyance and disposal of urban runoff from within the public right-of-way consistent with federal, state and local regulations and guidelines to minimize pollution and physical impacts to downstream properties, groundwater, surface water, and sensitive marine life. This function also includes administration of the NPDES Phase 2 permit, continuing to manage a local source control program, review of private development storm drain systems, and periodic update of the City's storm water management manual.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
					YE	Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	Estimate	Request	Request	Request
Beginning Fund Balance	\$ 1,762,765	\$ 1,292,677	\$ 1,728,772	\$ 1,474,275	\$ 1,883,118	\$ 1,981,195	\$ 758,580	\$ 1,981,195
Total Charges For Services	1,109,926	1,148,931	1,158,945	1,171,232	1,160,064	1,842,916	1,879,774	3,722,690
Total Miscellaneous Revenues	38,472	9,388	11,204	2,000	8,778	7,000	7,000	14,000
Transfers In	-	176,750	-	-	-	-	-	-
Other	-	1,939	-	-	-	-	-	-
Total Revenues	1,148,398	1,337,008	1,170,149	1,173,232	1,168,842	1,849,916	1,886,774	3,736,690
Total Resources	2,911,163	2,629,685	2,898,921	2,647,507	3,051,960	3,831,111	2,645,354	5,717,885
Expenditures								
Salaries	358,004	402,067	406,668	514,300	480,604	646,700	688,700	1,335,400
Benefits	139,888	149,234	146,165	266,150	192,508	265,140	288,440	553,580
Supplies	45,344	74,486	34,614	77,442	37,474	85,142	75,142	160,284
Services	131,488	205,724	188,841	395,973	218,678	454,632	428,432	883,064
Capital expenditures	108,873	37,714	218,009	71,725	71,725	120,917	58,750	179,667
Transfers out	800,000	-	-	1,000,000	-	1,500,000	500,000	2,000,000
Other	34,889	31,688	21,506	23,027	69,776	-	-	-
Total expenditures	1,618,486	900,913	1,015,803	2,348,617	1,070,765	3,072,531	2,039,464	5,111,995
Ending fund balance	1,292,677	1,728,772	1,883,118	298,890	1,981,195	758,580	605,890	605,890
Total Uses	\$ 2,911,163	\$ 2,629,685	\$ 2,898,921	\$ 2,647,507	\$ 3,051,960	\$ 3,831,111	\$ 2,645,354	\$ 5,717,885

2022 HIGHLIGHTS

- Developed and implemented a new local source control program that provides for pollutant source control inspections and outreach to businesses.
- Implemented new policies for stormwater billing and collection through a code update.
- Initiated the development of the City's new stormwater management and site development manual.
- Develop Stormwater Management Action Plan (SMAP) to ensure City stormwater management actions are consistent and coordinated with Permit requirements.

2023 - 24 GOALS

- Complete the updating of a new stormwater management and site development manual update and begin implementation.
- Update the storm section of the Public Works Standards as necessary to reflect the design manual and current policies and procedures as needed.
- Provide inspection and reporting support for the City's newly implemented stormwater source control program.
- Complete the stormwater utility rate study that was initiated in 2022.

LONG-RANGE PLANS

- Continue the implementation of a comprehensive city-wide Stormwater Management Program in accordance with the City's current NPDES Phase 2 municipal stormwater permit.
- Purchase and implement computer software able to record and track storm drain maintenance activities and provide documentation and maintenance schedules.
- Partner with the Puget Sound Partnership to be proactive with the efforts to preserve and enhance the quality of adjoining Puget Sound waters.
- Perform routine inspections of stormwater outfalls into the Puget Sound and replacing or improving outfalls that have deteriorated due to tidal action or lack of maintenance.
- Prioritize and address storm facility repairs to maintain high-quality stormwater facilities, utilizing Operations Division staff wherever feasible.

ORG CHART – See Public Works

STORM WATER CAPITAL

WHAT WE DO

This fund accumulates resources for major storm water capital projects and accounts for their purchase, construction and financing. Sources of revenue for the fund include connection fees and storm rates.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$ 1,193,174	\$ 2,240,972	\$ 3,525,468	\$ 2,408,679	\$ 2,408,679	\$ 2,259,252	\$ 56,162	\$ 2,259,252
Total Charges For Services	540,381	642,410	475,471	265,500	430,110	430,110	438,712	868,822
Total Miscellaneous Revenues	30,240	16,073	2,854	2,000	13,544	13,000	13,000	26,000
Transfers In	800,000	-	-	1,000,000	-	1,500,000	500,000	2,000,000
Total Revenues	1,370,621	658,483	478,325	1,267,500	443,654	1,943,110	951,712	2,894,822
Total Resources	2,563,795	2,899,455	4,003,793	3,676,179	2,852,333	4,202,362	1,007,874	5,154,074
Expenditures								
Salaries	111,878	63,699	46,002	49,000	52,214	53,500	56,000	109,500
Benefits	49,486	28,200	18,556	21,700	17,500	17,700	19,300	37,000
Services	-	-	10,505	45,000	-	-	-	-
Capital expenditures	161,459	154,717	285,186	3,180,000	523,367	4,075,000	835,000	4,910,000
Total expenditures	322,823	423,366	360,249	3,295,700	593,081	4,146,200	910,300	5,056,500
Ending fund balance	2,240,972	2,476,089	3,643,544	380,479	2,259,252	56,162	97,574	97,574
Total Uses	\$ 2,563,795	\$ 2,899,455	\$ 4,003,793	\$ 3,676,179	\$ 2,852,333	\$ 4,202,362	\$ 1,007,874	\$ 5,154,074

2023 - 24 GOALS

See 2023-24 Capital Budget Addendum for goals and objectives

WATER CAPITAL WHAT WE DO

This fund accumulates resources for major water capital projects and accounts for their purchase, construction and financing. Sources of revenue for the fund include water connection fees, transfers from the Water Operating Fund and interest earnings.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
	Actual	Actual	Actual	Budget	YE Estimate	Dept. Request	Dept. Request	Dept. Request
Beginning Fund Balance	\$ 5,639,314	\$ 5,463,431	\$ 5,900,826	\$ 7,616,941	\$ 5,941,260	\$ 7,270,008	\$ 5,481,575	\$ 7,270,008
Total Charges For Services	908,526	1,360,999	2,259,868	1,095,000	1,706,261	1,706,261	1,740,386	3,446,647
Total Miscellaneous Revenues	128,824	44,170	6,905	6,672	41,512	45,000	45,000	90,000
Transfers In	800,000	-	-	-	-	-	-	-
Total Revenues	1,837,350	1,405,169	2,266,773	1,101,672	1,747,773	1,751,261	1,785,386	3,536,647
Total Resources	7,476,664	6,868,600	8,167,599	8,718,613	7,689,033	9,021,269	7,266,961	10,806,655
Expenditures								
Salaries	91,636	98,381	99,037	107,300	125,879	124,700	130,700	255,400
Benefits	39,769	44,454	42,229	53,800	38,400	38,400	41,900	80,300
Services	13,609	22,493	50,053	19,163	37,964	25,594	26,106	51,700
Capital expenditures	1,868,219	395,256	1,042,475	4,066,000	216,782	3,351,000	4,545,000	7,896,000
Total expenditures	2,013,233	560,584	2,226,339	4,246,263	419,025	3,539,694	4,743,706	8,283,400
Ending fund balance	5,463,431	6,308,016	5,941,260	4,472,350	7,270,008	5,481,575	2,523,255	2,523,255
Total Uses	\$ 7,476,664	\$ 6,868,600	\$ 8,167,599	\$ 8,718,613	\$ 7,689,033	\$ 9,021,269	\$ 7,266,961	\$ 10,806,655

2022 HIGHLIGHTS

- Continued with the design and permitting of the Canterwood Dr emergency water system intertie.
- Completed the design and construction of the Reid Dr (55th St) water main improvements.

2023 - 24 GOALS

See 2023-24 Capital Budget Addendum for goals and objectives

LONG-RANGE PLANS

- Continue to implement a program to identify and replace aging and/or vulnerable portions of the asbestos-cement water transmission and distribution system. Priority will be given to lines within areas identified for other capital improvements, such as pavement replacement or street reconstruction, and especially lines more than 40-years old where high ground water is present and/or areas where lines have historically ruptured.
- Further develop the preliminary groundwater recharge feasibility report to explore the feasibility of recharging groundwater in the future. This refinement to the preliminary report would explore in more specific detail specific recharge sites, sources of recharge water, as well as other potential benefits, including mitigation for future water rights, that may result from performing groundwater recharge.
- Construct the much needed intertie in the vicinity of St. Anthony's Hospital. Currently the Hospital and surrounding area is served by a single trunk waterline that crossed under SR 16 and should a rupture to this primary line occur, it would cut off the supply of water to the entire Gig Harbor North area.
- Continue to provide a supply of high-quality potable water in a timely and reasonable manner, with a focus on system reliability and source redundancy.
- Continue to provide a reliable water system and protect the security of its water system.
- Develop the City's water infrastructure in accordance with the City's Water System Plan such that the City has sufficient facilities available to meet its maximum day demand and storage tanks are sized to meet the current and proposed system demands.
- Re-initiate the development of a new well source in Gig Harbor North (Well#9) associated with a previous water right permit application. The new well source will improve operation of the City's water system and will be required to meet storage capacity standards required by the Washington State Department of Health. This well source is anticipated to re-allocate existing water rights.

TRANSPORTATION BENEFIT DISTRICT

WHAT WE DO

The Transportation Benefit District Revenue Fund was established by Ordinance No. 1392 to receive the sales tax imposed by the city within the Traffic Benefit District for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district. These improvements include some of the projects contained in the Transportation Element of the City's Comprehensive Plan, including the investment in new or existing arterials of regional significance and other transportation projects of regional or statewide significance.

BUDGET OVERVIEW

	2019	2020	2021	2022	2022	2023	2024	2023-24
						Dept.	Dept.	Dept.
	Actual	Actual	Actual	Budget	YE Estimate	Request	Request	Request
Beginning Fund Balance	\$ -	\$ -	\$ 1,043,555	\$ 2,743,139	\$ 3,000,684	\$ 4,912,663	\$ 2,100,566	\$ 4,912,663
Taxes	-	-	1,955,146	2,104,361	2,052,903	2,052,903	2,093,961	4,146,864
Total Miscellaneous Revenues	-	-	1,983	1,500	9,076	10,000	10,000	20,000
Total Revenues	-	-	1,957,129	2,105,861	2,061,979	2,062,903	2,103,961	4,166,864
Total Resources	\$ -	\$ -	\$ 3,000,684	\$ 4,849,000	\$ 5,062,663	\$ 6,975,566	\$ 4,204,527	\$ 9,079,527
Expenditures								
Transfers out	-	-	-	550,000	150,000	4,875,000	-	4,875,000
Total expenditures	-	-	-	550,000	150,000	4,875,000	-	4,875,000
Ending fund balance	-	-	3,000,684	4,299,000	4,912,663	2,100,566	4,204,527	4,204,527
Total Uses	\$ -	\$ -	\$ 3,000,684	\$ 4,849,000	\$ 5,062,663	\$ 6,975,566	\$ 4,204,527	\$ 9,079,527

2023 - 24 GOALS

• Burnham Dr Half-width Roadway Improvements	\$ 1,050,000
• Wollochet Dr Rt Turn Lane @ SR-16 WB Onramp	100,000
• Wollochet Dr Rt Turn Lane @ SR-16 WB Onramp	250,000
• Prentice Ave./Fennimore St. Half-width Roadway Improvements	500,000
• 38th Avenue Phase 2 Half-width Roadway Improvements	1,800,000
• Wollochet Drive/Wagner Way Intersection Improvements	1,100,000
• Olympic Drive/Pt. Fosdick Right Turn Lane Extension	<u>75,000</u>
	\$ 4,875,000

City of Gig Harbor 2022 Capital Budget

This budget document is intended to provide a summary of current proposed budget objectives while also identifying the adopted 6-year capital improvement programs (CIPs) for each over the City's main capital funds. Each 6-year CIP is based on the specific capital planning document described in each fund. This document also further describes the anticipated 2022 expense(s) and funding source(s) for each objective. Included at the end of this document is a map identifying the approximate location of each objective.

CITY BUILDINGS
6-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) LIST

The city does not have an adopted 6-year CIP list for its buildings.

CITY BUILDINGS

2023-24 PROPOSED BUDGET OBJECTIVES

Mayor & Department Supported Objectives

1. **Civic Center HVAC Upgrade.** The City is in the process of completing a feasibility study to identify HVAC replacement alternatives that reduce the City's carbon emissions, reduce energy costs, and reduce future maintenance costs. Based on the outcome of the feasibility study the City will engage in a construction contract to implement the recommended improvements.

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$2,200,000
Total	\$2,200,000

2022 Funding Summary

General Fund	\$2,200,000
Total	\$2,200,000

2. **Civic Center Security Upgrades at Reception Desks.** The City has three reception desks that have no separation from the public. This proposed work would provide improved security features including placing a security between Staff and the public.

2023-24 Expense Summary

Purchase and Installation	\$60,000
Total	\$60,000

2022 Funding Summary

General Fund	\$60,000
Total	\$60,000

3. **Bogue Visitor's Center Building Rehabilitation.** The original scope of work for this project required a small public works contract to re-roof the City's Bogue Visitor's Center building. However, per Building Code requirements, the insulation in the building must also be replaced. Additionally, the HVAC system was identified as being beyond its useful life. This project proposes to replace both the indoor and outdoor HVAC units. This objective was initiated in 2022 with the completion of contract documents and award of a Public Works construction contract. This objective will complete the construction of the project awarded in 2022.

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$100,000
Total	\$100,000

2022 Funding Summary

General Fund	\$100,000
Total	\$100,000

- 4. Replacement Purchase – Building Access and Control System.** The current building access control equipment at the Civic Center was installed over 19 years ago when the building was constructed. The current equipment and software are no longer supported as vendor is no longer in business. New equipment will include two new control panels, multiple card readers and two keypad readers. A cloud-based software system upgrade may be included which allows for remote management of equipment.

2023-24 Expense Summary

Purchase and Installation	\$120,000
Total	\$120,000

2022 Funding Summary

General Fund	\$120,000
Total	\$120,000

**STREET DIVISION
6-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) LIST**

The projects provided in the Streets Division 6-year CIP list below is based on the proposed 2023-24 Budget objectives (Obj #) and the City's adopted 2023-2028 Transportation Improvement Program (TIP). This version of the 6-year CIP list includes updated proposed project funding allocation across the next six years and does not include projects that have already been completed.

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
SD-1	Public Works Operations Center - Building Construction	\$1,050,000					
SD-2	Burnham Dr. Improvements Phase 1A	\$1,550,000	\$900,000				
SD-3	Harbor History Museum Driveway Entrance Revision	\$75,000					
SD-4	Harbor Hill Drive Landscape Mitigation	\$100,000					
SD-5	Mid-Block Rapid-Flashing Beacon Crosswalk Systems	\$50,000					
SD-6	Wollochet Dr/SR-16 Westbound On-ramp Right Turn Lane		\$150,000	\$680,000			
SD-7	Wollochet Dr/SR-16 Eastbound Off-ramp Right Turn Lane	\$160,000	\$340,000				
SD-8	Prentice Ave/Fennimore St Half-Width Roadway Improvements	\$405,000	\$2,200,000				
SD-9	Olympic Dr Streetlights	\$60,000					
SD-10	Peacock Hill Ave Streetlights		\$118,000				
SD-11	Electric Vehicle Charging Station	\$20,000					
SD-12	38 th Ave Phase 2 Half-Width Improvements	\$500,000	\$3,400,000				
SD-13	Wollochet Dr/ Wagner Wy Intersection Improvements	\$150,000	\$1,150,000				
SD-14	Olympic Dr/Pt. Fosdick Dr right Turn Lane Extension		\$150,000	\$540,000			

Continued on next page

City of Gig Harbor

2023-24 Capital Budget Appendix

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
SD-15	Burnham Dr/SR-16 RAB Metering Traffic Analysis and Conceptual Design		\$75,000	\$1,500,000			
	38 th Ave Phase 1B Improvements			\$250,000	\$2,250,000		
	38 th Ave Phase 1C Improvements			\$250,000	\$1,750,000		
	Harborview Dr/Pioneer Wy Improvements			\$100,000			
	Hunt St/Skansie Ave Intersection Improvements			\$150,000	\$1,350,000		
	Hunt St./38 th Ave. Intersection Improvements			\$250,000	\$900,000		
	50 th St Ct NW Improvements			\$3,403,700			
	Soundview Dr./Hunt St. Intersection Improvements			\$200,000	\$850,000		
	Burnham Dr. Improvements Phase 1B			\$400,000	\$1,900,000		
	Vernhardson St. Improvements (Peacock Hill Ave. to City Limits)			\$450,000	\$450,000	\$6,000,000	
	Rosedale St/Skansie Ave Intersection Improvements				\$300,000	\$1,900,000	
	Grandview St. Improvements (Soundview Dr. to McDonald Ave.)				\$400,000	\$1,100,000	
	Wollochet Dr. Interchange Improvements (Kimball Dr. to Hunt St.)				\$500,000	\$500,000	\$15,000,000
	Burnham Dr. Bridge Restripe to 4 Lanes					\$95,000	\$400,000
	Burnham Dr. Improvements Phase 2					\$1,135,000	\$1,115,000
	Pedestrian Crossing at SR-16 Near Borgen Blvd					\$600,000	\$150,000
	Olympic Dr./SR-16 Intersection Improvements					\$250,000	\$1,200,000
	Skansie Ave. Improvements (Rosedale St. to Hunt St.)						\$800,000
	Olympic Dr. and Spur to Hollycroft St.						\$75,000
Annual Totals =		\$4,120,000	\$8,483,000	\$8,173,700	\$10,650,000	\$11,580,000	\$18,740,000

STREET DIVISION

2023-24 PROPOSED BUDGET OBJECTIVES

Mayor & Department Supported Objectives

1. **Public Works Operations Center – Building Construction.** Since 2008 the City has been slowly proceeding with design and permitting of the new Public Works Operations Center project. The City developed and considered various options, location alternatives, and building alternatives. The City completed the site development in 2019. This final phase of the project will construct the Public Works Operations Center building in accordance with the recently completed design and permits then furnish the new building.

2023-24 Expense Summary

Building Equipment and Furnishings	\$300,000
Construction (Contract/Testing/Change Order Auth.)	\$3,900,000
Total	\$4,200,000

2023-24 Funding Summary

Parks Capital	\$1,050,000
Streets Capital	\$1,050,000
Water Capital	\$1,680,000
Storm Capital	\$420,000
Total	\$4,200,000

2. **Burnham Drive Half-Width Roadway Improvements Phase 1A – Design, Permitting and Construction.** Complete the design and permitting then construct approximately 1,400 LF of roadway corridor improvements along the east side of Burnham Drive (between 96th Street and the northerly Eagles driveway) where gaps exist. Improvements will be consistent with Alternative 3 as described to City Council in November 2020. This work will also incorporate a storm culvert replacement (identified separately in Storm Capital, No. 412). Due to the proximity of these two utility projects, the City will see cost savings by bidding and constructing these projects together.

2023-24 Expense Summary

Design and Permitting	\$50,000
Construction (Contract/Testing/Change Order Auth.)	\$4,900,000
Total	\$4,950,000

2023-24 Funding Summary

Storm Capital	\$2,500,000
Transportation Benefit District	\$1,050,000
Hospital Benefit District	\$1,400,000
Total	\$4,950,000

3. **Harbor History Museum Driveway Entrance Revision.** In 2012 the City installed new sidewalk at the entrance to the Harbor History Museum driveway as part of the City's Donkey Creek Daylighting project. The back of the new driveway, despite meeting standards at the time, has a vertical curve that causes some vehicles to scrape along the asphalt driveway. This proposed objective will revise the sidewalk and driveway grade at the entrance to the Harbor History Museum to reduce the large change in grade that exists. This objective has been in the City's budget since 2017 but due to other priorities it has not been completed. This objective is proposed to be designed by Engineering Division Staff and put out to bid for construction.

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$75,000
Total	\$75,000

2023-24 Funding Summary

General Fund	\$75,000
Total	\$75,000

4. **Harbor Hill Drive Landscape Mitigation.** As part of the Harbor Hill Drive extension project constructed in 2017 the City removed some native vegetation within the portions of Northharbor Business Park. This objective will complete the installation of landscape mitigation associated with the removal of the native vegetation.

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$100,000
Total	\$100,000

2023-24 Funding Summary

Hospital Benefit Zone Funds	\$100,000
Total	\$100,000

5. **Mid-Block Rapid-Flash Beacon Crosswalk System.** The City routinely identifies locations to improve pedestrian safety through the installation of mid-block rapid-flash beacon systems. This objective will provide for the in-house design, purchase, and in-house construction of mid-block pedestrian crosswalks and the associated rapid-flash beacon system at 50th St Ct. adjacent to Veterans Memorial Park and along Soundview Drive in the vicinity of Hunt Street.

2023-24 Expense Summary

Materials	\$50,000
Total	\$50,000

2023-24 Funding Summary

General Fund	\$50,000
Total	\$50,000

6. **Wollochet Dr/SR-16 Westbound On-ramp Right Turn Lane – Conceptual Design.** Complete a conceptual design and estimates to install a right turn lane along eastbound Wollochet Drive to the SR-16 westbound on-ramp. Submit to WSDOT for an intersection justification report (IJR). This project is part of the larger Wollochet Dr. improvement project.

2023-24 Expense Summary

Conceptual Design and WSDOT Review	\$150,000
Total	\$150,000

2023-24 Funding Summary

Transportation Benefit District Funds	\$100,000
Transportation Impact Fee Funds	\$50,000
Total	\$150,000

7. **Wollochet Dr/SR-16 Eastbound Off-ramp Right Turn Lane.** Design, submit to WSDOT for an intersection justification report (IJR), and construct a right turn lane on the SR-16 eastbound off-ramp approaching the signal. Coordination with WSDOT will be required.

2023-24 Expense Summary

Design, Permitting, and WSDOT Review	\$160,000
Construction (Contract/Testing/Change Order Auth.)	\$340,000
Total	\$500,000

2023-24 Funding Summary

Transportation Benefit District Fund	\$172,000
Transportation Impact Fee Funds	\$328,000
Total	\$500,000

8. **Prentice Ave/Fennimore St Half-Width Roadway Improvements – Design and Construction.** Complete the design and construction of half-width frontage improvements between Harbor Ridge Middle School and Peacock Hill Avenue. Improvements will include new sidewalk, pedestrian ramps, new roadway realignment, lighting, storm drainage, retaining walls, and RRFB crossings. PW/Engineering staff applied for a grant as described in expense summary, however, if the grant is unsuccessful, local funds are proposed to be used.

2023-24 Expense Summary

Design and Permitting	\$405,000
Construction (Contract/Testing/Change Order Auth.)	\$2,200,000
Total	\$2,605,000

2023-24 Funding Summary

Federal Grant	\$1,712,000
Transportation Benefit District Funds	\$700,000
Hospital Benefit Zone Funds	\$193,000
Total	\$2,605,000

9. **Olympic Drive Streetlights.** Purchase and install with Operations Staff five new 30-foot streetlights along the north side of Olympic Drive between Point Fosdick Drive and 50th St. This will fill in the gap of streetlights along this section of roadway. **\$60,000**

2023-24 Expense Summary

Materials	\$60,000
Total	\$60,000

2023-24 Funding Summary

General Fund	\$60,000
Total	\$60,000

10. **Peacock Hill Ave Streetlights.** Purchase and install with Operations Staff nine new 20-foot streetlights along the east side of Peacock Hill Ave from Vernhardson St to Ringold St. This will fill in the gap of streetlights along this section of roadway.

2023-24 Expense Summary

Materials	\$118,000
Total	\$118,000

2023-24 Funding Summary

General Fund	\$118,000
Total	\$118,000

11. **Electric Vehicle Charging Station.** Purchase and install one new electric vehicle charging station. Locations are to be determined.

2023-24 Expense Summary

Materials	\$20,000
Total	\$20,000

2023-24 Funding Summary

General Fund	\$20,000
Total	\$20,000

12. **38th Avenue Phase 2 Half-Width Roadway Improvements.** Design and construct half-width roadway improvements in accordance with the Public Works Standards with the intent of using low-impact design for stormwater management. PW/Engineering staff applied for a grant described in expense summary, however, if the grant is unsuccessful, local funds are proposed to be used.

2023-24 Expense Summary

Design and Permitting	\$500,000
Construction (Contract/Testing/Change Order Auth.)	\$3,400,000
Total	\$3,900,000

2023-24 Funding Summary

Transportation Improvement Board Grant	\$1,400,000
Transportation Benefit District Funds	\$700,000
Transportation Impact Fee Funds	\$1,800,000
Total	\$3,900,000

13. **Wollochet Dr/Wagner Wy Intersection Improvements.** Update a previously designed project to perform improvements at the intersection of Wagner Way and Wollochet Drive then construct the designed improvements. This project is necessary due to traffic impacts from surrounding private developments that have recently been construction and are pending.

2023-24 Expense Summary

Design and Permitting	\$150,000
Construction (Contract/Testing/Change Order Auth.)	\$1,150,000
Total	\$1,300,000

2023-24 Funding Summary

Transportation Benefit District Funds	\$850,000
Transportation Impact Fee Funds	\$450,000
Total	\$1,300,000

14. **Olympic Dr/Pt. Fosdick Dr Right Turn Lane Extension.** Design and construct extension to the right turn lane approaching Pt. Fosdick Dr traveling east bound on Olympic Dr. This project will increase the vehicle storage length along Olympic Dr.

2023-24 Expense Summary

Design and Permitting	\$150,000
Total	\$150,000

2023-24 Funding Summary

Transportation Benefit District Funds	\$75,000
Transportation Impact Fee Funds	\$75,000
Total	\$150,000

15. **Burnham Dr/SR-16 RAB Metering Traffic Analysis and Conceptual Design.**_Review latest traffic data then create a conceptual design with cost estimate.

2023-24 Expense Summary

Consultant Contract	\$75,000
Total	\$75,000

2023-24 Funding Summary

Hospital Benefit Zone Funds	\$75,000
Total	\$75,000

PARKS DEVELOPMENT
6-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) LIST

The projects provided in the Parks Division 6-year CIP list below is based on the proposed 2023-24 Budget objectives (Obj #) and the CIP identified in the City's adopted 2022 Parks Recreation and Open Space (PROS) Plan. This version of the 6-year CIP list includes updated proposed project funding allocation across the next six years and does not include projects that have already been completed.

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
PD-1	Gig Harbor North Sports Complex Ph 1B	\$4,250,000	\$1,000,000				
PD-2	Public Works Operations Center - Building Construction	\$1,050,000					
PD-3	Gig Harbor North Trails	\$75,000	\$75,000				
PD-4	Cushman Trail Connection to N. Harborview Dr.	\$100,000	\$100,000	\$550,000			
PD-5	Crescent Creek Park - Master Plan, Phase 1A Conceptual Design/Construction	\$130,000	\$95,000				
PD-6	Shaw Park Analysis and Remediation	\$30,000	\$65,000				
PD-7	Skansie Netshed Improvements	\$300,000					
PD-8	Cushman Trail Phase 5A Study		\$85,000				
PD-9	Gig Harbor Sports Complex Phase 2 - Feasibility Study		\$60,000				
PD-10	Commercial Fishing Homeport	\$3,200,000					
	KLM Veterans Memorial Park Ph 2 (Trail Development and Roller Slide)			\$80,000	\$280,000		
	Harborview Waterfront Trail / Pioneer Way Streetscape			\$120,000	\$500,000		

Continued on next page

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
	Old Burnham Properties - Master Plan			\$80,000			
	Wheeler Pocket Park Development			\$60,000	\$120,000	\$350,000	
	Jerisich Dock Float Extension				\$150,000	\$500,000	
	Cushman Trail Phase 5A - Design/Construction				\$600,000	\$5,000,000	
	Wilkinson Farm Park - Master Plan/Development				\$90,000	\$250,000	\$2,000,000
	Maritime Pier Development					\$400,000	\$3,500,000
Annual Totals =		\$9,135,000	\$1,480,000	\$890,000	\$1,740,000	\$6,500,000	\$5,500,000

PARKS DEVELOPMENT

2023-24 PROPOSED BUDGET OBJECTIVES

Mayor & Department Supported Objectives

1. **Gig Harbor Sports Complex Phase 1B Design, Permitting, and Construction.** The City has been proceeding with developing a sports complex in Gig Harbor North since the City acquired park land in this area in 2011 in accordance with the 6-year CIP. The City then developed a series of master plans for the sports complex and the scope of the complex increased until 2018 when the project developed into the phased development of what we have today. The current project phase consists of two sub-phases that are interrelated but not equivalent. The YMCA will proceed with the Phase 1A project, which consists of two artificial turf fields with associated lighting and parking and is funded in part with the City's previously awarded legislative grant and an RCO grant. Phase 1B is the City's portion of the complex and includes pickleball, bocce ball, multiple playgrounds, multiple pavilions, and a natural turf open space. Phase 1B requested funding from two RCO grants in 2020 and will proceed to YMCAs Phase 1A. The design and permitting effort for the project was initiated in 2022 with construction beginning either at the end of 2022 or early in 2023.

2023-24 Expense Summary

Design and Permitting	\$150,000
Construction (Contract/Testing/Change Order Auth.)	\$5,100,000
Total	\$5,250,000

2023-24 Funding Summary

RCO LWCF Grant	\$300,000
Hospital Benefit Zone Fund	\$4,400,000
Park Impact Fees	\$550,000
Total	\$5,250,000

2. **Public Works Operations Center – Building Construction.** Since 2008 the City has been slowly proceeding with design and permitting of the new Public Works Operations Center project. The City developed and considered various options, location alternatives, and building alternatives. The City completed the site development in 2019, completed the building design in 2021, and awarded a public works construction contract in 2022. Construction of the building will begin in 2023 and the City will furnish the new building in 2023.

2023-24 Expense Summary

Design and Permitting	\$300,000
Construction (Contract/Testing/Change Order Auth.)	\$3,900,000
Total	\$4,200,000

2023-24 Funding Summary

Parks Capital	\$1,050,000
Streets Capital	\$1,050,000
Water Capital	\$1,680,000
Storm Capital	\$420,000

3. **Gig Harbor North Trails.** The City's 2022 PROS Plan identifies the siting and construction of various trails in Gig Harbor North. The City currently has three areas of vacant undeveloped lots that mostly consist of native vegetation. These areas include the Harbor Hill Open Space, the "Old Burnham Properties" (north of the intersection of Burnham Drive and Wood Hill Drive), and the Phase 3 property of the Sports Complex. This objective would provide for the design and permitting associated with the develop and enhance native trails on these existing City Park properties and in coordination with private owners, to include the Peninsula School District.

2023-24 Expense Summary

Design and Permitting	\$150,000
Total	\$150,000

2023-24 Funding Summary

General Fund	\$150,000
Total	\$150,000

4. **Cushman Trail Connection to Harborview Drive.** In 2009 the City, in conjunction with Pierce County Parks, constructed Phase 2 of the Cushman Trail from Grandview Street to 96th Street. Since construction of Cushman Trail Phase 2 the City, along with the morning Rotary, the Downtown Waterfront Alliance, and multiple individuals, have considered and requested a connection trail between the Donkey Creek Park area and Cushman Trail. Due to topographic and critical area constraints, the City and its partners have considered multiple locations and trail cross sections. Now that the City has acquired conservation property between Harborview Drive and Cushman Trail just north of the City's Wastewater Treatment Plant, there is opportunity for a new and improved location for this proposed connection trail. This objective will design and permit the Cushman Trail connection.

2023-24 Expense Summary

Design and Permitting	\$200,000
Total	\$200,000

2023-24 Funding Summary

General Fund	\$200,000
Total	\$200,000

5. **Crescent Creek Park – Master Plan and Phase 1A Conceptual Design, and Construction.** The City's Crescent Creek Park (previously known as "City Park") has developed, redeveloped, and expanded in a sporadic fashion. Staff, with the support of a consultant, will conclude the public visioning that began in 2022 then establish, with Council support, a master plan for Crescent Creek Park. The momentum of the planning effort will go into the immediate implementation of Phase 1A improvements.

2023-24 Expense Summary

Professional Services Contract for Master Planning Efforts	\$130,000
Design and Permitting of Phase 1A Improvements	\$35,000
Construction (Contract/Testing/Change Order Auth.)	\$60,000
Total	\$225,000

2023-24 Funding Summary

Hospital Benefit Zone Fund	\$225,000
Total	\$225,000

6. **Shaw Park Analysis and Remediation.** Shaw Park is located on Borgen Boulevard between the Heron's Key development and the planned commercial village on Harbor Hill Drive and was partially constructed by private developer under a development agreement that lacked park specifications. The resulting first phase of the Park is flat terrain that was stripped of topsoil as part of the adjacent site development projects. The combination of poor soils and the lack of a working drainage system has made it impossible to maintain vegetation or natural turf at the Park. At this time, the only amenity there is a cement plaza close to Borgen Boulevard with benches and donated outdoor musical equipment from the Gig Harbor Rotary Club. This proposed objective would perform a site analysis, provide specifications to improve soils and drainage, and then complete the construction of the proposed improvements.

2023-24 Expense Summary

Site Analysis and Design	\$30,000
Construction (Contract/Testing/Change Order Auth.)	\$65,000
Total	\$95,000

2023-24 Funding Summary

Hospital Benefit Zone Fund	\$95,000
Total	\$95,000

7. **Skansie Netshed Improvements.** The City of Gig Harbor purchased the Skansie Property in 2002 with the intent of expanding public access to the City's waterfront. The City eventually separately leased both the existing Skansie Residence and the wooden Skansie Netshed to two separate non-profit organizations to provide opportunities to the public for educational programming. The City has leased the Skansie Netshed to multiple non-profit organizations with the current lease expiring in December 2035. The City repainted and reroofed the Netshed in 2004 and then later rehabilitated the foundation and flooring on which the Netshed sits. The Netshed is again in need of repainting and reroofing. Additionally, based on two separate reports, the Netshed requires structural improvements. The City completed the design and permitting of these improvements then awarded a construction contract in 2022. This objective proposes to complete the structural repairs, siding repairs, repaint the exterior of the building, and re-roof the building. The City will also review the option to have the exterior painting completed by volunteers from the Skansie Netshed Foundation or other means to reduce the total project costs while meeting all necessary requirements.

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$300,000
Total	\$300,000

2023-24 Funding Summary

Hospital Benefit Zone Fund	\$300,000
Total	\$300,000

8. **Cushman Trail Phase 5A Scoping and Value Engineering Study.** The City completed the Cushman Trail Phase 5 Planning Study in May 2020. This Study concluded the project should be divided into reasonably size sub-sections due to the otherwise significant cost to design and construct the entire Phase 5 route identified in the Planning Study. This proposed objective would prepare for project implementation by completing the scoping for the Phase 5A limits then performing a value engineering study for the Cushman Trail crossing at Borgen Boulevard, including a cost estimate.

2023-24 Expense Summary

Professional Services Contract	\$85,000
Total	\$85,000

2023-24 Funding Summary

General Fund	\$85,000
Total	\$85,000

9. **Gig Harbor Sports Complex Phase 2 Scoping and Conceptual Design.** In 2018 the City completed the master planning process for the Gig Harbor Sports Complex. The master plan identified three separate phases for implementing the development of the Sport Complex. Phase 1 consists of two lit, synthetic turf fields and an adjacent recreational area, and association parking. Phase 1 is under design based on a collaborative effort between the City and the YMCA. Phase 2 primarily consists of rehabilitating the City's existing Peninsula Light Fields by converting them from natural turf to synthetic turf and identifying any additional site improvements. This proposed objective would develop a detailed scope of work then complete a conceptual design for the Phase 2 work, including a cost estimate.

2023-24 Expense Summary

Professional Services Contract	\$60,000
Total	\$60,000

2023-24 Funding Summary

General Fund	\$60,000
Total	\$60,000

10. **Commercial Fishing Homeport Design, Permitting, and Construction.** In 2012 the City purchased three waterfront parcels along Harborview Drive that eventually became Ancich Waterfront Park. Due to its waterfront location, the City's vision for the site quickly focused on waterfront uses, including access for commercial fishing vessels, human powered craft, and general public access. The park vision was adopted through Res. 949 in 2013 and, soon after the City applied for grants and looked for other funding sources. Due to funding constraints, the City decided to develop the site in at least three phases, that included upland development, commercial fishing operation development, and human powered craft development, all in accordance with the 6-year CIP. The upland development was completed in 2018. This proposed objective will complete the design and permit effort then initiate a construction contract for the new float system for the commercial fishing homeport at Ancich Park.

2023-24 Expense Summary

Design and Permitting	\$30,000
Construction (Contract/Testing/Change Order Auth.)	\$3,170,000
Total	\$3,200,000

2023-24 Funding Summary

Hospital Benefit Zone	\$300,000
Port of Tacoma Funding	\$200,000
Commercial Fishing Operators Donation	\$200,000
Capital Development - REET	\$1,300,000
Capital Improvement - REET	\$1,200,000
Total	\$3,200,000

Removed Objectives

Veteran's Memorial Phase 2 Improvements. The City acquired the Veteran's Memorial Park property in 2003 under the conceptual name of Westside Park. In 2007, the City developed a two-phased master plan for the Park. All of the Phase 1 work was completed in 2009. Then in 2020 the City performed work on portion of Phase 2 of the plan. This proposed objective further develops the Phase 2 plans and requires three distinct tasks. The first task is to update the Park site plan to accommodate a roller slide as proposed for the site in 2020. The second task requires a consultant to perform conceptual design and permitting for the trail system surrounding the Park. The third task would purchase and install the roller slide and required trail system. The trail will demonstrate an all-inclusive design and include amenities for all ages to enjoy the unique terrain and vegetation overlooking the park.

2023-24 Expense Summary

Site Plan Development	\$20,000
Design and Permitting	\$40,000
Construction (Contract/Testing/Change Order Auth.)	\$350,000
Total	\$410,000

2023-24 Funding Summary

General Fund	\$410,000
Total	\$410,000

WATER DIVISION
6-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) LIST

The projects provided in the Water Division 6-year CIP list below is based on the proposed 2023-24 Budget objectives (Obj #) and the CIP identified in the City's adopted 2018 Water System Plan (WSP). This version of the 6-year CIP list includes updated proposed project funding allocation across the next six years and does not include projects that have already been completed.

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
WD-1	Public Works Operations Center Building – Water Capital Share	\$1,680,000					
WD-2	Shurgard Water Tank Recoating		\$550,000				
WD-3	Emergency Water Intertie - Canterwood Blvd	\$482,000					
WD-4	Gig Harbor North Sports Complex Water Main	\$84,000					
WD-5	Well 9 & PRV Station	\$505,000	\$1,595,000		\$2,350,000		
WD-6	Soundview Dr. Asbestos-Cement Watermain Replacement	\$600,000	\$2,350,000				
WD-7	Public Works Operations Decant Facility	\$20,000	\$30,000				
	Vernhardson St. Water Main Installation to Burnham Dr.			\$614,000	\$675,000		
	Olympic Dr./Hollycroft St. Water Main Installation			\$68,000			
	Shurgard Tank to Soundview Dr. Water Main Improvements			\$106,000			
	Shurgard East Tee Water Main Improvements			\$194,000			
	Tank Recoatings (Various)			\$888,000		\$957,000	
	Olympic Village Loop Water Main Improvements			\$269,000			

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
	Deer Creek Lane Water Main Improvements			\$63,000			
	Conjunctive Supply Strategy			\$200,000			
	Asbestos Cement Water Line Replacement Program					\$2,575,000	
	Water System Plan Update						\$600,000
Annual Totals =		\$3,371,000	\$4,525,000	\$2,402,000	\$3,025,000	\$3,532,000	\$600,000

WATER DIVISION

2023-24 PROPOSED BUDGET OBJECTIVES

Mayor & Department Supported Objectives.

1. **Public Works Operations Center – Building Construction.** Since 2008 the City has been slowly proceeding with design and permitting of the new Public Works Operations Center project. The City developed and considered various options, location alternatives, and building alternatives. The City completed the site development in 2019. This final phase of the project will construct the Public Works Operations Center building in accordance with the recently completed design and permits then furnish the new building.

2023-24 Expense Summary

Building Equipment and Furnishings	\$300,000
Construction (Contract/Testing/Change Order Auth.)	\$3,900,000
Total	\$4,200,000

2023-24 Funding Summary

Parks Capital Fund	\$1,050,000
Streets Capital Fund	\$1,050,000
Water Capital Fund	\$1,680,000
Storm Capital Fund	\$420,000
Total	\$4,200,000

2. **Shurgard Water Tank Recoating.** This project will repaint the exterior and interior of the City's Shurgard water tank. Engineering Staff will assemble the contract documents and manage the construction. **\$550,000**

2022 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$550,000
Total	\$550,000

2022 Funding Summary

Water Capital Fund	\$550,000
Total	\$550,000

3. **Emergency Water Intertie – Canterwood Blvd.** Complete the design then construct the water main (approximately 1,600 LF) along Canterwood Blvd between St. Anthony's hospital and Baker Way and associated emergency water intertie with an adjacent water purveyor to provide a redundant water source in the event of an emergency.

2022 Expense Summary

Design and Permitting	\$20,000
Construction (Contract/Testing/Change Order Auth.)	\$462,000
Total	\$482,000

2022 Funding Summary

Water Capital Fund	\$482,000
Total	\$482,000

4. **Gig Harbor North Sports Complex Water Main.** This project will provide a redundant water main and will be designed by Engineering Division Staff and installed by Operations Division Staff.

2022 Expense Summary

Materials	\$84,000
Total	\$84,000

2022 Funding Summary

Water Capital Fund	\$84,000
Total	\$84,000

5. **Well #9 (11944 Olympus Way) Development and Water Rights Processing.** In accordance with the City's 2018 Water System Plan, the City is proposing to develop Well #9 in the Gig Harbor North area adjacent to the City's Gig Harbor North water tank as a redundant groundwater supply system. Once Well #9 is on-line it will mitigate the need for additional standby (emergency) storage in storage tanks. This improvement is consistent with the City's operational goals of investing in its supply sources to make for a more redundant and reliable system. The City will also begin working with the Washington State Department of Ecology to obtain water rights for Well #9.

2022 Expense Summary

Design and Permitting	\$450,000
Water Rights Processing	\$55,000
Construction (Contract/Testing/Change Order Auth.)	\$1,595,000
Total	\$2,100,000

2022 Funding Summary

Water Capital Fund	\$2,100,000
Total	\$2,100,000

6. **Soundview Drive Asbestos-Cement Watermain Replacement.** This project would resolve a series of operational issues for the water system in Soundview Drive while also removing all the aging and soft asbestos cement watermain within Soundview Drive. This project would also suspend any work on the

pedestrian crossing at Hunt Street until such time the watermain replacement work was completed.

2023-24 Expense Summary

Design and Permitting	\$600,000
Construction (Contract/Testing/Change Order Auth.)	\$2,350,000
Total	\$2,950,000

2023-24 Funding Summary

Water Capital Fund	\$2,950,000
Total	\$2,950,000

7. **Public Works Operations Decant Facility.** Gig Harbor currently has an agreement with the City of Port Orchard to use Port Orchard's decant facility for Gig Harbor's vector waste. While this agreement provides a less expensive alternative than other regional disposal facilities, trucking waste to Port Orchard is expensive and time-consuming. The City of Gig Harbor has space and infrastructure on its new Public Works Operation Center site to install a decant facility. This objective will complete the design and permitting new decant facility for construction in 2023 at the existing Public Works Operations Center site. The City will review funding sources including grants and the City's stormwater opportunity fund through Pierce County Flood Control Zone District.

2023-24 Expense Summary

Consultant Contract for Design and Permitting	\$120,000
Construction (Contract/Testing/Change Order Auth.)	\$250,000
Total	\$370,000

2023-24 Funding Summary

Pierce County Flood Control Zone District Opportunity Fund	\$220,000
Water Capital Fund	\$50,000
Storm Capital Fund	\$100,000
Total	\$370,000

WASTEWATER DIVISION 6-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) LIST

The projects provided in the Wastewater Division 6-year CIP list below is based on the proposed 2023-24 Budget objectives (Obj #) and on the CIP identified in the City's adopted 2018 Wastewater Comprehensive Plan (WWCP). This version of the 6-year CIP list includes updated proposed project funding allocation across the next six years and does not include projects that have already been completed.

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
WW-1	Inflow and Infiltration Repairs	\$175,000					
WW-2	Lift Station 2A (Bogue View Platform) Generator Replacement	\$90,000					
WW-3	Lift Station 14 (Wagner Wy) Improvements	\$100,000	\$200,000				
WW-4	Lift Station 1 (Crescent Creek Park) Improvements	\$65,000	\$200,000				
WW-5	Stinson Avenue Slip Lining	\$40,000					
WW-6	Wastewater Treatment Plant Digester Upgrades/Centrifuge Ammonia Control	\$200,000					
WW-7	Influent Screen Replacements in the Headworks Building	\$315,000					
WW-8	Lift Station 5 (Harborview Dr. Ferry Landing Area) Basin Improvements	\$800,000	\$2,600,000				
WW-9	Reuse and Reclamation Study - Phase 2		\$116,000				
WW-10	Wastewater Treatment Plant VFD Replacement	\$54,000					
	Lift Station 3A Jockey Pump Replacement			\$200,000			
	Harborview Dr Gravity Main Bypass			\$110,000			

Continued on the next page

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
	N. Harborview Dr Gravity Main Improvements			\$250,000	\$1,100,000		
	Lift Station Flow Meter Installations			\$59,000	\$60,500	\$62,000	\$63,500
	Lift Station 13 (SR-302/Purdy Dr.) Improvements			\$470,000			
	Lift Station 8 (Harbor Country Dr.) Improvements			\$100,000	\$1,026,000		
	Harborview Dr Gravity Main Improvements (Stinson to Westshore Marina)				\$300,000	\$1,700,000	
	Lift Station 16 (McCormick Ridge) Improvements				\$75,000		
	Lift Station 10 (56th St./36th Ave.) Improvements					\$117,000	
	Lift Station 11 (38th Ave./48th St.) Improvements						\$107,000
	Lift Station 17 (Skansie Ave/89th St) Design and Construction					\$500,000	\$2,500,000
Annual Totals =		\$1,839,000	\$3,116,000	\$1,189,000	\$2,561,500	\$2,379,000	\$2,670,500

WASTEWATER DIVISION 2023-24 PROPOSED BUDGET OBJECTIVES

Mayor & Department Supported Objectives

1. **Inflow and Infiltration Repairs of Manholes and Pipelines.** As our underground collection system ages, the potential for leaks and failures increase. These failures use up capacity at the WWTP and add unnecessary costs to treat clean water. These funds will be used to repair/replace known deficiencies in the collection system.

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$175,000
Total	\$175,000

2023-24 Funding Summary

Wastewater Capital Fund	\$175,000
Total	\$175,000

2. **Lift Station 2A (Bogue Viewing Platform) Generator Replacement.** Replace the existing generator with a new generator and associated transfer switch.

2023-24 Expense Summary

Materials	\$90,000
Total	\$90,000

2023-24 Funding Summary

Wastewater Capital Fund	\$90,000
Total	\$90,000

3. **Lift Station 14 (Wagner Way) Improvements.** Lift Station 14 was scheduled to be recoated in 2019. Recent failures of the piping in the station will result in complete piping replacement. If the pipe replacement occurs prior to the recoating, then the coatings would be damaged. The decision was made to postpone the coating until the pipe rehab had taken place. This would make the pipe rehab and the recoating a single project. Both projects would require bypasses and would be significantly more expensive if completed as separate projects. The repairs would also include a new level control to replace the current probe that is continually fouled by grease and flushables, which requires regular hands-on maintenance.

2023-24 Expense Summary

Design and Permitting	\$100,000
Construction (Contract/Testing/Change Order Auth.)	\$200,000
Total	\$300,000

2023-24 Funding Summary

Wastewater Capital Fund	\$300,000
Total	\$300,000

4. **Lift Station 1 (Crescent Creek Park) Rehabilitation.** This lift station mostly consists of original equipment since its construction in 1974. This objective will replace existing pumps, electrical and mechanical equipment.

2023-24 Expense Summary

Design and Permitting	\$65,000
Construction (Contract/Testing/Change Order Auth.)	\$200,000
Total	\$265,000

2023-24 Funding Summary

Wastewater Capital Fund	\$265,000
Total	\$265,000

5. **Stinson Slip Lining Sewer Main.** This work will coincide with a proposed 2023-24 Public Works Contract for storm pipe slip lining repair that Staff intends to design in-house and bid using the Small Public Works roster. The sewer main slip lining work will reduce I&I by repairing a section of sewer main along Stinson Avenue between Grandview Street and Rosedale Street. A longitudinal crack in the sewer main was discovered during pipeline investigation and needs to be repaired.

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$40,000
Total	\$40,000

2023-24 Funding Summary

Wastewater Capital Fund	\$40,000
Total	\$40,000

6. **Wastewater Treatment Plant Digester Upgrades/Centrifuge Ammonia Control.** The current centrifuge operation at the City's Wastewater Treatment Plant (WWTP) contributes a high proportion of ammonia concentration to the WWTP by way of its discharge. This high concentration severely limits the throughput of the centrifuge without causing detrimental impacts to the treatment plant. The proposed improvements will increase centrifuge capacity and plant efficiency. A side benefit will

likely be a reduction in power costs for reduced blower and centrifuge runtime.

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$200,000
Total	\$200,000

2023-24 Funding Summary

Wastewater Capital Fund	\$200,000
Total	\$200,000

- 7. Influent Screen Replacements in the Headworks Building.** The replacement of two influent screens at the wastewater treatment plant is necessary at this time. The current screens are failing and are not reliable.

2023-24 Expense Summary

Material Acquisition	\$225,000
Installation	\$90,000
Total	\$315,000

2023-24 Funding Summary

Wastewater Capital Fund	\$315,000
Total	\$315,000

- 8. Lift Station 5 (Harborview Dr. Ferry Landing Area) Basin Improvements.** The City's existing Lift Station 5 is located along the shoreline of Gig Harbor bay adjacent to residential houses in the 2800 block of Harborview Drive. During extreme high tides a portion of Lift Station 5 is submerged. This improvement project will decommission the existing lift station then renovate the sewer basin by installing grinder pumps to serve some of the residences that currently flow by gravity to Lift Station 5. The project would also include constructing approximately 500 feet of a new gravity sewer main that will collect and convey sewage from outlying parcels served by Lift Station 5 to the City's wastewater treatment plant.

2023-24 Expense Summary

Design and Permitting	\$800,000
Construction (Contract/Testing/Change Order Auth.)	\$2,600,000
Total	\$3,400,000

2023-24 Funding Summary

Wastewater Capital Fund	\$3,400,000
Total	\$3,400,000

- 9. Reuse and Reclamation Study – Phase 2.** Continue the development of a feasibility

report to refine previous reuse and reclaimed water studies to explore specific recharge sites and reuse locations, sources of recharge water, as well as other potential benefits that may result from generating reclaimed water.

2023-24 Expense Summary

Professional Services Contract	\$116,000
Total	\$116,000

2023-24 Funding Summary

Wastewater Capital Fund	\$116,000
Total	\$116,000

- 10. Wastewater Treatment Plant VFD Replacement.** The Wastewater Treatment Plant currently has 5 VFD units that require replacement as recommended by manufacturer. One of the VFDs is limited because of an internal failure. The other 4 VFDs will offer more flexibility and safer operation with the new air header that will be installed for the Puget Sound Nutrient General Permit. Installation to be completed by Wastewater staff.

2023-24 Expense Summary

Material Acquisition	\$54,000
Total	\$54,000

2023-24 Funding Summary

Wastewater Capital Fund	\$54,000
Total	\$54,000

- 11. 38th Ave Dry Sewer Design and Construction.** As part of the City's 38th Ave Phase 2 project the City is proceeding with designing and permitting a dry gravity sewer main along 38th Avenue from 56th Street to 60th Street.

2023-24 Expense Summary

Design and Permitting	\$27,500
Construction	\$500,000
Total	\$527,500

2023-24 Funding Summary

Wastewater Capital Fund	\$527,500
Total	\$527,500

STORM WATER DIVISION 6-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) LIST

The projects provided in the Storm Division 6-year CIP list below is based on the proposed 2023-24 Budget objectives (Obj #) and the CIP identified in the City's adopted 2018 Stormwater Comprehensive Plan (SCP). This version of the 6-year CIP list includes updated proposed project funding allocation across the next six years and does not include projects that have already been completed.

Obj #	Project Name	Project Funding Allocation					
		2023	2024	2025	2026	2027	2028
SW-1	Public Works Operations Center Building – Storm Water Capital Share	\$420,000					
SW-2	Storm Pipe Slip Lining	\$170,000					
SW-3	North Creek Culvert Replacement	\$800,000	\$500,000	\$5,000,000	\$5,000,000		
SW-4	Burnham Drive Culvert Replacement	\$2,500,000					
SW-5	Outfalls to Marine Waters - Upgrades	\$65,000	\$85,000				
SW-6	Public Works Operations Decant Facility	\$100,000	\$220,000				
	Crescent Creek Culvert Replacement					\$1,200,000	\$8,000,000
	50th St Culvert Replacement						\$350,000
	Stinson Ave Stormwater Replacement and Extension					\$500,000	
	Pipeline Upgrade Program			\$36,000	\$37,000	\$38,000	\$39,000
	Stormwater Comprehensive Plan Update					\$300,000	
Annual Totals =		\$4,055,000	\$805,000	\$5,036,000	\$5,037,000	\$2,038,000	\$8,389,000

STORM WATER DIVISION

2023-24 PROPOSED BUDGET OBJECTIVES

Mayor & Department Supported Objectives

1. **Public Works Operations Center – Building Construction.** Since 2008 the City has been slowly proceeding with design and permitting of the new Public Works Operations Center project. The City developed and considered various options, location alternatives, and building alternatives. The City completed the site development in 2019, completed the building design in 2021, and awarded a construction contract in 2022. Construction of the building will continue into 2023 then the City will furnish the new building in 2023.

2023-24 Expense Summary

Building Equipment and Furnishings	\$300,000
Construction (Contract/Testing/Change Order Auth.)	\$3,900,000
Total	\$4,200,000

2023-24 Funding Summary

Parks Capital Fund	\$1,050,000
Streets Capital Fund	\$1,050,000
Water Capital Fund	\$1,680,000
Storm Capital Fund	\$420,000

2. **Storm Pipe Slip Lining.** Perform the slip lining of two storm pipes in the City right of way due to failed pipe connections. These two storm pipes are located at the east end of Mountain View Place and in Vernhardson Street in the vicinity of Crescent Creek. In-house design and small public works contract for construction.

2023-24 Expense Summary

Surveying Contract	\$15,000
Construction (Contract/Testing/Change Order Auth.)	\$155,000
Total	\$170,000

2023-24 Funding Summary

Storm Capital Fund	\$170,000
Total	\$170,000

3. **North Creek Culvert Replacement – Design and Permitting.** Based on the outcome of the 2022 North Creek Culvert Feasibility Study, this objective will complete the design and permitting of the North Creek Culvert replacement project.

2023-24 Expense Summary

Design and Permitting	\$1,300,000
Total	\$1,300,000

2023-24 Funding Summary

Storm Capital Fund	\$1,300,000
Total	\$1,300,000

4. **Burnham Dr. Culvert Replacement at 96th Street.** This project was bid and awarded in 2022 with construction anticipated to begin in 2023. This work will complete the construction of a replacement storm cross culvert in Burnham Drive south of 96th Street. This work requires a new fish-passable culvert and is planned to be performed as part of the Burnham Dr. Half-Width Roadway Improvements Phase 1A project included in the Streets Capital fund (No. 102).

2023-24 Expense Summary

Construction (Contract/Testing/Change Order Auth.)	\$2,500,000
Total	\$2,500,000

2023-24 Funding Summary

Storm Capital Fund	\$2,500,000
Total	\$2,500,000

5. **Outfalls to Marine Waters – Upgrades.** Per the City's NPDES Stormwater Permit, the City has completed an inventory of all City stormwater outfalls. In 2023 City Staff, with the possible support of a consultant, will verify operational responsibilities and generate a prioritized list of capital improvement program to correct or replace the deficient outfalls and a maintenance plan for all stormwater outfalls. This objective may also include funding for maintenance of at least one outfall, depending on Staff capacity. Consultant support with survey and environmental reports with in-house staff or small public work completion. The City will review funding sources including grants and the City's stormwater opportunity fund through Pierce County Flood Control Zone District.

2023-24 Expense Summary

Consultant Contract for Design and Permitting	\$65,000
Construction (Contract/Testing/Change Order Auth.)	\$85,000
Total	\$150,000

2023-24 Funding Summary

Storm Capital Fund	\$150,000
Total	\$150,000

6. **Public Works Operations Decant Facility.** Gig Harbor currently has an agreement

with the City of Port Orchard to use Port Orchard's decant facility for Gig Harbor's vector waste. While this agreement provides a less expensive alternative than other regional disposal facilities, trucking waste to Port Orchard is expensive and time-consuming. The City of Gig Harbor has space and infrastructure on its new Public Works Operation Center site to install a decant facility. This objective will complete the design and permitting new decant facility for construction in 2023 at the existing Public Works Operations Center site. The City will review funding sources including grants and the City's stormwater opportunity fund through Pierce County Flood Control Zone District.

2023-24 Expense Summary

Consultant Contract for Design and Permitting	\$120,000
Construction (Contract/Testing/Change Order Auth.)	\$250,000
Total	\$370,000

2023-24 Funding Summary

Pierce County Flood Control Zone District Opportunity Fund	\$220,000
Water Capital Fund	\$50,000
Storm Capital Fund	\$100,000
Total	\$370,000

EXHIBIT B SALARY SCHEDULES

2023 Executive Positions (Exempt)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
City Administrator	\$165,116	\$173,372	\$182,040	\$191,142	\$200,700
City Attorney	\$151,319	\$158,885	\$166,829	\$175,171	\$183,929
Chief of Police	\$142,418	\$149,539	\$157,016	\$164,867	\$173,110
Finance Director	\$133,517	\$140,193	\$147,202	\$154,563	\$162,291
Public Works Director	\$133,517	\$140,193	\$147,202	\$154,563	\$162,291
Community Development Director	\$133,517	\$140,193	\$147,202	\$154,563	\$162,291
Human Resources Director	\$127,108	\$133,463	\$140,137	\$147,143	\$154,501
Police Lieutenant	\$127,108	\$133,463	\$140,137	\$147,143	\$154,501
Assistant City Attorney	\$104,143	\$109,350	\$114,818	\$120,559	\$126,586
City Clerk	\$95,687	\$100,471	\$105,495	\$110,770	\$116,308
Human Resources Analyst	\$80,286	\$84,300	\$88,515	\$92,941	\$97,588

2023 Non-Represented Non-Supervisory Personnel

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Assistant City Clerk	\$79,213	\$81,787	\$84,446	\$87,190	\$90,024	\$92,949	\$95,970	\$99,089
Human Resources Assistant	\$54,168	\$55,928	\$57,746	\$59,623	\$61,561	\$63,561	\$65,627	\$67,760

2022 Police Personnel (Local 117) *Currently under Negotiations*

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	\$104,196	\$109,404	\$114,876	\$120,624	
Police Officer	\$78,900	\$82,836	\$86,976	\$91,332	\$95,892

2023 Supervisor Unit (Local 313)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
City Engineer	\$108,797	\$112,333	\$115,984	\$119,753	\$123,645	\$127,664	\$131,813	\$136,097
Information Systems Manager	\$108,797	\$112,333	\$115,984	\$119,753	\$123,645	\$127,664	\$131,813	\$136,097
Building Official / Fire Marshal	\$104,164	\$107,549	\$111,045	\$114,654	\$118,380	\$122,227	\$126,200	\$130,301
Parks Manager	\$96,598	\$99,737	\$102,979	\$106,326	\$109,781	\$113,349	\$117,033	\$120,837
Principal Planner	\$96,598	\$99,737	\$102,979	\$106,326	\$109,781	\$113,349	\$117,033	\$120,837
Tourism & Communications Director	\$94,223	\$97,285	\$100,447	\$103,712	\$107,082	\$110,562	\$114,156	\$117,866
Court Administrator	\$93,505	\$96,544	\$99,682	\$102,921	\$106,266	\$109,720	\$113,286	\$116,968
Public Works Superintendent	\$93,020	\$96,043	\$99,165	\$102,387	\$105,715	\$109,151	\$112,698	\$116,361
Wastewater Superintendent	\$93,020	\$96,043	\$99,165	\$102,387	\$105,715	\$109,151	\$112,698	\$116,361

2023 New/Reclassified Positions *Wages Pending*

Job Title	Steps TBD
Engineering Project Manager	
Housing, Health & Human Services Manager	
NPDES Coordinator - Stormwater	
Risk & Safety Officer	
Water Operator Series	
Wastewater Lead Operator	
Wastewater Operator Series	

2023 Non-Supervisory Personnel (Local 117)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Senior Engineer	\$98,239	\$101,432	\$104,728	\$108,132	\$111,646	\$115,275	\$119,021	\$122,889
Associate Engineer	\$90,850	\$93,803	\$96,851	\$99,999	\$103,249	\$106,604	\$110,069	\$113,646
Project Engineer	\$90,850	\$93,803	\$96,851	\$99,999	\$103,249	\$106,604	\$110,069	\$113,646
Senior Accountant	\$90,618	\$93,563	\$96,604	\$99,744	\$102,985	\$106,332	\$109,788	\$113,356
Senior Planner	\$90,565	\$93,508	\$96,547	\$99,685	\$102,925	\$106,270	\$109,724	\$113,290
Infrastructure Systems Engineer	\$81,730	\$84,386	\$87,129	\$89,960	\$92,884	\$95,903	\$99,020	\$102,238
Assistant Building Official / Fire Marshal	\$80,084	\$82,687	\$85,374	\$88,149	\$91,014	\$93,971	\$97,026	\$100,179
Field Supervisor	\$80,084	\$82,687	\$85,374	\$88,149	\$91,014	\$93,971	\$97,026	\$100,179
Construction Supervisor	\$80,084	\$82,687	\$85,374	\$88,149	\$91,014	\$93,971	\$97,026	\$100,179
Senior Wastewater Operator	\$75,397	\$77,847	\$80,377	\$82,990	\$85,687	\$88,472	\$91,347	\$94,316
GIS Coordinator	\$73,772	\$76,170	\$78,645	\$81,201	\$83,840	\$86,565	\$89,378	\$92,283
Payroll / Benefits Administrator	\$73,572	\$75,963	\$78,432	\$80,981	\$83,613	\$86,330	\$89,136	\$92,033
Associate Planner	\$72,462	\$74,817	\$77,249	\$79,759	\$82,351	\$85,028	\$87,791	\$90,644
Construction Inspector	\$70,699	\$72,997	\$75,369	\$77,819	\$80,348	\$82,959	\$85,655	\$88,439
Building Inspector / Plans Reviewer	\$70,699	\$72,997	\$75,369	\$77,819	\$80,348	\$82,959	\$85,655	\$88,439
Code Enforcement Officer	\$69,644	\$71,907	\$74,244	\$76,657	\$79,149	\$81,721	\$84,377	\$87,119
Executive Assistant	\$69,644	\$71,907	\$74,244	\$76,657	\$79,149	\$81,721	\$84,377	\$87,119
Mechanic	\$68,367	\$70,589	\$72,883	\$75,252	\$77,697	\$80,223	\$82,830	\$85,522
Wastewater Operator	\$67,449	\$69,641	\$71,904	\$74,241	\$76,654	\$79,145	\$81,718	\$84,373
Engineering Technician	\$66,899	\$69,073	\$71,318	\$73,636	\$76,029	\$78,500	\$81,051	\$83,685
Building Maintenance Technician	\$66,362	\$68,519	\$70,746	\$73,045	\$75,419	\$77,870	\$80,401	\$83,014
Information Systems Assistant	\$65,444	\$67,571	\$69,767	\$72,034	\$74,376	\$76,793	\$79,288	\$81,865
Wastewater Operator in Training (OIT)*	\$65,326							
Wastewater Collection Systems Tech II	\$63,088	\$65,138	\$67,255	\$69,441	\$71,698	\$74,028	\$76,434	\$78,918
Assistant Planner	\$62,889	\$64,933	\$67,043	\$69,222	\$71,472	\$73,795	\$76,193	\$78,669
Permit Coordinator	\$62,889	\$64,933	\$67,043	\$69,222	\$71,472	\$73,795	\$76,193	\$78,669
Finance Technician	\$61,317	\$63,310	\$65,367	\$67,492	\$69,685	\$71,950	\$74,288	\$76,703
Utility Billing Technician	\$61,317	\$63,310	\$65,367	\$67,492	\$69,685	\$71,950	\$74,288	\$76,703
Planning Technician	\$61,000	\$62,983	\$65,029	\$67,143	\$69,325	\$71,578	\$73,904	\$76,306
Administrative Assistant	\$59,626	\$61,564	\$63,565	\$65,631	\$67,764	\$69,966	\$72,240	\$74,588
Community Development Assistant	\$59,626	\$61,564	\$63,565	\$65,631	\$67,764	\$69,966	\$72,240	\$74,588
Public Works Assistant	\$59,626	\$61,564	\$63,565	\$65,631	\$67,764	\$69,966	\$72,240	\$74,588
Judicial Specialist	\$56,461	\$58,296	\$60,191	\$62,147	\$64,167	\$66,252	\$68,405	\$70,628
Property & Evidence Technician	\$56,133	\$57,957	\$59,841	\$61,786	\$63,794	\$65,867	\$68,008	\$70,218
Police Services Specialist	\$51,564	\$53,240	\$54,970	\$56,757	\$58,601	\$60,506	\$62,472	\$64,503
Court Clerk	\$50,866	\$52,519	\$54,226	\$55,988	\$57,808	\$59,687	\$61,627	\$63,629
Custodian	\$50,687	\$52,334	\$54,035	\$55,791	\$57,605	\$59,477	\$61,410	\$63,406
Public Works Clerk	\$50,656	\$52,302	\$54,002	\$55,757	\$57,569	\$59,440	\$61,372	\$63,367
Community Development Clerk	\$50,656	\$52,302	\$54,002	\$55,757	\$57,569	\$59,440	\$61,372	\$63,367
Laborer	\$48,133	\$49,697	\$51,312	\$52,980	\$54,702	\$56,480	\$58,315	\$60,211

*OIT is an automatic progression into WWTP Operator once employee receives Group 1 Certification.

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Technician	\$59,179	\$61,102	\$63,088	\$65,139	\$67,256	\$69,441	\$71,698	\$74,028	\$76,434	\$78,918

The parti+A1:K104es agree to continue the combination of Maintenance Technician I and II ranges. Employees will not be able to exceed the mid-range of this classification until they have been with the City for at least 5 years and have achieved goals, licenses and/or certifications. This classification requires CDL Class B license with a Tanker Endorsement. Employees who do not have the required license must obtain it within 18 months.



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

Meeting Date: November 28, 2022

SUBJECT: Second Reading of Ordinance 1504 Amending the 2022 Budget for the Park Development Fund

SUBMITTED BY: David Rodenbach. Finance Director

DEPARTMENT: Finance

PHONE: 853-7610

SUGGESTED MOTION: Move to approve Ordinance 1504

BACKGROUND INFORMATION: The City entered into a purchase and sale agreement with Richard H Shaw and David Warren Properties on October 28, 2021, to purchase land. The agreement has been amended five times with the latest version setting a purchase price of four million two hundred thousand dollars (\$4,200,000.00) and a closing date of October 31, 2022.

FISCAL CONSIDERATION: The purchase and sale agreement has a closing date sooner than the city can raise funds through a general obligation bond sale.

The Hospital Benefit Zone fund has funds available to close this transaction and the city is in the process of selling general obligation bonds to reimburse Hospital Benefit Zone funds and permanently fund this transaction.

The bonds are scheduled to close in early January at which time the HBZ will be replenished.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: NA

ATTACHMENTS: Ordinance 1504

STRATEGIC PLAN PRIORITY: Promote environmental sustainability and preserve Gig Harbor's natural beauty

ORDINANCE 1504

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE 2022 BUDGET FOR THE PARK DEVELOPMENT FUND; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, an adjustment to the 2022 annual appropriation of the Park Development fund is necessary to conduct city business; and

WHEREAS, the City Council desires to amend the budget to allow for purchase of the Shaw-Warren property; and

WHEREAS, the Shaw-Warren property purchase and sale agreement sets the sale price at four million two hundred thousand dollars and zero cents (\$4,200,000.00); and

WHEREAS, the Hospital Benefit Zone (HBZ) fund has adequate funding and budget available to temporarily fund this purchase; and

WHEREAS, the City Council plans to issue general obligation bonds to replenish HBZ funds;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. The 2022 Budget shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
109-Park Development	\$3,811,320	\$8,011,320

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to increase appropriations as shown above and directs the Finance Director to amend the budget as shown above.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is 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, clause or phrase of this Ordinance.

Section 4. 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 5. 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 24th day of November, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk



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

Meeting Date: November 28, 2022

SUBJECT: Second Reading of Ordinance 1501 Adopting the 2022 Comprehensive Plan Amendments

SUBMITTED BY: Robin Bolster-Grant, Senior Planner

DEPARTMENT: Community Development/Planning Division

PHONE: 853-7628

SUGGESTED MOTION: Move to approve Ordinance 1501

BACKGROUND INFORMATION: On February 28, 2022, the City Council approved the 2022 Comprehensive Plan Docket of Amendments and forwarded the docket to the Planning Commission for recommendation. The docket included four city-sponsored amendments.

Two study sessions were held before the Planning Commission. A public hearing was held on October 20, 2022, and the Planning Commission approved the adopted docket with the exception of PL-COMP-22-0002. The staff report delivered to the Planning Commission can be found at https://www.cityofgigharbor.net/AgendaCenter/Planning-Commission-5/?#_10202022-330

Council reviewed the Planning Commission's recommendations at a study session on October 27 and proposed no changes to the amendments prior to first reading of the ordinance. The first reading of Ordinance 1501 was conducted at the November 14, 2022 City Council meeting.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: The Planning Commission recommended approval of the 2022 Docket of amendments, with the exception of PL-COMP-22-0002 relating to the Utilities Element on October 20, 2022.

ATTACHMENTS:

1. Ordinance 1501
-

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

ORDINANCE 1501

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE PLAN FOR THE 2022 AMENDMENT CYCLE: REVISING THE PARKS, RECREATION AND OPEN SPACE ELEMENT AND PORTIONS OF THE CAPITAL FACILITIES ELEMENT TO ACHIEVE CONSISTENCY WITH THE ADOPTED 2022 PARKS, RECREATION AND OPEN SPACE (PROS) PLAN; REINSTATE AND ENHANCE LANGUAGE CONCERNING CLIMATE CHANGE AND SUSTAINABILITY WITHIN THE RELEVANT ELEMENTS OF THE COMPREHENSIVE PLAN; AND ADD THE STORMWATER MANAGEMENT ACTION PLAN (SMAP) AS AN APPENDIX TO THE CITY'S STORMWATER COMPREHENSIVE PLAN PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and
WHEREAS, the City adopted a revised GMA Comprehensive Plan as required by RCW 36.70A.130 (4) in 2016; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, except under circumstances not applicable here, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and the adoption of any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, on February 28, 2022, the City Council evaluated the comprehensive plan amendment applications submitted for the 2022 annual cycle, and held a public hearing on such applications and forwarded those initiated to the Planning commission for further processing; and

WHEREAS, Applications PL-COMP-22-0001, PL-COMP-22-0002, PL-COMP-22-0003, PL-COMP-22-0004 were initiated by City Council; and

WHEREAS, Application PL-COMP-22-0002, proposing amendments to the Utilities Element, which require additional clarification and revision, is not under consideration through this ordinance and will be evaluated as part of the 2024 Comprehensive Plan Periodic Update; and

WHEREAS, on October 24, 2022, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the three comprehensive plan amendment applications, pursuant to WAC 197-11-340(2), which was not appealed; and

WHEREAS, the City notified the Washington State Department of Commerce of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on October 24, 2022 pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission held work study sessions to discuss the applications on August 18, 2022 and October 26, 2022; and

WHEREAS, the Planning Commission held a public hearing on the 2022 comprehensive plan amendments on October 20, 2022; and

WHEREAS, on October 20, 2022 the Planning Commission voted to recommend approval of the 2022 comprehensive Plan Amendments with the exception of application PL- COMP-22-0002 as documented in the Planning Commission's written recommendations signed by Planning Commission Chair, John Krawczyk, dated November 7, 2022.

WHEREAS, on October 27, 2022, the Gig Harbor City Council held a study session on the proposed amendments to the Gig Harbor Comprehensive Plan for the 2022 review cycle; and

WHEREAS, the Gig Harbor City Council held a first reading of Ordinance 1501 implementing the recommendations of the Planning Commission and amending the Comprehensive Plan on November 14, 2022; and

WHEREAS, on November 28, 2022, the Gig Harbor City Council conducted a second reading of Ordinance 1501 amending the Comprehensive Plan;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Revisions. The City of Gig Harbor Comprehensive Plan shall be amended to:

- 1) Revise the Parks, Recreation and Open Space Element and Capital Facilities Element to achieve consistency with the adopted 2022 Parks, Recreation and Open Space (PROS) Plan as set forth in Exhibit A.
- 2) Reinstate and enhance language concerning climate change and sustainability within the Environment Element as set forth in Exhibit B.
- 3) Add the Stormwater Management Action Plan (SMAP) as an appendix to the City's Stormwater Comprehensive Plan as set forth in Exhibit C.

Section 2. Adoption.

Notice. The City Clerk confirmed that public notice of the public hearings held by the City Council on the following applications was provided.

Hearing Procedure. The City Council's consideration of the comprehensive plan amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

Testimony. *To be inserted following the public hearing.*

Criteria for Approval. The process for Comprehensive Plan amendments (Chapter 19.09) states that the City Council shall consider the Planning Commission's recommendations and after considering the criteria found in GHMC 19.09.170 make written findings regarding each application's consistency or inconsistency with the criteria. The criteria found in GHMC 19.09.170 are as follows:

- A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and
- B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and
- C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and
- D. The proposed amendment advances the public interest; and
- E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:
 - 1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:
 - a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or
 - b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or
 - c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or
 - d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

- e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met; and
2. For a land use map amendment, the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses; and
3. The proposed amendment will not create a demand to change land use designations of other properties unless the change in land use designation for other properties is in the long-term interest of the community in general.

Applications. The City Council hereby enters the following findings and conclusions for each application:

1. PL-COMP-22-0001 – Parks, Recreation and Open Space

Summary: The proposed city-sponsored text amendment would revise existing text within the Parks, Recreation and Open Space Element and Capital Facilities Element to be consistent with the language included in the 2022 Parks, Recreation and Open Space (PROS) Plan adopted by the City Council on February 28, 2022.

Findings:

- A. Council finds that the proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan.

The text amendment would insert parks, recreation and open space goals and policies, as adopted in the 2022 Parks, Recreation and Open Space Plan (PROS Plan), into the comprehensive plan in place of the current element in order to provide internal consistency. The 2020 PROS Plan was adopted by the City Council on February 28, 2022. As such, the revised goals and policies, as well as the updated inventory of city park holdings have been inserted into Chapter 11. It should be noted that the 2020 PROS Plan was the subject of significant public participation and input. 2,500 surveys were mailed to households throughout the city and online zoom meetings and an open house were conducted in October and November 2021. The Parks Commission recommended the Council adopt the PROS Plan on February 2, 2022.

- B. The Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws.

The GMA has established planning goals for open space and recreation (RCW 36.70A.020). These goals include retaining open space, enhancing recreational opportunities, conserving fish and wildlife habitat, increasing access to natural resource lands and water, and developing parks and

recreation facilities. The proposed amendment to the Parks, Recreation and Open Space Element updates the goals and policies consistent with these policies, as well as updating the current inventory of parks citywide. Similarly, the updated goals and policies as well as current inventory provide consistency with Pierce Countywide Planning Policy HW-1.1, by providing an improved environment for walking and bicycling.

- C. The City Council finds that the proposed amendment will not adversely impact the city's ability to provide sewer and water and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services.

The City Council finds that the proposed amendment would not adversely impact the City's ability to provide essential public facilities or services.

- D. The City Council finds that the proposed amendment advances the public interest.

Based on the results of the surveys, open house and stakeholder meetings conducted in 2021 for the 2022 PROS Plan update, the public interest would be served through the adoption of the proposed amendment to the Parks, Recreation and Open Space Element. The amendment includes the goals and policies provided in the 2022 PROS Plan.

- E. Not applicable to this amendment.

Conclusion: After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application PL-COMP-22-0001 and hereby amends the Parks, Recreation and Open Space Element and Capital Facilities Element of the Comprehensive Plan.

2. PL-COMP-22-0003 – Climate Change and Sustainability

Summary: The proposed city-sponsored amendment would add climate change language into the Environment Element of the Comprehensive Plan.

Findings:

- A. Council finds that the proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan.

The amendment would insert text into the Environment Element (Chapter 5) which currently contains goals related to resource conservation, best management practices, and respect for the natural environment. The proposed language introduces climate change to the Comprehensive Plan and sets a goal to adopt a climate action plan. This will serve as a catalyst for further

climate-related actions.

- B. The Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws.

The GMA and Pierce County Countywide Planning Policies have established planning goals for efficient urban growth, multimodal transportation systems, and protecting the environment. The proposed amendment to the Environment Element introduces goals and policies consistent with the GMA and the Countywide Planning Policies and allows for future innovation in climate-related policy.

- C. The City Council finds that the proposed amendment will not adversely impact the city's ability to provide sewer and water and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services.

The City Council finds that the proposed amendment would not adversely impact the City's ability to provide essential public facilities or services.

- D. The City Council finds that the proposed amendment advances the public interest.

Gig Harbor City Council identified priorities within the City of Gig Harbor Two-Year Strategic Plan 2022-2023 (Strategic Plan). One of the Strategic Plan priorities is to promote environmental sustainability and preserve Gig Harbor's natural beauty with project actions including:

- Incorporate climate change into the City's Comprehensive Plan
- Adopt Climate & Sustainability Action Plan

City staff convened the Climate Change Comprehensive Plan Amendment Committee (CCCPAC), a 20-person internal and external stakeholder group to steer the amendment proposal. The CCCPAC learned about climate change mitigation and adaptation concepts and strategies from regional experts throughout the summer of 2022. Staff summarized the submissions in an Initial Meeting Summary & Findings document presented at the August 23, 2022 CCCPAC meeting and available on the project website. The proposed text amendment is a distillation of more than 40 priorities set by the CCCPAC which includes input from elected and appointed officials, nonprofit environmental groups, the development community, utilities, the Port of Tacoma, and City staff.

- E. Not applicable to this amendment.

Conclusion: After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria

for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application PL-COMP-22-0003 and hereby amends the Environment Element of the Comprehensive Plan.

3. PL-COMP-22-0004 – Stormwater Management Action Plan (SMAP)

Summary: The proposed city-sponsored amendment would incorporate the SMAP into the 2018 Stormwater Comprehensive Plan as Appendix F, which is adopted by reference in the Capital facilities and Utilities Elements of the City's Comprehensive Plan.

Findings:

- A. Council finds that the proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan.

The amendment incorporates the SMAP into the 2018 Stormwater Comprehensive Plan as Appendix F. The City of Gig Harbor is currently a permittee of the State of Washington Department of Ecology Western Washington Phase II Municipal Stormwater Permit (Permit) through the National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Discharges from Small Municipal Separate Storm Sewers in Western Washington. The Permit authorizes permittees to discharge to Waters of the State if the conditions are met, and until the Permit expires, is modified, or revoked. The Permit was issued to the City July 1, 2019 and became effective August 1, 2019. The Permit expires July 31, 2024.

- B. The Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws.

The Permit requires a Stormwater Management Program with several components, one of which is a SMAP as described in part S5.C.1.d. The adoption of the SMAP is a state required for the City's continued discharge to Waters of the State, and adoption by March 31, 2023 is required for compliance.

- C. The City Council finds that the proposed amendment will not adversely impact the city's ability to provide sewer and water and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services.

The City Council finds that the proposed amendment would not adversely impact the City's ability to provide essential public facilities or services.

- D. The City Council finds that the proposed amendment advances the public interest.

Stormwater management action planning is required by the Permit and is intended to protect public health and safety by assuring that permittees are conducting appropriate information gathering, tracking, maintenance, and implementation for stormwater management. Stormwater planning under the Permit is designed to reduce the discharge of pollutants from municipal separate storm sewer systems and to protect surface and receiving waters.

E. Not applicable to this amendment.

Conclusion: After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby **approves** application PL-COMP-22-0004 and hereby amends the Stormwater Comprehensive Plan.

Section 3. Transmittal to State. The Community Development Director is directed to forward a copy of this Ordinance, together with all exhibits, to the Washington State Commerce Department within ten days of adoption, pursuant to RCW 36.70A.106.

Section 4. Severability. If any section, sentence, clause, or phrase of this ordinance should 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 5. 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, sections/subsection numbers and any references thereto.

Section 6. Effective Date. This ordinance shall take effect and be in full after passage and at the close of the 60-day Department of Ecology review period, which is at least five days following 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 28th day of November, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk

EXHIBIT A

Chapter 11 PARKS, RECREATION AND OPEN SPACE

INTRODUCTION

The ~~2016~~ 2022 Parks, Recreation and Open Space Plan (~~Park~~ PROS Plan) for Gig Harbor ~~was adopted by the City Council on February 28, 2022.~~ The PROS Plan represents the City's vision and provides goals and objectives for the development of parks, recreation and open spaces in Gig Harbor for the next six years and beyond. Only key elements of the ~~Park Plan~~ are incorporated into the Comprehensive Plan. This chapter includes the goals and policies adopted in the ~~Park~~ PROS Plan, while the inventory, levels of service and 6-year capital facilities projects are included in Chapter ~~12-13,~~ Capital Facilities.

The planning area for this ~~Parks, Recreation and Open Space~~ PROS Plan includes the City's existing incorporated area and the City's Urban Growth Area as defined in the 2015 Comprehensive Plan. Implementation of the ~~Parks, Recreation and Open Space~~ 2022 PROS Plan will focus on the City's incorporated area, where the City has jurisdiction, with an eye toward serving the residents of the Urban Growth Area as annexations occur over the next 15 years.

~~Much has happened in Gig Harbor since the City's prior Parks, Recreation and Open Space Plan was adopted in 2010.~~ The continued dramatic growth in the Gig Harbor peninsula's population has resulted in an increased use of the City's community parks and recreational facilities, which will likely continue over the foreseeable future. The demographics of Gig Harbor are also changing as a younger demographic is moving into the area. The increase in demand coupled with a changing demographic mean new challenges and opportunities for the City.

~~In an effort to provide quality parks and recreational opportunities for today's residents as well as for future generations, the City initiated a planning process in conjunction with the overall update of the City's 2015 Comprehensive Plan.~~ This ~~Parks, Recreation and Open Space~~ PROS Plan is a stand-alone document which meets the requirements of the Washington State Recreation and Conservation Office guidelines. It is also compliant with the Washington State Growth Management Act (GMA). ~~Parts of the~~ The PROS Plan may be incorporated into ~~the future 2024 updates update~~ of the Gig Harbor Comprehensive Plan. The planning horizon for both plans is ~~2030~~

The GMA requires a park and recreation element within the Comprehensive Plan that implements, and is consistent with, the capital facilities plan element as it relates to park and recreation facilities. This element includes estimates of park and recreation demand for at least a fifteen-year period; an evaluation of facilities and service needs; and an evaluation of intergovernmental coordination opportunities to

provide regional approaches for meeting park and recreational demand.¹

During the PROS Plan public outreach effort, the community expressed many ideas for improving parks and recreational opportunities in Gig Harbor including:

- Providing a balance of active and passive activities within the city's parks;
- Seeking dedicated funding to support park management and maintenance responsibilities and costs;
- Providing trail connectivity between parks and connecting residential and commercial neighborhoods to the city's park system; and
- Providing a park system that offers something for all ages and types of users.

This Plan considers today's and tomorrow's needs and is a community-driven plan that has broad-based support and is implementable over the 15-year plan horizon. This update:

- Identifies the anticipated types of activities and the population that the City's parks and recreation facilities will serve,
- Defines the City's vision of the future of the City's park and recreational facilities,
- Identifies the estimated cost to achieve the community's vision, and
- Provides goals and policies to act as a guide for getting there.

The ~~2016-2022~~ Gig Harbor Park Recreation and Open Space Plan will help guide the city staff, park commission and city council in meeting identified gaps in services and park development in order to meet the need and support the quality of life for our citizens in the coming years.

¹RCW 36.70A.070(8) GMA

VISION

Gig Harbor's Vision: To develop a quintessential system of parks, trails and open spaces that enhance the City's history, environmental features, and sense of place to encourage both active and passive forms of recreation popular on the peninsula.

GOALS AND POLICIES

~~OPEN SPACE PRESERVATION AND WILDLIFE RESOURCES~~

~~**GOAL 11.1: DEVELOP A HIGH QUALITY, DIVERSIFIED PARK SYSTEM THAT PRESERVES AND ENHANCES SIGNIFICANT ENVIRONMENTAL RESOURCES AND FEATURES. INCORPORATE UNIQUE ECOLOGICAL FEATURES AND RESOURCES TO PROTECT THREATENED SPECIES, PRESERVE HABITAT, AND RETAIN MIGRATION CORRIDORS THAT ARE UNIQUE AND IMPORTANT TO LOCAL WILDLIFE.**~~

~~**11.1.1.** Acquire and preserve especially sensitive or unique habitat sites that support threatened or endangered species and urban wildlife habitat.~~

~~**11.1.2.** Identify and conserve critical wildlife habitat including nesting sites, foraging areas, and migration corridors within or adjacent to natural areas, open spaces, and the developed urban areas.~~

~~**11.1.3.** Develop a system of open space corridors along natural stream and wetlands corridors that establish forest canopy that link to each other and from the uplands to the shore.~~

~~IDENTIFY URBAN GROWTH PRESERVES~~

~~**GOAL 11.2: COORDINATE WITH OTHER PUBLIC AND PRIVATE AGENCIES, AND WITH PRIVATE LANDOWNERS TO PRESERVE LAND AND RESOURCES NECESSARY TO PROVIDE HIGH QUALITY, CONVENIENT PARK AND RECREATIONAL FACILITIES BEFORE THE MOST SUITABLE SITES ARE LOST TO DEVELOPMENT.**~~

~~**11.2.1.** Continue coordination with PenMet Parks and other agencies on meeting park, recreation, and open space needs through the City and urban growth area to assure that needs are met, and services are not duplicated.~~

~~**11.2.2.** Identify lands needed to meet long term demand for parks, recreation and open space in developing areas such as the wooded, undeveloped, and sensitive lands.~~

~~**11.2.3.** Prior to annexation of urban growth areas review park, recreation, and open space needs to determine potential impacts to adopted levels of service. Such impacts shall be considered when determining the impacts of a potential annexation.~~

DEVELOPING HEALTHY COMMUNITIES

~~GOAL 11.3: THROUGH THE CITY'S PERMIT PROCESS, REQUIRE, WHEN POSSIBLE, NEW DEVELOPMENT TO SUPPORT AND ENHANCE THE PEDESTRIAN ENVIRONMENT TO PROMOTE HEALTHY LIFESTYLES AND ACTIVE COMMERCIAL AREAS.~~

~~11.3.1 ——— Require pedestrian friendly design features (including but not limited to placement of new buildings, on-site walkways, and pedestrian scale site features) on new developments to promote active healthy lifestyles within the community.~~

~~11.3.2 ——— Require non-residential developments to provide common areas (such as town squares, plazas, or pocket parks) proportional to size of the development and the impact on existing park infrastructure to serve the recreational needs of employees and customers. Encourage these spaces to be used as the focus of commercial and civic buildings.~~

PARK DESIGN STANDARDS

~~GOAL 11.4: DESIGN AND DEVELOP FACILITIES THAT ARE ACCESSIBLE, SAFE, AND EASY TO MAINTAIN WHILE PROVIDING A FULL RANGE OF FACILITIES FOR ALL AGE GROUPS BOTH INSIDE THE PRESENT CITY LIMITS AND IN THE UGA. PARKS FACILITIES AND EQUIPMENT SHOULD HAVE LIFE CYCLE FEATURES THAT ACCOUNT FOR LONG-TERM COSTS AND BENEFITS.~~

General

~~11.4.1. ——— Create park plans for the potential development and re-development of City park properties.~~

~~11.4.2. ——— Incorporate features and amenities into parks that fit the local context; contribute to environmental sustainability; and are accessible, safe, and easy to maintain for the long term.~~

~~11.4.3. ——— Provide maps at the City's larger parks, documenting park and trail opportunities in the vicinity of the park.~~

~~11.4.4. ——— Develop and maintain parks consistent with local, state and federal environmental regulations.~~

~~11.4.5. ——— Provide facilities for all age groups and throughout the City and its UGA.~~

Accessibility

~~11.4.6 ——— Design park and recreation facilities to be accessible in accordance with the American Disabilities Act (ADA).~~

Maintenance

~~11.4.7. ——— Design and develop facilities that are of low maintenance and high capacity design to reduce overall facility maintenance and operation requirements and costs while providing for adequate facilities, amenities, and attractive landscaping.~~

~~11.4.8. ——— Where appropriate, use low maintenance materials, settings or other value engineering considerations that reduce care and security requirements, and retain natural conditions and experiences.~~

Security and Safety

~~11.4.9. ——— Implement design and development standards that will improve park facility safety and implement security features for park users, department personnel, and the public at large.~~

~~11.4.10. ——— Continue to develop and implement safety standards, procedures, and programs that will provide proper training and awareness for department personnel.~~

~~11.4.11. ——— Define and enforce rules and regulations concerning park activities and operations that will protect user groups, department personnel, and the general public at large.~~

~~11.4.12. ——— Where appropriate, use adopt a park programs, neighborhood park watches, park police patrols, and other innovative programs that will increase safety and security awareness and visibility.~~

Non-Motorized Access

~~11.4.13 ——— Parks should be located such that the majority of the population can easily access them without driving a personal vehicle.~~

TRAIL AND CORRIDOR ACCESS SYSTEMS

~~**GOAL 11.5: DEVELOP A HIGH QUALITY SYSTEM OF MULTIPURPOSE PARK TRAILS AND CORRIDORS THAT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS AND LOW IMPACT RECREATIONAL OPPORTUNITIES FOR RESIDENTS OF ALL AGES AND ABILITIES IN COORDINATION WITH THE CITY'S ACTIVE TRANSPORTATION PLAN.**~~

Trail Systems

~~11.5.1 ——— Create a comprehensive system of multipurpose off road trails using the Cushman Trail as the backbone of the system. Trails should be developed to provide access to significant environmental features, public facilities, neighborhoods and business districts to promote physical activity and a health conscious community.~~

City of Gig Harbor Comprehensive Plan – Parks, Recreation and Open Space Element

~~11.5.2. — Leveraging the resources of WSDOT, private developers and other agencies, construct pedestrian facilities that cross SR-16 and other highways (ex: pedestrian overpass at BB16)~~

~~11.5.3. — Trails should be connected to nearby sidewalk facilities wherever feasible to facilitate the use of the off-street trail systems for non-motorized transportation and recreation. Where sidewalks are an integrated component of a trail system, larger sidewalks may be needed.~~

~~11.5.4. — Work with PenMet Parks, Pierce County, Tacoma, the Washington State Department of Transportation, and other appropriate jurisdictions to link and extend Gig Harbor trails to other regional trail facilities.~~

~~11.5.5. — Extend trails through natural area corridors like the Crescent and Donkey (North) Creek corridors, and Wollochet Drive wetlands within the City that will provide a high quality, diverse sampling of area environmental resources, in balance with habitat protection.~~

Trail Development and Amenities

~~11.5.6. — Develop trails consistent with the park development goals and policies where applicable.~~

~~11.5.7. — furnish trail systems with appropriate supporting trailhead improvements that may include interpretive and directory signage systems, rest stops, drinking fountains, restrooms, parking and loading areas, water and other services.~~

~~11.5.8. — Where appropriate, locate trailheads at or in conjunction with the park sites, schools, and other community facilities to increase local area access to the trail system and reduce duplication of supporting improvements.~~

~~11.5.9. — Develop trail improvements of a design that is easy to maintain and access by maintenance, security, and other appropriate personnel, equipment, and vehicles.~~

~~11.5.10. — Develop trail accessibility standards to provide for accessible trails where possible and support a diversity of non-motorized uses. Such standards should not prohibit construction of trails where grade or corridor width will not allow full accessibility or trail widths for all users.~~

~~11.5.11. — Develop and implement a system of signs to mark trails and non-motorized routes that coordinates with the City's streetscape and furniture standards. Such signage should be developed in accordance with the City's adopted way finding plan.~~

RECREATIONAL FACILITIES

GOAL 11.6: DEVELOP A QUALITY, DIVERSIFIED RECREATION SYSTEM THAT PROVIDES FOR ALL AGE AND INTEREST GROUPS.

Waterfront Access and Facilities

~~11.6.1. ——— Cooperate with Pierce County, PenMet Parks, the Washington State Department of fish & Wildlife, and other public and private agencies to acquire and preserve additional shoreline access for waterfront fishing, wading, swimming, viewing and other related recreational activities and pursuits, recognizing the rights of property owners in the vicinity of such sites.~~

~~11.6.2. ——— Develop and/or encourage a mixture of watercraft access opportunities including canoe, kayak, sailboard, and other non-power boating activities, especially on Gig Harbor Bay and along the Puget Sound shoreline.~~

Athletic Facilities

~~11.6.3. ——— Concentrate on field and court activities like soccer, football, baseball, basketball, tennis, pickleball and volleyball that provide for the largest number of participants.~~

~~11.6.4. ——— Encourage, leverage the development, or develop, where appropriate, a select number of facilities that provide a quality playing environment, possibly in conjunction with PenMet Parks, Pierce County, Peninsula School District, and other public or private agencies. Such facilities should be developed to meet the requirements for all age groups, skill levels, and recreational interests where possible.~~

Indoor Facilities

~~11.6.5. ——— Facilitate the continued development by the Peninsula School District and other organizations, of special meeting, assembly, eating, health, cultural, and other community facilities that provide general support to school age populations and the community at large at elementary, middle, and high schools within the City, urban growth area and the greater peninsula.~~

~~11.6.6. ——— Look for opportunities to partner with PenMet and other organization to provide indoor recreational facilities for all ages (including play structures and both organized and individual sports facilities).~~

Play Structures

~~11.6.7. ——— Provide play structures for tots (2-5) and school aged children (5-12) and a teen activity area within neighborhood parks.~~

SPECIAL PURPOSE FACILITIES

~~**GOAL 11.7: ENCOURAGE THE DEVELOPMENT OF QUALITY FACILITIES THAT MEET THE INTERESTS OF ALL SEGMENTS OF THE COMMUNITY.**~~

~~11.7.1. — Where appropriate and economically feasible (self-supporting), encourage other organizations to develop and operate specialized and special interest recreational or cultural facilities like theater, golf and water parks for these interests in the general population.~~

~~11.7.2. — Where appropriate, facilitate and encourage joint planning and operating programs with other public and private agencies to determine need and provide for special activities like fold, performing arts, water parks, and camping on an area wide basis.~~

RECREATIONAL PROGRAMS

~~**GOAL 11.8: COORDINATE WITH AND ENCOURAGE THE EFFORTS OF OTHER AGENCIES AND NON-PROFIT RECREATIONAL PROVIDERS TO ASSURE THAT THE RECREATIONAL NEEDS OF THE GIG HARBOR RESIDENTS ARE MET.**~~

~~11.8.1. — Facilitate and encourage other organizations to provide arts and crafts, classroom instruction in music and dance, physical conditioning and health-care, meeting facilities, daycare, latch key, and other program activities for all cultural, age, physical and mental capability, and income groups in the community.~~

~~11.8.2. — Endorse the efforts of local non-profit organizations to provide soccer, baseball, softball, basketball, volleyball, tennis, pickleball, and other instruction and participatory programs for all age, skill level, and income groups in the community.~~

~~11.8.3. — Assist historical and cultural societies to develop and display artifacts, reports, and exhibits; and conduct lectures, classes, and other programs that document and develop awareness of Gig Harbor's heritage.~~

HISTORIC RESOURCES

~~**GOAL 11.9: DEVELOP A HIGH QUALITY, DIVERSIFIED PARK SYSTEM THAT PRESERVES SIGNIFICANT HISTORIC OPPORTUNITY AREAS AND FEATURES.**~~

~~11.9.1. — Identify, preserve, and enhance Gig Harbor's multicultural heritage, human history of the City and its neighborhoods, traditions, and cultural features including historic sites, buildings, artworks, objects, views, and monuments.~~

~~11.9.2. — Identify and incorporate significant historic and cultural lands, sites, artifacts, and facilities into the park system to preserve these interests and to provide a balanced social experience.~~

~~11.9.3. — Register City owned parks, structures and open space properties that are eligible for the Gig Harbor Register of Historic Places and utilize the City's Certified Local~~

~~Government (CLG) Board to determine appropriate preservation methods and traditional uses.~~

~~**11.9.4.** Encourage the Harbor History Museum, Gig Harbor BoatShop, Gig Harbor Fishermen's Civic club and others to make cultural programs and activities more accessible to the public.~~

~~**11.9.5.** Encourage the owners of historic sites and structures to provide increased public access.~~

~~**11.9.6.** Consider adopting incentives for properties listed on the City's Historic Register to encourage maintenance and retention of structures as properties are re-developed, including adaptive re-use provisions.~~

CULTURAL ARTS PROGRAMS AND RESOURCES

~~The purpose of this section is to delineate the importance of The Arts—visual art, music, theater, dance, poetry and prose, film and other creative endeavors—as they relate to the quality of life in Gig Harbor.~~

~~The Gig Harbor Arts Commission plays a vital role in our town's culture by supporting and promoting the arts and arts organizations. The Commission oversees the acquisition and placement of public art, fosters arts and cultural programs for the enrichment of citizens and visitors, encourages an environment for the success of working artists and strengthens new and existing arts organizations. The Arts Commission supports the following statements:~~

- ~~• The arts provide tools for accomplishing larger community goals such as economic vitality, quality education and community planning and design.~~
- ~~• Arts and culture are essential to the continuing growth and development of our community's economy, education and quality of life. Support of the arts is an investment in making our community a better place to live.~~
- ~~• The arts help strengthen our cultural fabric and enrich the lives and spirits of our citizens.~~
- ~~• Arts and cultural programs are a powerful economic development tool in their ability to enhance Gig Harbor's image and thereby entice new businesses to locate here.~~
- ~~• The arts can be a source of civic pride and Gig Harbor is a place where citizens and visitors alike can be engaged and inspired.~~

GOAL 11.10: CELEBRATE THE CREATIVE SPIRIT OF OUR COMMUNITY AND ENCOURAGE FINE AND PERFORMING ARTS PARTNERSHIPS AND PROGRAMS THAT REFLECT THE COMMUNITY'S VISION AND CULTURE.

~~**11.10.1.** Identify public visual, written and performing art opportunities that highlight the cultural and historical connections within our community through local history,~~

City of Gig Harbor Comprehensive Plan – Parks, Recreation and Open Space Element
~~environmental systems, cultural traditions, and visual symbols.~~

~~11.10.2. Enhance the reputation of Gig Harbor as a livable and creative community by encouraging artists of all types to display and perform their work and supporting opportunities for creative expression.~~

~~11.10.3. Use public art to create visible landmarks and artistic points of reference to reinforce Gig Harbor's identity, unique culture and character.~~

~~11.10.4. Acquire works of art through a variety of methods including commissioned works, temporary works, direct purchases, and community projects.~~

~~11.10.5. In cooperation with area artists and cultural organizations, utilize the city's website as a clearinghouse for arts information and resource sharing.~~

~~11.10.6. Encourage the development of spaces where visual and performing arts can be enjoyed by all. This includes visual and performing arts centers, street fairs, and market places that include performance and display spaces. (Resolution No. 861.)~~

~~11.10.7. Encourage and support work by local artists and support visual, written and performing arts programs and partnerships that reflect our community's vision and culture.~~

FINANCIAL RESOURCES AND COORDINATION

~~**GOAL 11.11: CREATE EFFECTIVE AND EFFICIENT METHODS OF ACQUIRING, DEVELOPING, OPERATING AND MAINTAINING FACILITIES AND PROGRAMS THAT ACCURATELY DISTRIBUTE COSTS AND BENEFITS TO THE GENERAL PUBLIC AND PRIVATE DEVELOPMENT.**~~

Finance

~~11.11.1. Investigate available methods for the financing of facility development, maintenance, and operation in order to reduce costs, retain financial flexibility, match user benefits and interests, and increase facility services.~~

~~11.11.2. Consider joint ventures with other public and private agencies such as PenMet Parks, Pierce County, Peninsula School District, regional, state, federal, and other public and private agencies including for-profit concessionaires, where feasible and desirable.~~

Public and Private Resource Coordination

~~11.11.3. Cooperate with PenMet Parks, Pierce County, Peninsula School District, and other public and private agencies to avoid duplication, improve facility quality and availability, reduce costs, and represent resident area interests through joint planning and development efforts.~~

Cost/Benefit Assessment

~~11.11.4. Define existing and proposed land and facility levels of service (ELOS/PLOS) that differentiate requirements due to: population growth impacts versus improved facility standards; neighborhood versus community nexus of benefit; city versus the combination of city, county, school, and other provider agency efforts; in order to effectively plan and program park and recreation needs within the existing city and urban growth area boundaries.~~

~~11.11.5. Create effective and efficient methods of acquiring, developing, operating, and maintaining park and recreational facilities in manners that accurately distribute costs and benefits to public and private user interests – including the application of growth impact fees where new developments impact existing level of service (ELOS) standards.~~

OPERATIONAL AND STAFF CONSIDERATIONS

~~GOAL 11.12: DEVELOP, TRAIN, AND SUPPORT A PROFESSIONAL PARKS STAFF THAT EFFECTIVELY SERVES THE COMMUNITY IN THE REALIZATION OF THE ABOVE LISTED GOALS AND POLICIES.~~

~~11.12.1. Continue to train a diverse, well-trained work force that is motivated to achieve department and citywide goals.~~

~~11.12.2. Encourage teamwork through communications, creativity, positive image, risk taking, sharing of resources, and cooperation toward common goals.~~

~~11.12.3. Where appropriate, provide staff with education, training, and modern equipment and supplies to increase personal productivity, efficiency, and pride~~

RECREATIONAL FACILITIES

Goal 11.1: DEVELOP A QUALITY, DIVERSIFIED RECREATIONAL SYSTEM THAT PROVIDES FOR ALL AGE AND INTEREST GROUPS.

11.1.1. Pursue acquisition and development of sites for passive and active, formal and informal recreation opportunities that accommodate activities to appeal to various age groups, recreational interest and those with special needs.

11.1.2. Prioritize facility development based on demonstrated demand, population served, geographic distribution, regional appeal, fiscal opportunity and revenue-generating potential.

11.1.3. Pursue accessible adaptive recreation facilities and services for the growing population with disability or health and mobility challenges.

11.1.4. Cooperate with a wide range of public and private agencies to acquire and preserve additional shoreline access for waterfront fishing, wading, swimming, viewing and other related recreational activities and pursuits recognizing the rights of property owners in the vicinity of such sits.

11.1.5. Develop and/or encourage a mixture of waterfront and watercraft access opportunities including canoe, kayak, sailboard, and other human powered boating activities, especially on Gig Harbor and along the Puget Sound shoreline.

11.1.6. Facilitate development of field and court activities like soccer, football, baseball, basketball, tennis, pickleball and volleyball that provide for the largest number of participation.

OPEN SPACE PRESERVATION AND WILDLIFE RESOURCES

Goal 11.2: **Provide a diversified park system that preserves and enhances significant environmental resources and facilitates the protection of threatened species, preservation habitat, and retention of migration corridors that are unique and important to local wildlife.**

11.2.1. Preserve and protect from development impacts open space and park land areas with significant environmental features such as wetlands, riparian corridors, forests, steep slopes, plant and animal habitats that support threatened or endangered species.

11.2.2. Develop a system of open space corridors along natural riparian and wetlands corridors that link to each other and from the uplands to the shore.

11.2.3. Provide appropriate public access (e.g. trails, viewpoints, and wildlife viewing areas) within open space areas to support passive recreation, and parking, where appropriate and feasible.

11.2.4. Provide environmental education opportunities in open space areas with creative and interactive interpretation strategies, such as hands-on displays, self-guided walks, and other engaging experiences.

11.2.5. Actively work to maintain and improve the condition of City-owned parks, trails and open space areas through invasive species removal, planting of native species and restoration of urban forests, creeks, wetlands, and other habitat areas.

11.2.6. Anticipate global climate change and foster climate-resilient landscapes in parks and open space areas.

11.2.7. Improve tree management policies and practices, including preparation of an Urban forestry Management Plan, in order to promote tree retention, tree succession, and more effective wildfire prevention practices.

11.2.8. Map and evaluate riparian areas within salmon-bearing stream corridors and include as a component of the Land Acquisition Strategy, climate Action & Resiliency Plan, and Open Space Management Plan.

TRAIL & CORIDOR ACCESS SYTEMS

Goal 11.3: **Develop a high quality system of park trails and corridors that provide alternative transportation options and low impact recreational opportunities for residents of all ages and abilities in coordination with the City's Active Transportation Plan.**

Trail Systems

11.3.1. Create a comprehensive system of shared-use, off-road trails using the Cushman Trail as the backbone of the system. Develop trails to provide access to significant environmental features, public facilities, neighborhoods, and business districts to promote physical activity and a health-conscious community.

11.3.2. Leverage available resources from public and private agencies to construct pedestrian facilities that cross SR-16 and other highways to better our trail system.

11.3.3. Connect trails to nearby sidewalk facilities wherever feasible to facilitate the use of the off-street trail systems for non-motorized transportation and recreation. Where sidewalks are an integrated component of a trail system, larger sidewalks may be needed.

11.3.4. Integrate the siting of proposed trail segments into the development review process.

11.3.5. Work with public and private organizations to link and extend Gig Harbor trails to other regional trail facilities.

11.3.6. Support the implementation of pedestrian and bicycle land improvements in the City's Comprehensive Plan.

Trail Development and Amenities

11.3.7. Develop trails consistent with the park development goals and policies that reach a wide variety of users.

11.3.8. Furnish trail systems with appropriate supporting trailhead improvements that may include interpretive and directory signage systems, rest stops, drinking fountains,

City of Gig Harbor Comprehensive Plan – Parks, Recreation and Open Space Element
restrooms, parking and loading areas, water and other services.

11.3.9. Where appropriate, locate trailheads at or in conjunction with park sites, schools, and other community facilities to increase local area access to the trail system and reduce duplication of supporting improvements.

11.3.10. Design and develop trail systems that are easy to maintain and easily accessed by maintenance, security, and other appropriate personnel, equipment and vehicles.

11.3.11. Develop and implement a system of signs (e.g. trailhead, etiquette, directional, mile markers, emergency location marker, etc.) to mark trails and non-motorized routes that coordinates with the City's streetscape and furniture standards in accordance with best practices.

PARK DESIGN STANDARDS

Goal 11.4: Design and develop facilities that are accessible, safe, and easy to maintain while providing a full range of facilities for all age groups both inside the present city limits and in the urban growth area. Parks facilities and equipment should have life cycle features that account for long-term costs and benefits.

11.4.1. Involve residents and stakeholders in park and recreation facility planning, the design of flexible and adaptable spaces, and recreation program development to solicit community input, facilitate project understanding and build public support.

11.4.2. Develop city-owned or maintained park sites, based on master plans, management plans, or other adopted strategies to ensure parks reflect local needs, community input, recreational and conservation goals and available financial resources.

11.4.3. New parks and upgraded/renovated facilities should consider unique design traits that add to Gig Harbor's sense of place while still ensuring quality that limits maintenance and operations costs.

11.4.4. Identify and address recreation and service accessibility barriers (socio-economic, language, physical, mental health, geographic, transportation). Seek to reduce access barriers and expand including opportunities. Implement diversity, equity and inclusion policies and a priority matrix to guide the allocation of resources to address known service gaps over time.

11.4.5. Provide playgrounds with a community draw, offering unique opportunities for all city residents, and ideally within a multi-use, multi-generational setting as done at KLM Veterans Memorial Park.

11.4.6. Continue to engage, coordinate and partner with user groups of specialized facilities, such as sport fields, off-leash areas, disc golf course, skatepark, BMX/pump track, community gardens, etc.

11.4.7. Provide maps at the City's larger parks and online that identify park and trail opportunities in the vicinity of the park.

11.4.8. Standardize the use of graphics and signage to establish a consistent identity at all parks and facilities.

11.4.9. Standardize park furniture (trash cans, tables, benches, fencing) to reduce inventory costs and improve appearance of, and maintenance consistency within, parks.

Accessibility

11.4.10. Design and maintain parks and facilities to offer universal accessibility for residents of all physical capabilities, skill levels, and ages as appropriate and in compliance with the Americans with Disabilities Act (ADA) Standards for Accessible Design.

11.4.11. Seek opportunities to eliminate barriers at existing facilities and address goals identified in the ongoing city-wide ADA assessment to guide priorities to retrofit existing sites.

Maintenance

11.4.12. Design and develop facilities that are of low maintenance design to reduce overall facility maintenance and operation costs, while providing for adequate facilities, amenities and attractive landscaping.

11.4.13. Incorporate sustainable development and low impact design practices into the design, planning, and rehabilitation of new and existing facilities; consider the use of native vegetation for landscaping in parks to conserve the integrity of native wildlife habitat and limit maintenance requirements.

Security and Safety

11.4.14. Maintain parks, trails and open space according to best practices that protect public property, preserve its value, and ensure its intended function or use, life expectancy, safety, security and appearance.

11.4.15. As appropriate, implement adopt-a-park programs, neighborhood park watches, police patrols, and other programs that will increase safety, security, awareness and visibility.

URBAN GROWTH PRESERVES & SET-ASIDES

GOAL 11.5: Coordinate with other public and private agencies, and with private landowners, to set aside land and resources necessary to provide high-quality, convenient park and recreation facilities before the most suitable sites are lost to development.

- 11.5.1. Prior to annexation of urban growth areas, review park, recreation and open space needs to determine potential impacts to adopted levels of service.
- 11.5.2. Identify and set-aside lands needed to meet long-term demand for parks, recreation, and open space in developing areas such as wooded, undeveloped, and critical lands.
- 11.5.3. Coordinate on a regular basis with Pierce County, PenMet Parks, and the Peninsula School District regarding the planning, acquisition, design and operation of recreational resources in the UGA and unincorporated service areas.

RECREATION PROGRAMS & EVENTS

GOAL 11.6: Coordinate with and encourage the efforts of other agencies and non-profit recreational providers to assure that the recreational needs of the Gig Harbor residents are met.

- 11.6.1. Leverage City resources by maintaining partnerships with public and private agencies to deliver recreation services and secure access to existing facilities for community recreation.
- 11.6.2. Look for opportunities to partner with other organizations to provide support for indoor recreational facilities.
- 11.6.3. Endorse the efforts of local non-profit organizations to provide soccer, baseball, softball, basketball, volleyball, tennis, pickleball, and other instruction and participatory programs for all age, skill level, and income groups in the community.
- 11.6.4. Coordinate with public, private, and non-profit providers, such as organized sports leagues, to plan for projects to expand facilities for athletic fields.
- 11.6.5. Ensure the City can adequately manage the calendar of special events throughout the year, investing in relationships and presenters of recreational offerings and high-quality special events.
- 11.6.6. If the city decides to offer more events, or grow existing events, it should obtain sponsorships to offset costs and develop a series of seasonal activities.

HISTORIC RESOURCES

Goal 11.7: Develop a high quality, diversified park system that preserves significant historic opportunity areas and features.

11.7.1. Identify, enhance and incorporate Gig Harbor's heritage, indigenous history and cultural features into the park system to preserve these interests and provide a balanced social experience.

11.7.2. Identify parks, structures and spaces eligible for historic place designation to ensure they are preserved for the future and plan for the long-term preservation and maintenance of designated structures in City ownership.

11.7.3. Assist historical and cultural societies to develop and display artifacts, reports, and exhibits and conduct lectures, classes, and other programs that document and develop awareness of Gig Harbor's heritage.

11.7.4. Encourage the Harbor History Museum, Gig Harbor BoatShop, Gig Harbor Fishermen's Civic Club and others to make cultural programs and activities more accessible to the public.

11.7.5. Encourage the owners of historic sites and structures to provide increased public access.

11.7.6. Consider adopting incentives for properties listed on the City's Historic Register to encourage retention of and remove obstacles to maintaining such structures as properties are re-developed, including adaptive re-use provisions.

CULTURAL ART PROGRAMS & RESOURCES

Goal 11.8: Encourage fine and performing arts partnerships and programs that reflect the community's vision and culture.

11.8.1. Coordinate with and support the goals and initiatives of the Gig Harbor City Arts Commission, including the implementation of the goals noted in the Arts & Culture Element of the Comprehensive Plan.

11.8.2. Reflect the City's identity by incorporating art, history and culture into the park and recreation system, and identify appropriate locations within City parks and public spaces for the installation of public art, interpretive signs, or cultural displays.

- 11.8.3.** Acquire and use public art or create visible landmarks and artistic points of reference to reinforce Gig Harbor's identity, unique culture and character in City parks, recreation and open spaces.

ADMINISTRATION & COORDINATION

- Goal 11.9:** **Create effective and efficient methods of acquiring, developing, operating, and maintaining facilities and programs that accurately distribute costs and benefits to the general public and private development.**

- 11.9.1.** Provide sufficient financial and staff resources to maintain the overall parks and recreation system to high standards.

- 11.9.2.** Investigate available methods, such as park impact fees, land set-aside or fee in-lieu donation ordinances, and interlocal agreements, for the financing of facility development, maintenance, and operating needs in order to reduce costs, retain financial flexibility, match user benefits and interests, and increase facility services.

- 11.9.3.** Pursue traditional and alternative funding sources for parks, facilities and programs to include private donations, partnerships, sponsorships, state and federal grant sources, dedicated local taxes and local bonds or levies.

- 11.9.4.** Proactively apply for recreational system grants individually and with partner agencies.

- 11.9.5.** Consider joint ventures with other public agencies, such as PenMet Parks, Pierce County, Peninsula School District, regional, state, and federal agencies, local tribes, and private agencies including for-profit concessionaries, where feasible and desirable.

- 11.9.6.** Review and update Park Impact Fee rates and methodologies immediately following each update to the PROS Plan and use impact fees to accommodate growth through the expansion of the parks system.

- 11.9.7.** Periodically monitor and review level of service metrics to inform revisions to capital project priorities.

- 11.9.8.** Prepare an internal policy to outline and define naming conventions, to include on-going evaluation of City park and public facility names.

- 11.9.9.** Periodically review and update GIS data to ensure park names, classifications, acreages, and ownership are correctly identified for city parks, open space and trails.

PARKS, RECREATION & OPEN SPACE FACILITIES

Existing Facilities

~~The City of Gig Harbor owns 36 park properties ranging in size from 0.06 of an acre to 30 acres. Included in that total are four designated trails that range from 0.2 of a mile to 6 miles in length. Park profiles on each city park facility are included in the 2016 Park Recreation and Open Space Plan as Appendix A to that plan.~~

The City of Gig Harbor directly provides 157 acres of public parkland and recreation facilities and 10.15 miles of recreational trails, distributed among 28 parks, natural areas and special use areas. Park profiles on each city park facility are included in the 2022 Parks, Recreation and Open Space Plan (2022 PROS Plan) which has been incorporated into Chapter 11 (Parks, Recreation and Open Space Element) of the Comprehensive Plan.

~~The Gig Harbor classification system includes: eight park categories: neighborhood parks, waterfront parks, natural parks and trails. Open spaces are designated as either natural areas or undeveloped sites. open space properties, undeveloped parks lands or other properties. Table 13.3 documents the City's existing park facilities.~~

~~**Neighborhood Parks** are developed for both passive and active recreation, and are accessible by walking, biking, or driving. They have support facilities such as restrooms and parking. These parks may typically include athletic fields, sports courts, trails, playgrounds, open space and picnicking facilities.~~

Provide recreation opportunities for people living within approximately one-half mile of the park. Neighborhood parks are large enough to include both passive and active facilities (including sport fields and courts), but they are small enough to be placed in neighborhoods where they serve the needs of residents in a local setting. Neighborhood parks are typically 5 to 10 acres in size but should be at least 3 acres.

Because they are usually located in neighborhoods, neighborhood parks are designed and operated to minimize noise, traffic, light and other "spill-over" impacts. They are designed primarily for non-supervised, non-organized recreation activities. Neighborhood parks should be located and designed based on the scale and type of surrounding area.

Community Parks are larger parks, typically between 15 and 30 acres, that provide a wide variety of recreation opportunities that appeal to the entire community. Typically these sites are designed for active recreation, supported by facilities such as sport fields, outdoor courts, skate parks and recreation centers. Community parks can accommodate large numbers of people and offer a wider variety of facilities than neighborhood parks, such as disc golf, volleyball, tennis courts, dog parks and group picnic areas. These parks also may serve as destination for access to water and large community events, and they may include significant natural areas and trails. For this reason, community parks require more support facilities, such as off-street parking and restrooms. Community parks can also serve as local neighborhood parks for their immediate areas, and they may be connected to schools

or other community facilities.

Waterfront Parks ~~are located on the shoreline and generally provide a mix of water-related uses and forms of access to the shoreline. sites that provide access to water and are intended to serve residents and visitors. These sites provide scenic views of freshwater and marine waterfront areas, as well as public access for shoreline walking and boating. In Gig Harbor, the waterfront parks~~ These parks typically include historic structures or uses that are planned for preservation in keeping the City's maritime heritage. The City actively works to balance uses within these parks to provide a mix of recreation opportunities, historic preservation, and community gathering spaces. Some of these parks are very small (2,500 s.f. to 1 acre) and are therefore also considered mini parks.

Natural Parks ~~preserve critical areas, urban forests and historic sites for future generations and include low impact recreational uses. Such sites are often developed with ancillary uses that are compatible with or support the primary preservation of the sites key features, such as the garden program at Wilkinson Farm Park or the hatchery program located at Donkey Park.~~

Mini Parks serve to address limited, isolated or unique recreational needs and generally range from 2,500 square feet to one acre in size and optimally located within ¼-mile of a residential setting.

Special Use Facilities include single-purpose recreational areas designed to support a specific, specialized use. Special use facilities include sport complexes, community centers and/or historic areas. Because special use areas vary widely in function, there are no minimum sizes. Support facilities such as parking and restrooms are often included.

Undeveloped Park Lands ~~are properties acquired or owned by the City for park purposes, which have not yet been developed. These properties are anticipated to be developed into parks in the future and will be moved to the appropriate classification as they are developed.~~

Open Space Properties ~~are natural lands set aside for preservation of significant natural resource, open space or buffering. These lands are typically characterized by critical areas such as wetlands, slopes, and shorelines; significant natural vegetation, shorelines, or other environmentally sensitive areas. This classification is used for preserved lands which are not currently planned for development into parks due to physical constraints or other limitations.~~

Other Properties ~~include lands which do not presently provide park, recreation or open space amenities but are in City ownership and possible could be redeveloped for such uses in the future. These sites are not presently planned for redevelopment.~~

Natural Areas conserve critical areas, urban forests and historic sites for future generations with passive recreation use as a secondary objective, such as trails. Such sites are often developed with ancillary uses that are compatible with or support the primary conservation function, such as the garden program at Wilkinson Farm Park or the hatchery program at Donkey Creek Park.

Trails include both linear trails (measured in miles) and trail support facilities (measured in acres). Trails are generally off-street transportation and recreation options either paved or unpaved that connect two points and are often located in utility corridors or undeveloped road right-of-way. ~~While many of the City's parks provide access trails that loops through a park site, trails are linear in nature.~~ The City has also designated one on-street trail, Harborview Trail, due to the importance of this corridor for recreational use and as a connector between waterfront parks. The Cushman Trail is Gig Harbor's longest trail and forms the backbone of the regional non-motorized transportation system for the Gig Harbor Peninsula.

Undeveloped Sites are properties acquired or owned by the City for park purposes, which have not yet been developed. These properties are anticipated to be developed into parks in the future.

It should be noted that this inventory includes only City of Gig Harbor parks and open spaces; the Gig Harbor Peninsula is served by a variety of park and recreation service providers and a detailed inventory of all public facilities on the Peninsula is not included in this plan. Information taken from the County's geographic information system indicated more than 900 acres of park, recreation and open space lands exist in public ownership on the Gig Harbor Peninsula.

Table 13.3. Existing Park Facilities

Name of Facility		Location	Size	Park Classification
Parks	City Park at Crescent Creek	3303 Vernhardson Street 9702 Crescent Valley Drive NW	10.87	Neighborhood
	Kenneth Leo Marvin Veterans Memorial	3580 50th Street	5.57	Neighborhood
	Civic Center (includes Greens and Skate Park)	3510 Grandview Street	6.55	Neighborhood
	Shaw Park	4404 Borgen Boulevard	1	Neighborhood
	Total Neighborhood Parks 23.99			
	Ancich Waterfront Park	3525 Harborview Drive	.79	Waterfront
	Austin Estuary*	4009 Harborview Drive	1.38	Waterfront
	Bogue Viewing Platform	8803 North Harborview Drive	0.10	Waterfront
	Eddon Boat Park	3805 Harborview Drive	2.89	Waterfront
	Jerisich Dock	3211 Harborview Drive	0.56	Waterfront
	Maritime Pier	3303 Harborview Drive	0.72	Waterfront
	Old Ferry Landing (Harborview Street End)	2700 Harborview Drive	0.17	Waterfront
	Skansie Brothers Park	3207 Harborview Drive	2.59	Waterfront
	Total Waterfront Parks 9.20			
	Adam Tallman Park	6626 Wagner Way	11.84	Natural

Donkey Creek Park	8714 North Harborview Drive	1.30	Natural
Grandview Forest Park	3488 Grandview Street	8.58	Natural
Wilkinson Farm Park	4118 Rosedale Street NW	17.74	Natural
Total Natural Parks 39.46			
Cushman Trail		6 miles	Trail
Trailhead at Borgen Blvd	5280 Borgen Blvd	0.18 acres	Trail
Trailhead at Grandview	3908 Grandview	0.45 acres	Trail
Trailhead at Hollycroft	2626 Hollycroft Street	0.60 acres	Trail
Finholm View Climb	8826 North Harborview Drive (bottom) 8917 Franklin Avenue (top)	0.05 miles 0.32 acres	Trail
Harborview Trail	Harborview and North Harborview Streets	2 miles	Trail
Stanich Trail	Undeveloped portion of Erickson Street	0.2 miles	Trail
Total Trails (by area) 1.55			
Total Trails (by length) 8.25			
Total Parks 82.45			
BB-16 Mitigation bonus	WEST Burnham interchange	0.45	Undeveloped

City of Gig Harbor Comprehensive Plan – Capital Facilities Element

Harbor Hill Park	10310 Harbor Hill Drive	28.66	Undeveloped
Lighthouse	1.21	1.21	Undeveloped
Museum (Donkey Creek)	Harbor History Museum	0.43	Undeveloped
Old Burnham Properties	11722 Burnham Drive	20.3	Undeveloped
Rushmore Park (outside City Limits)	In Plat of Rushmore	1.07	Undeveloped
Wheeler Street End	Wheeler Ave at Gig Harbor	0.08	Undeveloped
Woodworth/Ringold Water Tank Site	3800 Block Ringold St	0.06	Undeveloped
WWTP Park/Open Space	4212 Harborview Drive	5.82	Undeveloped
Total Undeveloped Park Lands			
Austin Estuary Tidelands	4009 Harborview Drive	7.07	Open
BB-16 Wetland Mitigation	SE corner of Burnham and	10.49	Open
Harbor Hill Open Space	Gig Harbor North Area	8.09	Open
Old Ferry Landing	South of Old Ferry Landing	0.14	Open
Total Open Space 25.79			
Bogue Visitors Center	3125 Judson Street	0.15	Other
Total Other Uses 0.15			
Total Other Properties			84.02

* Austin Estuary tidelands are included under openspace

TOTAL PARK RECREATION AND OPEN SPACE LANDS 166.47

PARK & OPEN SPACE INVENTORY

The park and open space inventory identifies the recreational assets within Gig Harbor. The City directly provides 157 acres of public parkland and recreation facilities and 10.15 miles of recreational trails distributed among 28 parks, natural areas and special use areas.

Table 13.3. Existing Park Facilities

<u>Park Name</u>	<u>Current Classification</u>	<u>Proposed Classification</u>	<u>Acreage</u>
<u>Ancich Waterfront Park</u>	<u>Special Use Waterfront</u>	<u>Waterfront Park</u>	<u>0.78</u>
<u>Austin Park</u>	<u>Special Use Waterfront</u>	<u>Waterfront Park</u>	<u>1.38</u>
<u>Bogue Viewing Platform</u>	<u>Special Use Waterfront</u>	<u>Waterfront Mini-Park</u>	<u>0.15</u>
<u>Civic Center Green (incl. Skate</u>	<u>Neighborhood Park</u>	<u>Community Park</u>	<u>6.55</u>
<u>Crescent Creek Park (incl BMX & volleyball courts)</u>	<u>Neighborhood Park</u>	<u>Community Park</u>	<u>10.89</u>
<u>Eddon Boat Park</u>	<u>Special Use Waterfront</u>	<u>Waterfront Park</u>	<u>3.88</u>
<u>Gig Harbor Sand Spit</u>	<u>Special Use Waterfront Mini-Park</u>	<u>Waterfront Mini-Park</u>	<u>1.21</u>
<u>Gig Harbor Sports Complex</u>	<u>Undeveloped</u>	<u>Community Park</u>	<u>22.14</u>
<u>Jerisich Dock (at Skansie Brothers Park)</u>	<u>Special Use Waterfront Mini-Park</u>	<u>Waterfront Mini-Park</u>	<u>0.56</u>
<u>Kenneth Leo Marvin (KLM) Veterans Memorial</u>	<u>Neighborhood Park</u>	<u>Neighborhood Park</u>	<u>5.58</u>
<u>Maritime Pier</u>	<u>Special Use Waterfront Mini-Park</u>	<u>Waterfront Mini-Park</u>	<u>0.72</u>
<u>Old Burnham Properties</u>	<u>Undeveloped</u>	<u>TBD (counted as Natural Area)</u>	<u>20.31</u>
<u>Old Ferry Landing Park</u>	<u>Special Use Waterfront Mini-Park</u>	<u>Waterfront Mini-Park</u>	<u>0.31</u>
<u>Peninsula Light Fields</u>	<u>Special Use Miscellaneous</u>	<u>Special Use Facility</u>	<u>9.11</u>
<u>Shaw Park</u>	<u>Neighborhood Park</u>	<u>Neighborhood Park</u>	<u>1.76</u>
<u>Skansie Brothers Park</u>	<u>Special Use Waterfront</u>	<u>Waterfront Park</u>	<u>2.59</u>
<u>Subtotal Parks</u>			<u>87.92</u>
<u>Adam Tallman Park</u>	<u>Natural Area</u>	<u>Natural Area</u>	<u>11.84</u>
<u>Austin Park - Tidelands: tx^waalqəł Estuary</u>	<u>Natural Area</u>		<u>7.07</u>
<u>Donkey Creek Park</u>	<u>Natural Area</u>	<u>Natural Area</u>	<u>1.04</u>
<u>Grandview Forest Park</u>	<u>Natural Area</u>	<u>Natural Area</u>	<u>8.58</u>

City of Gig Harbor Comprehensive Plan – Capital Facilities Element

<u>Harbor Hill Open Space (south of Shaw Park)</u>	<u>Natural Area</u>	<u>Natural Area</u>	<u>20.14</u>
<u>Soundview Forest</u>	<u>Natural Area</u>	<u>Natural Area</u>	<u>1.54</u>
<u>Wilkinson Farm Park</u>	<u>Natural Area</u>	<u>Natural Area</u>	<u>17.74</u>
<u>Cushman Trailhead - 96th Street</u>	<u>Trail</u>	<u>Trail</u>	<u>0.28</u>
<u>Cushman Trailhead - Borgen</u>	<u>Trail</u>	<u>Trail</u>	<u>0.18</u>
<u>Cushman Trailhead - Grandview</u>	<u>Trail</u>	<u>Trail</u>	<u>0.45</u>
<u>Cushman Trailhead - Hollycroft</u>	<u>Trail</u>	<u>Trail</u>	<u>0.60</u>
<u>Finhholm View Climb</u>	<u>Trail</u>	<u>Trail</u>	<u>0.35</u>
		<u>Subtotal Natural</u>	<u>69.81</u>
TOTAL ACREAGE			157.74

Level of Service

The City established levels of service for the park system in the 2016 Park, Recreation and Open Space Plan (2016 Park Plan) to maintain and improve upon existing levels of service (ELOS). Planned levels of service (PLOS) were established for each category of park, and for the system as a whole to assure a variety of recreation opportunities will be available as the City grows. The level of service standards adopted by the City for the park system are expressed as the number of acres (or miles) per 1000 residents for a particular classification of park. Table 13.4 documents existing levels of service (ELOS) and proposed levels of service (PLOS).

Forecast of Future Needs

The Park Plan utilized levels of service based on the total City population and considered both current and projected levels of service based on anticipated population growth. The population projects, used in this section, reflects the City's most recent population allocation of 10,500 residents in the year 2030. This population projection reflects the slowdown in growth that has occurred since 2008 and reflects a change in regional population allocations designed to locate future housing near employment centers. The 2030 population allocation in combination with the PLOS allows the City to calculate the amount of park land needed to achieve the planned service levels.

Table 13.4 Existing and Proposed Level of Service Standards

Park Type	Existing-Acres	2010 Existing Level of	2030 Planned Level of	2030 Additional Area Needed
Neighborhood Parks	23.99	2.91	5.00	28.51
Waterfront Parks	9.20	1.02	1.00	1.30
Natural Parks	39.46	5.25	5.25	15.66
—Total Parks	72.65	9.36	11.2	45.48
Trails (in miles)	8.25	0.83	1.17	4.04

1 — The total parks area in table 13.3 includes acreage for trailheads which is not represented on table 13.4.

2 — The planned Level of Service is based upon 2030 population allocations and is based on acre/per 1,000 residents.

Future needs for park, recreation and open spaces are also tied to achieving the expressed desires of this community. In the 2016 Park Plan update process several key themes emerged which guided the creation of the acquisition and development plan. Key themes included trail development, expanding partnerships to leverage City funds, pursuing the acquisition of additional land in developing areas, and improving public access to natural features.

To meet the future demand the City plans for park improvements include both land acquisitions and development projects within existing parks or undeveloped lands. Specific facility improvements required to accommodate the upcoming six-year planning period are listed in the 2016 Parks Plan.

Level of Service Assessment

Service standards are adopted guidelines or benchmarks the City strives to maintain within the park system and represents a snapshot in time of how well the City is meeting the adopted standards. In past PROS Plans, the City of Gig Harbor used acreage per capita and park distribution to define its standards and measure its level of service for parks and natural areas. While acreage standards have been a long-standing traditional measure of park provisions current trends utilize a broader and more customized analysis of how well parks are benefitting their service area and where improvements should be focused. The 2022 PROS Plan continues the existing service standard for neighborhood parks, combining acreages with community parks while numeric standards have been eliminated for natural areas and special use facilities.

The current (2021) park system inventory and current population were applied to the existing standards (see Table 13.4). Today, the City is doing well in providing parks and natural areas at levels close to or exceeding existing, adopted standards. A small deficit 4.1 acres for neighborhood parks exists. Also an existing deficit of 3.9 miles of trails exists based on the mileage per population standard.

Table 13.4 Levels of Service and Measure of Needs Based on 2018 Comprehensive Plan Standards

<u>Park Type</u>	<u>Current</u>	<u>2018 Standards</u>	<u>Current LOS</u>	<u>Attainment to</u>	<u>2021 Surplus/(deficit)</u>
<u>Neighborhood</u>	<u>7.3 acres</u>	<u>5.0</u>	<u>4.7</u>	<u>93.2%</u>	<u>(4.1) acres</u>
<u>Community Park</u>	<u>48.7 acres</u>	<u>acres/1,000</u>	<u>acres/1,000</u>		
<u>Special Use</u>	<u>11.6 acres</u>	<u>1.0 acre/1,000</u>	<u>1.0</u>	<u>96.3%</u>	<u>(0.4) acres</u>
<u>Waterfront</u>			<u>acres/1,000</u>		
<u>Natural Areas</u>	<u>88.3 acres</u>	<u>5.25</u>	<u>7.3</u>	<u>139.8%</u>	<u>25.1 acres</u>
		<u>acres/1,000</u>	<u>acres/1,000</u>		
<u>Parks & Open Space Totals</u>	<u>155.9 acres</u>	<u>11.25</u>	<u>13.0</u>	<u>115.2%</u>	<u>20.5 acres</u>
		<u>acres/1,000</u>	<u>acres/1,000</u>		
<u>Trails</u>	<u>10.2 miles</u>	<u>1.17</u>	<u>0.8</u>	<u>72.1%</u>	<u>(3.9 miles)</u>
		<u>miles/1,000</u>	<u>miles/1,000</u>		

To obtain a more robust level of service assessment, the 2022 PROS Plan used data provided by the National Recreation and Park Association (NRPA) as well as the Washington Recreation and Conservation Office (RCO), which incorporate factors such as the quality of the facilities and their distribution. A description of the alternate methods of measuring level of service can be found in the 2022 PROS Plan as well as a recommendation for revising the metrics moving forward.

Future Needs

Planning for future facilities to meet local needs should focus in the gap areas where park facilities are lacking. A complete gap analysis is included in the 2022 PROS Plan for each category of park land as well as specific facility improvements required to accommodate the upcoming six-year period.

Park, Recreation & Open Space Projects

Project	Project	Projected Year	Estimated	Plan	Primary Funding
1	Eddon Boat Shop-Marine Railways	2012-2016	\$150,000	6 year	Local, Grant
2	Boys and Girls-Club/Senior Center	2010-2011	\$1,000,000	6 year	Local-(\$250,000),-Federal HUD-
3	Eddon Boat Park-Development	2011-2014	\$300,000	6 year	RCO Grants,-Local
4	Gig Harbor North Park-(Harbor Hill Park)	2012-2018	\$5,000,000	6 year	Developer-Mitigation,-Grants
5	Gig Harbor North Trail-System	2010-2016	\$1,500,000	6 year	Local,-Developer-Mitigation,-
6	Wilkinson Farm Barn-Restoration	2012-2018	\$250,000	6 year	Heritage Barn-Grant, Local-Match
7	PROS Plan Update	2015-2016	\$150,000		Local
8	Cushman Trail Phase 5	2015-2021	\$3,500,000		Local, Grant
9	Jerisich Dock Float-Extension	2012-2018	\$900,000	6 year	Fees,-Grants,-Donation
10	<i>Jerisich / Skansie Park Improvements</i>	2010-2016	\$150,000	6 year	Local,-Donations/Volunteer
11	<i>Seasonal Floats at Jerisich Dock</i>	2012-2018	\$200,000	6 year	Local, RCO Grant

12	Maritime Pier Development	2010-2016	\$2,500,000	6 year	Local, Grants, Fees
13	Develop Plan for Wilkinson Farm Park	2010-2011	\$25,000	6 year	Grants, Local, Fundraisin
14	Twawelkax Trail	2010-2016	\$400,000	6 year	Local, Volunteers
15	Veterans Memorial Trail	2012-2018	\$125,000	6 year	Local
16	Wilkinson Farm Park Development	2012-2018	\$900,000	6 year	RCO Grant, Preservation Grants, Local Match
17	Crescent Creek Park Master Plan	2015-2018	\$80,000	6 year	Grants, Local, Fundraising
18	Harborview Waterfront Trail / Pioneer Way Streetscape	2010-2016	\$500,000	6 year	Grants, Local, Fundraising
19	Kenneth Leo Marvin Veterans Memorial Park Phase 2	2010-2016	\$250,000	6 year	RCO Grant, Local
20	Donkey Creek Corridor Conservation	2014-2020	\$1,500,000	6-year plan	County Conservation Futures
21	Critical Area Enhancement	2012-2018	\$100,000	6 year	Local, Volunteers, Grants
22	Wheeler Pocket Park	2012-2018	\$70,000	6 year	Local
23	Ancich Waterfront Park	2013-2019	\$5,000,000	6 year	Local, Grants
	Park Total		\$24,550,000		

NOTE – CAPITAL IMPROVEMENT PLAN FOR PARK AND REC WILL BE COMPLETED THROUGH 2019 BUDGET PROCESS IN COORDINATION WITH AN IMPACT FEE UPDATE.

EXHIBIT B

Chapter 5 ENVIRONMENT ELEMENT

Introduction

The Growth Management Act states that counties and cities which are required to plan under GMA must adopt policies and regulations to address the management of resource lands and critical areas, with special consideration to conservation or protection measures necessary to preserve or enhance anadromous fisheries. GMA requires the use of Best Available Science in protecting the functions and values of critical areas, while the Shoreline Management Act (SMA) requires the use of the most current, accurate and complete scientific and technical information available.

GOAL 5.1: RESPECT THE NATURAL ENVIRONMENT

Maintain a harmonious relationship between the natural environment and proposed future urban development. Develop, implement and enforce exacting performance and development standards governing possible developments within land or soil areas which are subject to moderate and severe hazards.

5.1.1. Tributary drainage

Protect perennial streams, ponds, springs, marshes, swamps, wet spots, bogs and other surface tributary collection areas from land use developments or alterations which would tend to alter natural drainage capabilities, contaminate surface water run-off or spoil the natural setting.

5.1.2. Stream and drainage corridors

Enforce buffer zones along the banks of perennial streams, creeks and other tributary drainage systems to allow for the free flow of storm run-off and to protect run-off water quality.

5.1.3. Floodplains

Protect alluvial soils, tidal pools, retention ponds and other floodplains or flooded areas from land use developments which would alter the pattern or capacity of the floodway, or which would interfere with the natural drainage process.

5.1.4. Dams and beaches

Enforce control zones and exacting performance standards governing land use developments around retention pond dams, and along the tidal beaches to protect against possible damage due to dam breaches, severe storms and other natural hazards or failures.

5.1.5. Impermeable soils

Protect soils with extremely poor permeability from land use developments which could contaminate surface water run-off, contaminate ground water supplies, erode or silt natural drainage channels, overflow natural drainage systems and otherwise increase natural hazards.

5.1.6. Septic System use

Enforce exacting performance governing land use developments on soils which have fair to poor permeability, particularly the possible use of septic sewage drainage fields or similar leaching systems. In areas which are prone to septic field failure, work with the Tacoma-Pierce County Health district to encourage the use of City sewer, as available and where appropriate.

5.1.7. High water table

Protect soils with high water tables from land use developments which create high surface water run-off with possible oil, grease, fertilizer or other contaminants which could be absorbed into the ground water system.

5.1.8. Noncompressive soils

Protect soils with very poor compressive strengths, like muck, peat bogs and some clay and silt deposits, from land use developments or improvements which will not be adequately supported by the soil's materials.

5.1.9. Bedrock escarpments

Enforce exacting performance standards governing land use developments on lands containing shallow depths to bedrock or bedrock escarpments, particularly where combined with slopes which are susceptible to landslide hazards.

5.1.10. Landslide

Protect soils in steep slopes which are composed of poor compressive materials, or have shallow depths to bedrock, or have impermeable subsurface deposits or which contain other characteristic combinations which are susceptible to landslide or land slumps.

5.1.11. Erosion

Enforce exacting performance standards governing possible land use development on soils which have moderate to steep slopes which are composed of soils, ground covers, surface drainage features or other characteristics which are susceptible to high erosion risks.

5.1.12. Wetlands

Preserve, protect, and/or restore wetlands associated with the city's shorelines to achieve no net loss of wetland area and wetland functions.

5.1.13. Fish and wildlife habitat conservation areas

Protect, maintain and enhance fish and wildlife conservation areas within their natural geographic distribution so as to avoid the creation of subpopulations.

5.1.14. Functions of shoreline vegetation

Conserve or restore shoreline vegetation where new development and/or uses are proposed in order to maintain shoreline ecological functions and processes provided by native vegetation.

GOAL 5.2: CONSERVE NATURAL RESOURCES AND ACTIVITIES

Conserve and protect natural areas within the environment to provide a continuing place for wildlife which are representative of the area's ecological heritage. Protect harbor, agricultural and timber production activities which produce a valued natural and economic product, and which reflect the area's historical origins. Enforce exacting performance standards governing possible land use developments on lands or sites which may be planned to include wildlife.

5.2.1. Harbor resources

Protect the harbor and related waterfront lands, improvements and features which support the moorage, processing, repair or other use related to commercial fishing activities. Enforce exacting performance standards governing possible land use development of, or adjacent, existing commercial and recreational boat marinas and docks. Promote use of mixed use developments, buffer zone setbacks, common shoreline or dock improvements and other innovative concepts which conserve, allow or increase the possible retention of valuable fishing and recreational boating activities within the harbor and urban waterfronts.

5.2.2. Agricultural resources

Although agricultural lands of long-term commercial significance have not been identified within the City's urban growth area, those rural lands outside of the UGA should not be considered for inclusion into the 20-urban growth area. Those rural lands in the Crescent Valley area should not be considered for any urban services until the year 2010.

5.2.3. Timber resources

Forest lands of long-term commercial significance have not been identified within the City's urban growth area. Those lands within the urban growth area which contain commercially valuable timber are considered suitable for conversion to non-forestry uses, consistent with the goals of this Plan and the State Forest Practices Act.

5.2.4. Mineral Resources

Several mineral extraction operations exist within the City's urban growth area. These sites are identified with a Mineral Resource Overlay in the Gig Harbor Peninsula Community Plan.

Although often incompatible with urban land use, the City should continue to recognize the activity on these limited sites as providing a public benefit and allow their continued operation. Classification as a mineral resource use of long term significance should be distinguished by possession of a valid Washington State Department of Natural Resources Surface Mining Permit and a valid County or City land use permit. Once mining ceases on a site, land use should be consistent with the underlying Comprehensive Plan designation.

5.2.5. Open space wildlife habitat

Enforce exacting standards governing possible land use development of existing, natural open space areas which contain prime wildlife habitat characteristics. Promote use of clustered development patterns, common area conservancies and other innovative concepts which conserve or allow, the possible coexistence of natural, open space areas within or adjacent to the developing urban area. Incorporate or implement the standards adopted in the Washington State Administrative Guidelines for the identification and protection of critical wildlife habitat, as appropriate.

5.2.6. Wetland wildlife habitat

Protect lands, soils or other wetland areas which have prime wildlife habitat characteristics. Promote use of site retention ponds, natural drainage methods and other site improvements which conserve or increase wetland habitats. Incorporate or implement the standards adopted in the Washington State Administrative Guidelines for the identification and protection of critical wildlife habitat, as appropriate.

5.2.7. Woodland wildlife habitat

Protect lands, soils or other wooded areas which have prime woodland habitat characteristics. Promote use of buffer zones, common areas, trails and paths, and other innovative concepts which conserve or increase woodland habitats. Incorporate or implement the standards adopted in the Washington State Administrative Guidelines for the identification and protection of critical wildlife habitat, as appropriate.

GOAL 5.3: LAND MANAGEMENT POLICIES

Allocate and manage the land's environmental capabilities and suitabilities in the most reasonable and effective manner. Allow innovation and flexibility, yet ensure the environment is not degraded or that urban uses do not create public hazards or nuisances.

5.3.1. Best to least allocation policies

As much as possible, allocate high density urban development onto lands which are optimally suitable and capable of supporting urban uses, and/or which pose fewest environmental risks. To the extent necessary, allocate urban uses away from lands or soils which have severe environmental hazards.

5.3.2. Performance criteria

As much as practical, incorporate environmental concerns into performance standards rather than outright restrictions. Use review processes which establish minimum performance criteria which land-owners and developers must satisfy in order to obtain project approvals. As much as possible, allow for innovation and more detailed investigations, provided the end result will not risk environmental hazards or otherwise create public problems or nuisances.

5.3.3. Best Available Science

Ensure that land use and development decisions are consistent with Best Available Science practices to avoid contamination or degradation of wetland, stream, shoreline,

and other aquatic habitats. Special attention should be placed on anadromous fisheries.

GOAL 5.4: URBAN LAND USE OPERATING STANDARDS

Establish minimum acceptable performance standards governing noise, air, light, glare and other operating characteristics or permitted urban uses which affect the quality of the manmade environment.

5.4.1. Noise - development characteristics

Monitor the master planning process of the Tacoma Narrows Airport to ensure ultimate developments do not have adverse noise impacts on residential areas within Gig Harbor's planning area. Promote use of materials with extra acoustical properties in building developments, landscape and earth berm buffers in site improvements, and other innovations which will reduce noise impacts on residential developments, particularly along major highways like State Route 16 and about airport approach areas.

5.4.2. Noise - operating characteristics

Protect urban residential areas from obnoxious or distracting noises, particularly during evening hours, and especially of a kind created by controllable activities. Enforce exacting performance standards governing possible land use developments which create noise levels that may exceed acceptable community defined levels.

5.4.3. Groundwater

Prevent groundwater contamination risks due to failed septic systems. To the extent practical, cooperate with County agencies to create and implement plans which will provide suitable solutions for subdivisions with failed septic systems, and which will prevent future developments in high risk areas. Adopt specific performance standards for the development of land in areas identified as critical aquifer recharge areas.

5.4.4. Stormwater - development standards

Prevent surface water contamination and erosion of natural surface drainage channels due to ill-conceived or poorly designed urban development. Promote the use of storm water retention ponds and holding areas, natural drainage and percolation systems, permeable surface improvements, clustered developments and other concepts which will reduce stormwater volumes and velocities.

5.4.5. Stormwater - operating standards

Coordinate with the appropriate local and state agencies in promoting public education and awareness on the proper use of household fertilizers and pesticides. Develop and implement performance standards regarding the dumping of wastes, trapping of greases and other byproducts which can be carried into the natural drainage system.

5.4.6. Air - operating standards

Enforce exacting performance standards governing the emission of carbons, gases or other particulates into the atmosphere; and the creation of burnt materials, smoke, dust or other polluting byproducts which could degrade air quality.

5.4.7. Environmental Stewardship

Support and allow design, construction of sites and buildings, operational practices for buildings, and land use practices to reduce air pollution and increase the use of renewable energy resources.

GOAL 5.5: DEVELOP AND ADOPT A CLIMATE ACTION PLAN

The City will develop and adopt a climate action plan to include a greenhouse gas emissions inventory, climate change mitigation strategies for buildings, transportation and natural systems (carbon sequestration), strategies for climate change adaptation, community education and outreach through a lens of equity and social justice.

5.5.1.Greenhouse gas

emissions Develop a baseline inventory of greenhouse gas emissions and per capita vehicle miles traveled as a foundational assessment to inform climate action strategies.

5.5.2.Diversified energy sources

Implement energy-efficiency improvements and work to transition from fossil fuel use to renewable energy sources for City assets, including the City fleet. Promote similar actions in the community at large for commercial, multi-family and residential buildings, both new and existing.

5.5.3.Consider climate change in planning

processes Include considerations for climate change in future planning and development processes and coordinate climate change planning with related plans to prepare for impacts that could threaten the safety of humans or property and degrade the natural environment.

5.5.4.Regional collaboration

Collaborate and share information with local, regional, and state organizations and participate in regional efforts to mitigate and adapt to climate change.

*City of Gig
Harbor Stormwater
Management Action Plan*

EXHIBIT C

Stormwater Management Action Plan (DRAFT)

**City of Gig Harbor | March 31, 2023
Stormwater Comprehensive Plan 2018 Update | Appendix F**

TABLE OF CONTENTS

- 1 Introduction
 - 1.1 Background
 - 1.2 SMAP Goals and Objectives
- 2 Receiving Water Assessment
 - 2.1 Study Area
 - 2.2 Basin Delineation
 - 2.3 Assessment of Receiving Waters
- 3 Basin Prioritization
 - 3.1 Prioritization Criteria
- 4 Priority Basin Characterization
 - 4.1 Water Quality and CWA 303(d) List Contaminants
 - 4.2 Fish Passage Barriers
 - 4.3 Land Acquisition
- 5 Stormwater Management Action Plan
 - 5.1 Public Outreach and Education
 - 5.2 Illicit Discharge Detection and Elimination
 - 5.3 Source Control Program for Existing Development
 - 5.4 Operation and Maintenance
- 6 Implementation Plan and Budget
 - 6.1 Financial Plan
 - 6.2 Monitoring and Coordination
 - 6.3 Adaptive Management
- 7 References

Appendix A – Receiving Water Assessment Tables

TABLES

Table 1. Basin Prioritization Summary

Table 2. Watershed Inventory and Summary of Basins and Receiving Waters in Study Area

Table 3. Summary of Data Sets used for Receiving Water Assessment

Table 4. Short Term Action implementation schedule

Table 5. Long Term Action implementation schedule

Table 6. Watershed Inventory and Summary of Basins and Receiving Waters in Study Area

Table 7. Receiving Water Prioritization Summary

Table 8. Jurisdiction, Gig Harbor Bay, and Hard Surface Area

Table 9. Fish Habitat and Water Quality

Table 10. Stormwater Infrastructure

FIGURES

Figure 1. City Location and Regional Context within Pierce County

Figure 2. Stormwater Drainage Basins

Figure 3. Gig Harbor Receiving Waters

Figure 4. Stormwater Basin Percentage within City Limits

Figure 5. High-level overview of basin prioritization

Figure 6. North Creek Basin

Figure 7. Adaptive Management Cycle

ABBREVIATIONS & ACROYNMS

BMP	Best management practice
B-IBI	Benthic Index of Biotic Integrity
CIP	Capital Improvement Plan
City	City of Gig Harbor
Ecology	Washington State Department of Ecology
ESA	Endangered Species Act
Ft	Foot/feet
GIS	Geographic information system
IDDE	Illicit discharge detection and elimination
LID	Low impact development
Mi	Mile(s)
MS4	Municipal separate storm sewer system
NA	Not available
NPDES	National Pollution Discharge Elimination System
O&M	Operations and maintenance
Permit	Western Washington Phase II Municipal Stormwater Permit
RSI	Remote site incubator
RWA	Receiving Water Assessment
SMAP	Stormwater Management Action Plan
SW Comp Plan	Gig Harbor Stormwater Comprehensive Plan Update 2018
SWMP	Stormwater Management Plan
Tetra Tech	Tetra Tech, Inc.
TIP	Traffic improvement plan
TMDL	Total Maximum Daily Load
TPCHD	Tacoma Pierce County Health Department
WDFW	Washington Department of Fish and Wildlife
WSSOG	West Sound Stormwater Outreach Group
WQ	Water quality
UGA	Urban growth area

EXECUTIVE SUMMARY

This Stormwater Action Plan (SMAP) has been prepared by the City of Gig Harbor (City) pursuant to section S5.C.1.d of the 2019 Western Washington Phase II Municipal Stormwater Permit (Permit), which is required to be complete on March 31, 2023. The City has initiated the SMAP process to ensure that City stormwater management actions are consistent with and coordinated with Permit requirements.

Receiving Water Assessment and Basin Prioritization

The City is adjacent to Gig Harbor Bay (Puget Sound) and has fourteen stormwater basins within the UGA, including multiple creek systems and trunklines. The receiving water assessment (RWA) describes the City's receiving waters, stormwater contributing areas, beneficial uses, and the potential impact of land use activities within those basins. The RWA was used to guide basin prioritization and to identify the receiving waters that are most likely to benefit from stormwater management planning. The RWA and basin prioritization are summarized in Table 1.

Priority Basin Characterization

North Creek basin was determined to be a priority basin in the City based on the RWA and stormwater management planning analysis, metrics developed by the Washington State Department of Ecology (Ecology). See Appendix A for the complete analysis. North Creek basin has been prioritized because of the basin's six outfalls which discharge to Gig Harbor, the high percentage (83%) of basin area within the City, the quantity of hard surfaces within the basin, the presence of salmonid fish habitat, and 24 fish passage barriers within the City and Urban Growth Area (UGA) were all significant factors in priority ranking.

Stormwater Management Action Plan

The planning portion of the SMAP addresses the following:

Public Outreach and Education

The City has partnered with Kitsap County and other West Puget Sound jurisdictions within the West Sound Stormwater Outreach Group (WSSOG) to continually develop,

Table 1. Basin Prioritization Summary

Basin	Priority Rank
North Creek	1
Skansie	2
North Harborview-Peacock	3
Crescent Creek	4
Bitter Creek	5
McCormick Creek	5
Soundview	6
Sullivan Gulch Creek	7
Stinson-Rosedale	8
Goodnough Creek	9
Marble Creek	10
Colvos Southeast	11
Green Links	N/A
Purdy Creek	N/A

implement, and fund stormwater outreach and education. These programs help the public understand source control and water quality.

Illicit Discharge Detection and Elimination (IDDE)

The City's IDDE program was adopted in 2009 and continues to be the mechanism by which compliance is implemented within the City and North Creek basin.

Source Control Program for Existing Development

The City will develop and implement a source control program including inventory, inspection, and enforcement by the target Permit date. The City plans to prioritize existing developments within North Creek basin for initial inspections.

Operation and Maintenance (O&M)

O&M standards within the North Creek basin will be implemented in accordance with the City's permit requirements.

Implementation Schedule and Budget

The Permit requires the SMAP include short and long-term implementation schedules and budgets. Short-term actions are those which occur within the six-year period 2022-2028. Projects include fish passage through culvert removal, habitat restoration, operations and maintenance (O&M), source control, and public education and outreach. Significant projects total approximately \$14,500,500 and include:

- North Creek daylighting feasibility study
- Conservation Futures Property on Harborview Drive
- Urban forestry management plan
- Climate action plan
- North Creek culvert replacement
- Burnham Drive culvert replacement

Long-term actions are those which occur within the next 7-20 years and include planning and implementation of low-impact development (LID), the continued removal of barriers to fish passage, and habitat mitigation and enhancement. Short-term actions are included in Table 4 and long-term actions are included in Table 5 of this report.

1 INTRODUCTION

In October 2018, City of Gig Harbor (City) contracted Tetra Tech, Inc (Tetra Tech) to update the 2009 Stormwater Comprehensive Plan (SW Comp Plan). The 2018 SW Comp Plan Update assesses conditions throughout the City affecting drainage, flooding, water quality, and riparian habitat and provides recommendations for capital improvements, operational measures, and a funding strategy.

The Permit has expanded requirements in Section S5.C.1 *Stormwater Planning* that includes provisions for comprehensive stormwater planning. Requirements include the coordination of long-range updates in tandem with the Comprehensive Plan (or equivalent), updates to development code to adopt low impact development (LID) standards within development code, and the development of a SMAP.

The SMAP assures the City's stormwater management program protects residents and properties from flooding, provides for planned growth, preserves and protects water quality in streams, wetlands, and marine environments, promotes habitat access and utilization, and satisfies the City's regulatory obligations under the Permit.

1.1 Background

Ecology has been delegated the authority through the Federal Clean Water Act (CWA) to implement rules and regulations that meet CWA goals. Ecology first issued the Permit to the City in January 2007. The Permit was reissued effective August 1, 2013 and again on August 1, 2019. The Permit authorizes the discharge of stormwater to surface waters and ground waters of the State from Municipal Separate Storm Sewer System (MS4) owned or operated by the City of Gig Harbor.

As a Phase II NPDES permittee, the City is required to prepare a SMAP. The City has prepared previous stormwater plans that informed this SMAP. These 2009 and 2018 SW Comp Plans. Each of these plans included projects to improve water quality and habitat, and address stormwater impacts like flooding. Projects identified in the 2018 SW Comp Plan were considered during SMAP development.

1.2 SMAP Goals and Objectives

The 2019 Permit requires permittees to implement a stormwater planning program to inform policies and strategies for water quality management, and to protect receiving waters. At minimum, these planning actions include:

- Convene an inter-disciplinary team to develop, progress, and influence the stormwater program.
- Coordinate with long-range plan plans including stormwater management needs, protection/improvement of receiving water health, and how these concepts inform planning processes, policies, and implementation.

- Continued utilization of low impact development (LID) principles and best management practices (BMPs) when updating, revising, and developing new enforceable documents such as development codes, rules, and standards.
- Preparation of a Stormwater Management Action Plan (SMAP).

This SMAP was prepared in accordance with Ecology's SMAP Guidance, and the SMAP should answer two important questions:

1. How can existing stormwater problems be addressed strategically?
2. How can the City accomplish water quality goals while meeting future population and density targets?

2 RECEIVING WATER ASSESSMENT

The City is adjacent to Gig Harbor Bay and has fourteen stormwater basins within the UGA. The City contributes to marine waters including Gig Harbor Bay, Henderson Bay, and Wollochet Bay; fresh waters including North Creek, McCormick Creek, Crescent Creek, Bitter Creek, and Garr Creek along with numerous unnamed creeks and ditches. All drainage within the City ultimately discharges to the Puget Sound, and water quality challenges adjacent to the City are representative of those in the greater Puget Sound. Challenges include water chemistry, acidification, bacteria accumulation, low levels of dissolved oxygen and toxic chemicals.

The Receiving Water Assessment (RWA) is the first part of the priority basin characterization process. The RWA describes the City's receiving waters, the relative impacts of urbanization and land use activities on those receiving waters and identifies the most useful information to guide the prioritization process. The City used the following process identified in Ecology's SMAP guidance:

1. Delineate all basins and receiving waters within the City's jurisdiction for basins that are one square mile up to 20 square miles, including all contributing areas outside the jurisdiction area.
2. Use GIS or other digital tools to complete assessment units, resulting in a map(s) which include all basins, receiving waters, basin area, and percentage of total watershed area in jurisdictional boundary.
3. Complete rapid assessment of existing information and conditions in each watershed basin.

2.1 Study Area

The study area focused on watersheds within both the City boundaries and the UGA. The City of Gig Harbor is in Western Washington and is the westernmost boundary of Pierce County. The City is within the Key Peninsula-Gig Harbor-Islands (KGI) Watershed abutting the Puget Sound, with a total area of 6.27 square miles and an additional 4

square miles within the urban growth area (UGA). In 2021 the population was 12,181 (United States Census Bureau), averaging 1,942 residents per square mile.

The Puget Sound along with Gig Harbor Bay, Henderson Bay, and Wollochet Bay are all the receiving water bodies of the City's stormwater system.



Figure 1. City Location and Regional Context within Pierce County, July 2022

2.2 Basin Delineation

Ecology's SMAP process was used to delineate 14 basins in the City, listed in Table 2 and identified in Figure 2, below. The City's SMAP basins are derived from Pierce County Watershed data which is inclusive of both the City boundary and UGA. Basins have been renamed where appropriate to better reflect City landmarks.

Table 2. Watershed Inventory and Summary of Basins and Receiving Waters in Study Area

Basin	Primary Stream	Receiving Water	Total Basin Size (ac)	Basin Acres in City & UGA	Basin Acres within City limits	% Basin within City limits
Bitter Creek	Bitter Creek	Wollochet Bay	2532.1	1175	866.85	74%
Colvos Southeast	N/A	Puget Sound	291.1	98.1	4.09	4%
Crescent Creek	Crescent Creek	Gig Harbor Bay	3757.8	303.7	61.82	20%
Goodnough Creek	Goodnough Creek	Henderson Bay	1295.5	601.4	68.52	11%
Green Links	N/A	Puget Sound	373.4	16	0	0%
Marble Creek	Marble Creek	Henderson Bay	435.6	34.9	34.9	100%
McCormick Creek	McCormick Creek	Henderson Bay	1555.7	1338	702.8	53%
North Creek	North Creek	Gig Harbor Bay	1135.4	1135.4	944.52	83%
North Harborview-Purdy Creek	N/A	Gig Harbor Bay	100.4	100.4	100.43	100%
Skansie	N/A	Gig Harbor Bay	767.3	359.1	359.06	100%
Soundview	N/A	Puget Sound	767.3	387.7	143.35	37%
Stinson-Rosedale	N/A	Gig Harbor Bay	224.7	224.7	224.65	100%
Sullivan Gulch Creek	Sullivan Gulch Creek	Wollochet Bay	1195.6	450.4	307	68%

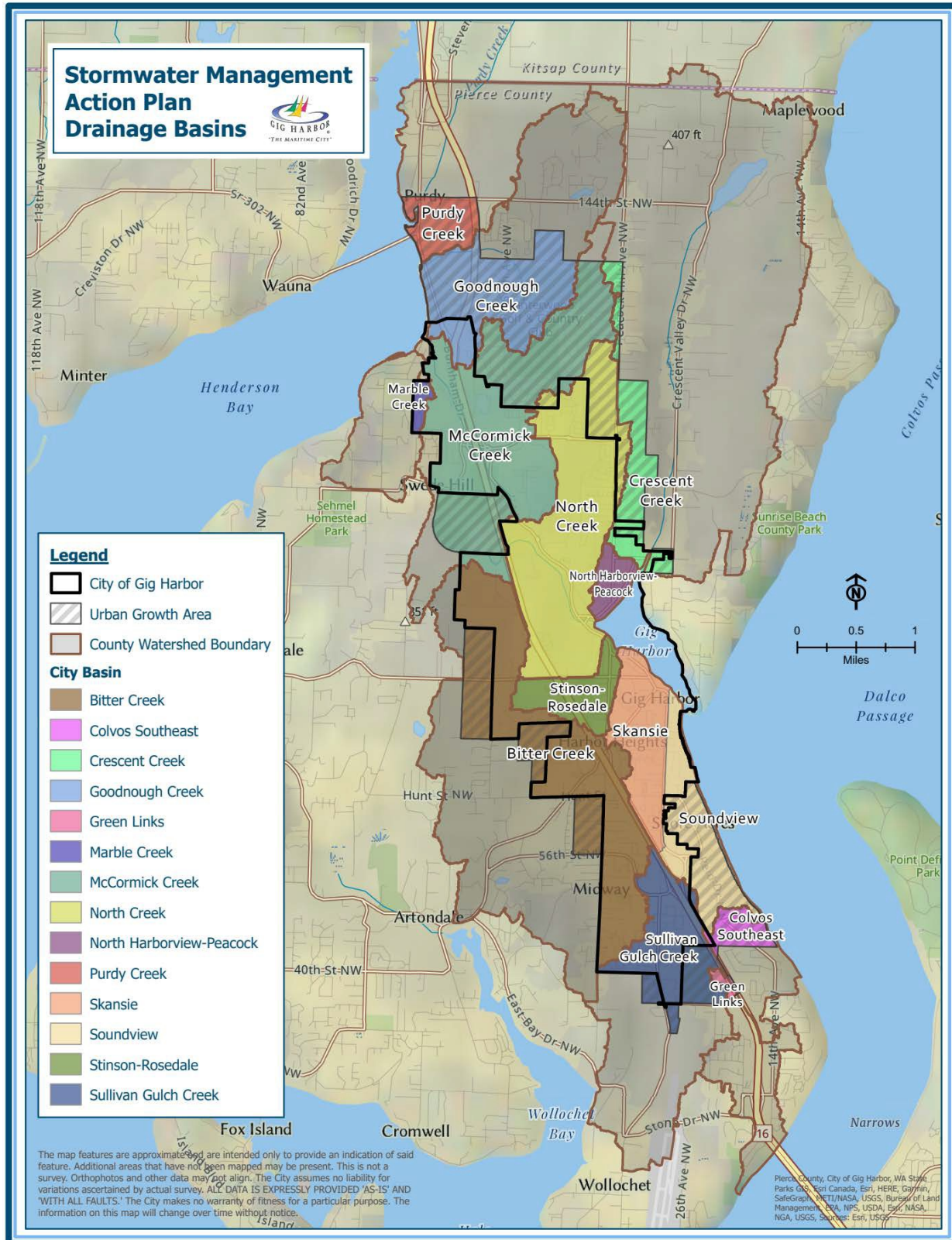


Figure 2. Stormwater Drainage Basins, January 2022

2.3 Assessment of Receiving Waters

The RWA process compiles and reviews a variety of available information to describe conditions within each basin. The data used to assess receiving waters consists of federal, state, and local datasets which are described in Table 3, below.

Table 3. Summary of Data Sets used for Receiving Water Assessment

Data Purpose	Evaluation Criteria	Data Source
Land Use	Jurisdiction Hard Surfaces Road	City boundary County UGA Sanborn Mapping Co.
Environmental/Habitat	River Miles of Streams Salmon Presence Fish Passage Barriers Sediment Drift Cells	USGS National Hydrography Dataset WDFW Statewide Integrated Fish Distribution WDFW Fish Passage Sites WA Ecology Sediment Drift Cells
Stormwater Infrastructure	Conveyance Pipe Outfalls and Discharge to Gig Harbor Bay	City Stormwater Assets County and State Stormwater Infrastructure

The City lacks data for water quality analysis and has not been issued Total Maximum Daily Load Requirements (TMDL) at this time. Data scoring the Benthic Index of Biotic Integrity (B-IBI) is lacking and outdated for the City. Should new data become available, the City will reassess any potential impacts to the SMAP process within the next update process.

The health of monitored streams in the City has remained generally stable throughout the past decade. McCormick Creek, Goodnough, Purdy, and Crescent Creek are included in the Pierce County 2021 Surface Water Health Report Card and have moderate to good water quality. Pierce County notes that most of the residents in the Gig Harbor area live along the shoreline and streams run short distances before draining into Puget Sound. Surface water health data from Pierce County was taken into consideration during SMAP analysis.

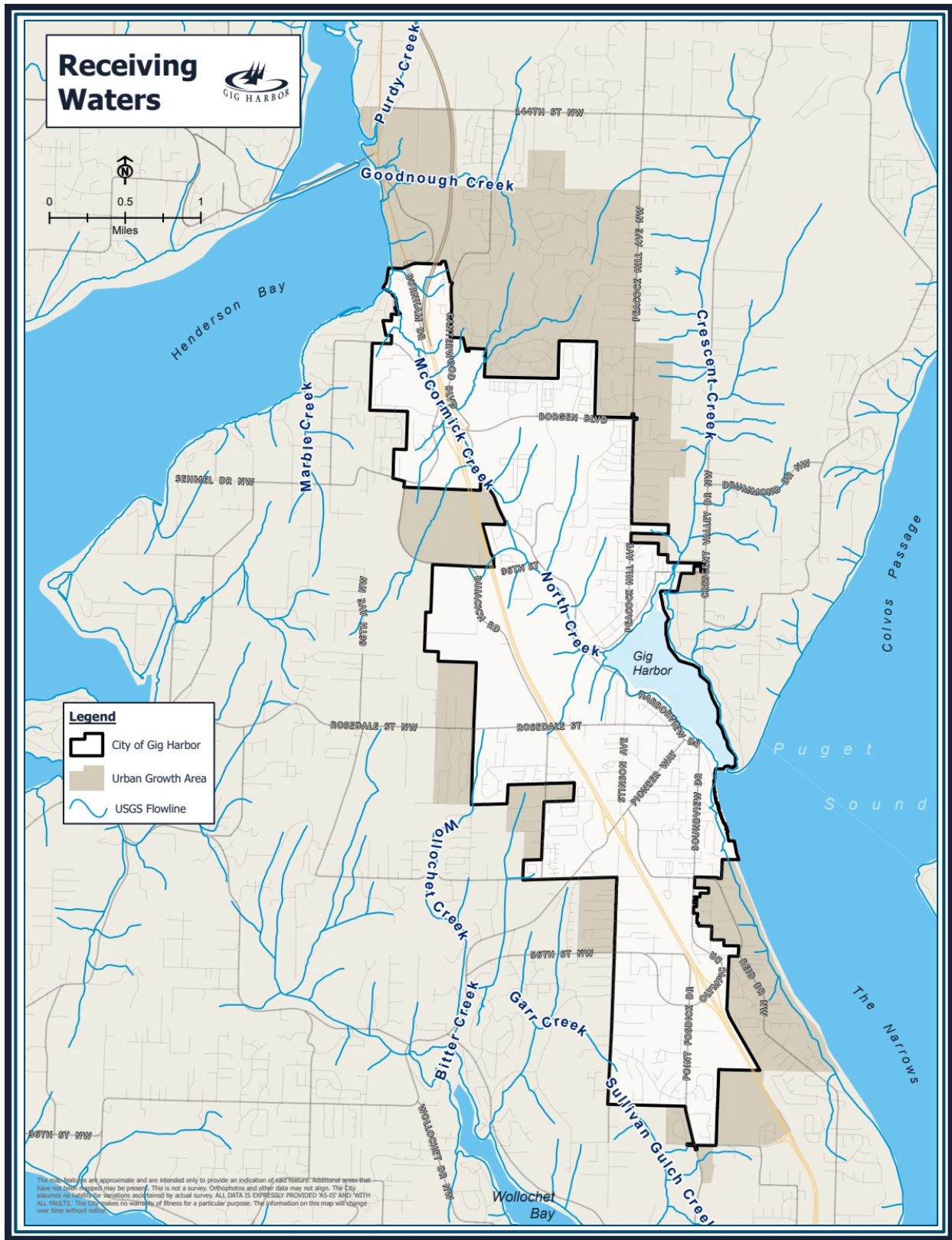


Figure 3. Gig Harbor Receiving Waters, July 2022

3 BASIN PRIORITIZATION

Basin prioritization uses Ecology SMAP Guidance principles for each receiving water body. Prioritization accounts for the degree of impairment to beneficial uses and the extent to which receiving water would benefit from implementation of stormwater management actions. Each basin is assigned a score for each criterion, with a higher priority score associated with a higher assigned point value.

Prioritization scoring was broken into three main categories: Jurisdiction, Fish Habitat and Water Quality, and Stormwater Infrastructure. Explanations of each category and ranking process is described in section below. Detailed scoring and ranking data can be found in *Appendix A*. Green Links and Purdy Creek basins were excluded from the prioritization as both basins are within the UGA, but not City limits. Based on Ecology's guidance, both of those basins also have low stormwater management influence. Figure 4 shows the percentage of each basin within the City limits, assuming basins with higher percentages have a higher stormwater management influence.

The highest priority basin was selected by summing point values from each criterion. From this process, North Creek basin was selected as the priority basin.

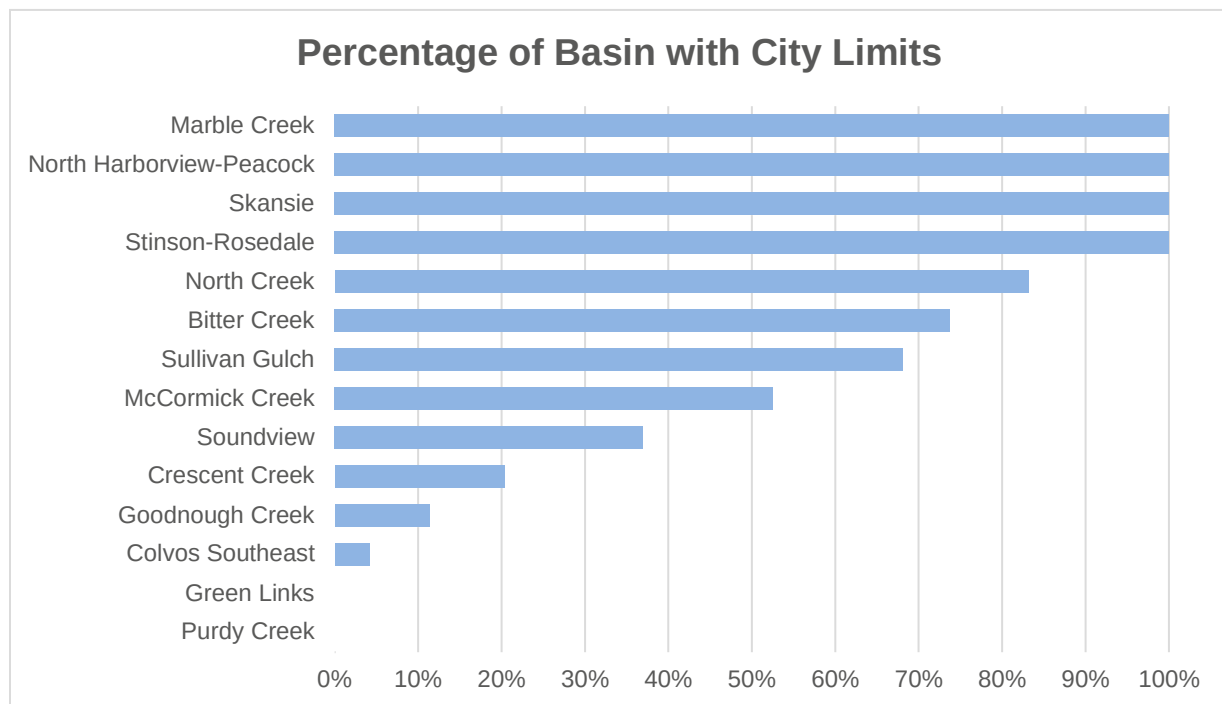


Figure 4. Stormwater Basin Percentage within City Limits

3.1 Prioritization Criteria

North Creek basin has been prioritized based on high scores for criteria discussed below, and complete scoring and analysis dating can be reviewed in *Appendix A*. The highest priority basin was selected by reviewing each category and defining importance of each. Figure 5 shows an overview of this process.

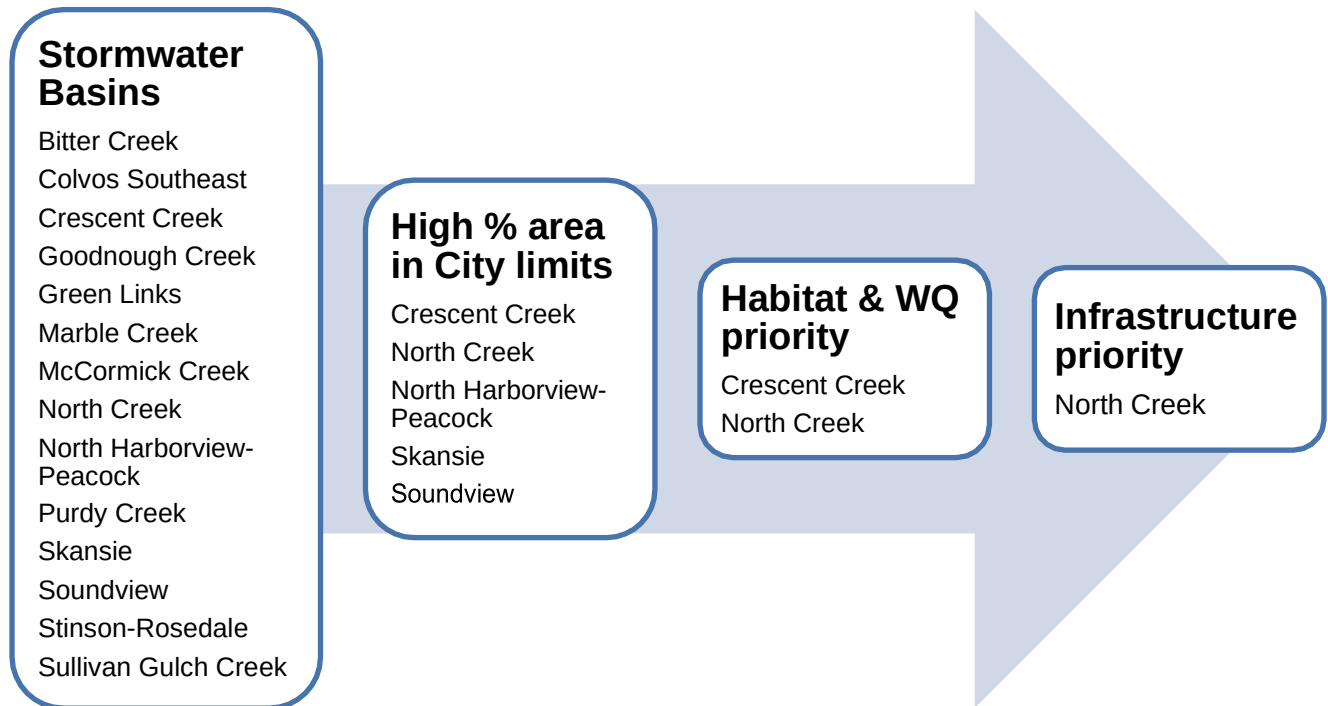


Figure 5. High-level overview of basin prioritization

Jurisdiction

Percentage within City limits

Higher priority was given to basins with most of the associated drainage within the City limits. The City cannot implement stormwater management strategies outside of the City limits is willing to partner with Pierce County. The City can develop more meaningful stormwater management actions with greater control over the watershed area.

Discharge to Gig Harbor Bay

Higher priority was given to basins with direct MS4 discharge to shoreline segments with a low or negligible longshore transport, particularly areas in the Puget Sound where sediment accumulates, such as bay, lagoons, and inlets. The City of Gig Harbor is adjacent to Gig Harbor Bay and 18% of the City's stormwater infrastructure discharges to Gig Harbor Bay.

Sediment Depositional Areas

Sediment depositional areas with no appreciable drift were given higher priority due to low energy dispersion of pollutants and areas where sediment may be more likely to accumulate.

Percent of Hard Surface

Hard surface area for each basin was calculated from land cover GIS data obtained from Sanborn Mapping Company. Higher priority was given to basins with a higher percentage of impervious surface which have a potential to contribute to decreased water quality.

Road Surfaces

Roads and transportation infrastructure are a major source of stormwater runoff that can contribute to significant pollutants discharging into waters of the state. Basins with higher road acreage were given a higher priority.

Fish Habitat and Water Quality

Salmon Presence & Endangered Species Act (ESA) Listed Salmonid Species

Higher priority was given to basins with salmonid species present. In addition, basins with ESA listed salmonid species (chinook and steelhead) were given higher priority.

Fish Passage Barriers

A recent amendment by the U.S. House of Representatives passed the INVEST in America Act, which included an amendment led by Representative Derek Kilmer (WA-06) and a bipartisan group of lawmakers from the Pacific Northwest to support salmon recovery. The amendment creates the National Culvert Removal, Replacement, and Restoration Grant Program, a new program within the U.S. Department of Transportation, to substantially invest in culvert restoration and aid anadromous fish passage and recovery efforts. In addition, the amendment provides \$800 million to fund the newly established grant program. Higher priority was given to basins with more fish passage barriers.

Water Quality

The federal Clean Water Act requires states to complete a water quality assessment every two years. Within this assessment, Ecology lists those water bodies designated for uses such as drinking, recreation, aquatic habitat, and industrial use that are impaired by pollutants on the *303(d) list*, so called because the process is described in Section 303(d) of the Clean Water Act. This list was reviewed for the presence of water bodies subject to this SMAP.

Stormwater Infrastructure

Outfalls to Gig Harbor Bay

There are multiple outfalls that have direct stormwater discharge to Gig Harbor Bay. Several outfalls along the harbor exhibit evidence of erosional scour with potential compromise of the structural integrity of the outfall. This can contribute to sediment laden

water at the shoreline. Basins with a higher number of outfalls to Gig Harbor Bay received a higher score.

Miles of Stormwater Pipe

O&M of storm infrastructure is of utmost importance. O&M is critical to both reliable performance and dependable drainage. With O&M obligations in mind, basins with a larger amount of stormwater pipe were given higher priority.

Identified Stormwater Capital Improvement Projects

The City's SW Comp Plan identifies stormwater capital improvement projects to meet the needs of the environment, future development, and growth. The types of improvements identified and scheduled include capacity, facility, and habitat projects. A higher priority was given to basins with a higher number of stormwater capital improvement projects.

4 PRIORITY BASIN CHARACTERIZATION

North Creek basin is located within the Key Peninsula-Gig Harbor-Islands watershed and includes approximately 1,135 acres (1.77 sq. mi.). 84% of the basin resides within City limits and 100% of the basin is within the UGA. Its headwaters are located just west of Highway 16 and flows approximately 1.5 miles in a southeasterly direction, emptying into Gig Harbor Bay. The main channel of North Creek is a perennial stream; and during the wet season intermittent/ephemeral tributaries convey stormwater to the main channel. The mouth of North Creek, which is popularly known as Donkey Creek, is tidally influenced and includes fish species such as coho, chum, and steelhead.

North Creek is important to the community identity of Gig Harbor. The creek is integral to innumerable generations of Coast Salish and Puyallup peoples and cultures, as well as more than a century of shipbuilding and logging. After colonization by white settlers and a shift in industry over the last century, the City's focus is now the preservation of environmental and habitat functions of North Creek.

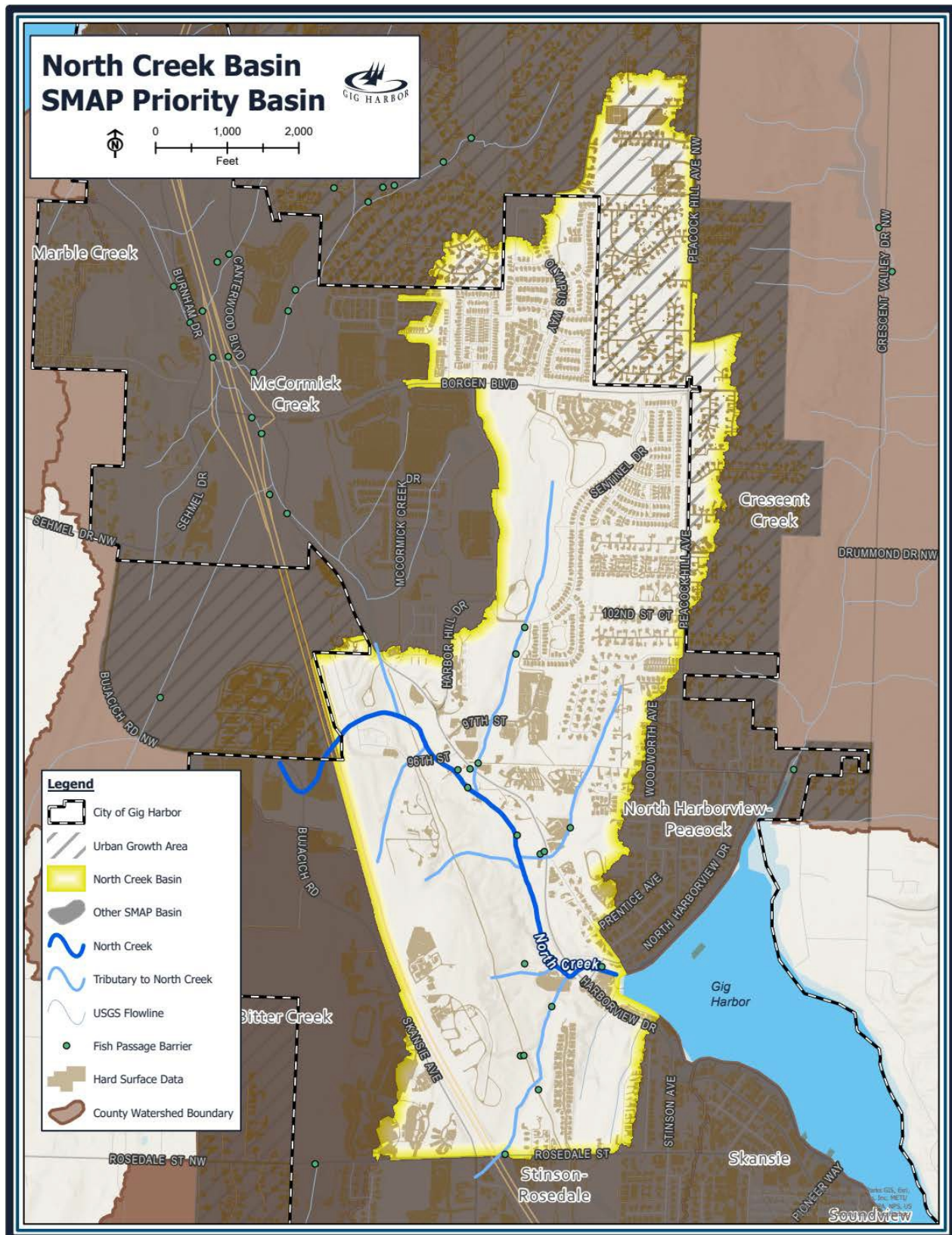


Figure 6. North Creek Basin, July 2022

4.1 Water Quality & CWA 303(d) List Contaminants

In April 2011, Ecology published *Assessment of Aquatic Toxicity in North Creek, Gig Harbor*. The purpose of the study was to determine if elevated levels of lead and copper were causing acute toxicity to the living organisms of North Creek.

Previous studies conducted in 2002 and 2008 found elevated dissolved lead levels in North Creek and that the Gig Harbor Sportsman's Club is a major source of lead to the creek. Dissolved lead concentrations downstream of the Sportsman's club continue to be extremely elevated, exceeding Washington State aquatic life chronic criteria by a factor of over 1,000. Dissolved lead concentrations above the Sportsman's Club are much lower, exceeding chronic criteria by a factor of 3 at the time of the study.

Dissolved copper concentrations were moderate, exceeding chronic criteria by a factor of 1.2 both above and below the Sportsman's Club, and the Sportsman's Club was ruled out as a source of copper in North Creek. Ecology's Toxics Cleanup Program completed a site hazard assessment which resulted in a high priority ranking for future clean-up by Ecology.

Ecology issued an order for the site's cleanup in November 2015. The most recent information available through Ecology's *Cleanup and Tank Search* database provides a final signed agreed order for remedial action for the Sportsman's Club.

4.2 Fish Passage Barriers

Removing fish barriers can improve stream flow and structure, improve habitat, and support the community vision for fishable waters, as well as regional efforts to protect and enhance salmon populations. WDFW identifies 24 fish passage barriers on North Creek and its associated tributaries. Fish passage barriers are highlighted in Figure 6. The City is currently conducting a feasibility study to remove a fish passage barrier in North Creek.

The local Gig Harbor Fisherman's club started using a remote site incubator (RSI) fish hatchery system in 1970. Corresponding weir and diversion channels can serve as a barrier to salmon traveling upstream, depending on the weir's position. The City will work with the local Fisherman's Club and WDFW biologists to propose improvements and ensure continued operations of the RSI fish hatchery.

In 2013, the City's North Creek Restoration project restored the creek riparian corridor from the existing Gig Harbor shoreline upstream to North Harborview Drive. The project daylighted North Creek, connects the new stream channel with the channel in Donkey Creek Park, and improves fish passage. Estuarine riparian vegetation was established to impede regrowth of invasive species. The project also allows for a pedestrian connection between Austin Estuary Park and Donkey Creek Park, so the public can enjoy North Creek.

4.3 Land Preservation

The North Creek basin is developed with primarily residential structures and smaller amounts of mixed use and commercial areas. Approximately 26% of the basin is covered with impervious surface. Residential development has occurred at a higher intensity after 1990, especially in the northern portion of the North Creek Basin. This higher intensity resulted in a greater density of residences and thus a greater potential for stormwater runoff from increased traffic, hard surfaces, and yard pollutants. The City is continually reviewing and updating development regulations to enhance land and critical area preservation. The City also regularly conducts special studies, analysis, and planning efforts to inform development regulations and policies.

The City's design manual is one example of a tool to manage development to conserve and protect receiving waters. GHMC 17.99.240 addresses *natural site conditions* and limits land clearing, grading, and significant tree removal. This subsection also requires the replanting of trees based on trunk diameter rather than quantity to ensure soil stabilization and canopy cover from more mature trees. The City is in the process of developing an urban forestry management plan which will include recommendations for land use and tree retention policies, as well as potential planting areas to increase canopy cover and potential for stormwater capture and filtration. The City is also in the process of developing a climate action plan which will include recommendations for reducing greenhouse gas emissions and mitigating climate change.

The City is also actively conserving critical areas. The City recently acquired over 16 acres of forest land near the discharge point of North Creek into Gig Harbor and will acquire approximately 20 adjoining acres of forest land. These 36 acres will be a forest preserve with trails and preserving this habitat will conserve habitat and improve water quality entering the stream.

5 STORMWATER MANAGEMENT ACTION PLAN

5.1 Public Outreach and Education

Public outreach and education in the North Creek basin will be developed and implemented with the City's existing stormwater management program. Since 2008, the City and other West Sound jurisdictions have partnered with Kitsap County (as the lead agency) through an interlocal agreement to collaborate on the development, implementation, and funding for stormwater outreach and education through the West Sound Stormwater Outreach Group (WSSOG). This program includes:

- Pet waste education
- Natural yard care program
- Participation in the Puget Sound Stormwater Outreach for Regional Municipalities coalition (STORM).

- Partner with Harbor WildWatch to participate in salmon counting station and Donkey Creek Chum Festival

5.2 Illicit Discharge Detection and Elimination

The City developed an Illicit Discharge Detection and Elimination (IDDE) program which was adopted by Ordinance 1168 in 2009. Ordinance 1168 amended Chapter 14.20 and added Chapter 14.30 to the City's municipal code to comply with the Permit. Compliance with the IDDE within the North Creek basin will be implemented in accordance with the City's existing IDDE program.

5.3 Source Control Program for Existing Development

The City will develop and implement a source control program including inventory, inspection, and enforcement by the target Permit date. The City plans to prioritize existing developments within North Creek basin for initial inspections.

5.4 Operation and Maintenance

O&M standards within the North Creek basin will be implemented in accordance with the City's Permit requirements.

The City recently retrofitted an outfall pipe with energy dispersion adjacent to North Creek. This has reduced scouring and erosion of the stream bank and remains a high priority within O&M inspections. The City performs annual inspections of outfalls discharging to Gig Harbor Bay in efforts to identify O&M needs and in conjunction with IDDE screenings.

The City is currently preparing a culvert replacement design within the North Creek basin. It is anticipated that the project design will remove a fish passage barrier on a tributary of North Creek and enhance the stream corridor in that location.

6 IMPLEMENTATION PLAN AND BUDGET

The Permit requires short-term and long-term implementation schedule and budget for the SMAP and are detailed in Tables 4 and 5. Short-term actions are those actions to be accomplished within six years. Long-term actions are those actions to be accomplished within seven to 20 years. Short and long-term projects are methodically planned, and the City addresses actions annually during the budget process. The North Creek basin has strong political support from City Council and stormwater projects are expected to remain as high priorities.

Table 4. Short Term Action Implementation Schedule

Project Description	Project Focus	Funding Source/Planning Mechanism	Estimated Cost	Start
North Creek Daylighting Feasibility	Fish passage, Habitat	SW Division 2022 Budget	\$30,000	2022
Harborview Drive, Conservations Futures Property	Habitat, Land conservation	Pierce Conservation Fund/Grant	\$500,000 (City funds \$50,000)	2022
QC and analysis of GIS stormwater infrastructure data	O&M			2022
Urban forestry management plan	Habitat, LID, Public Education & Outreach	DNR Community Forestry Assistance Grant	\$94,000 (City funds \$54,500)	2022
Climate action plan	Habitat, LID, Public Education & Outreach, Source Control	WA Department of Commerce Early Planning Climate Action Grant	\$76,500	2022
North Creek Culvert Replacement	Fish passage, Habitat	Stormwater CIP	\$11.3 million	2023
Burnham Drive Culvert Replacement	Fish passage, Habitat	Stormwater CIP	\$2.5 million	2023
Source control/Business inspections in priority basin	Source Control			2023
Outreach to communities in priority basin	Public Education & Outreach			2023
North/Donkey Creek Chum Festival	Habitat, Public Education & Outreach (Harbor WildWatch lead organization)			Annually
Outfall monitoring and inspections	O&M			Annually

Table 5. Long Term Action Implementation Schedule

Project Description	Project Focus
Add more rain gardens and work with locals and PCD to implement	LID, WQ
Reduction of unused permeable surfaces	LID, O&M
Fish barrier removal (public and private) along North Creek	Fish passage
Analyze culvert crossings along Burnham Dr, sediment load/erosion to creek	O&M
Potential land acquisition along stream corridor	Habitat, Land preservation
Increase LID measures for TIP projects	LID
Retrofit existing ditches	O&M
North Creek habitat enhancement/plantings/wetland mitigation	Habitat
Work with property owners along North Creek – plantings, erosion, education	Habitat, Public Education & Outreach

6.1 Financial Plan

The City's Stormwater Utility collects rates from City property owners and general facility charges from new development. Revenues are used to fund the City's stormwater activities including O&M, program administration, NPDES compliance requirements, and stormwater capital projects. The City regularly applies for grants as appropriate to support capital projects and compliance.

6.2 Monitoring and Coordination

The Permit requires a process and schedule to provide assessments, feedback, and improve the planning process and Permit implementation. This process consists of an annual review of the City's annual Stormwater Management Report as required within the Permit.

6.3 Adaptive Management

Adaptive management is the systematic use of information to improve operations, especially in the face of uncertainty. The adaptive management process can be applied at any scale and identifies uncertainties, monitors results, and informs actions. SMAP programmatic activities and projects are reviewed annually within capital project planning and budgeting processes on the 6 to 7-year comprehensive planning cycle. This process includes program analysis, financial assessment, and project planning. The annual process of programmatic planning in tandem with annual data review (collected as part of O&M) provides an opportunity to apply the adaptive management approach. Emerging issues related to climate change, sea level rise, and impacts from

stormwater to local water bodies and species may be warranted to ensure capital and O&M investments reflect both City priorities and existing conditions.

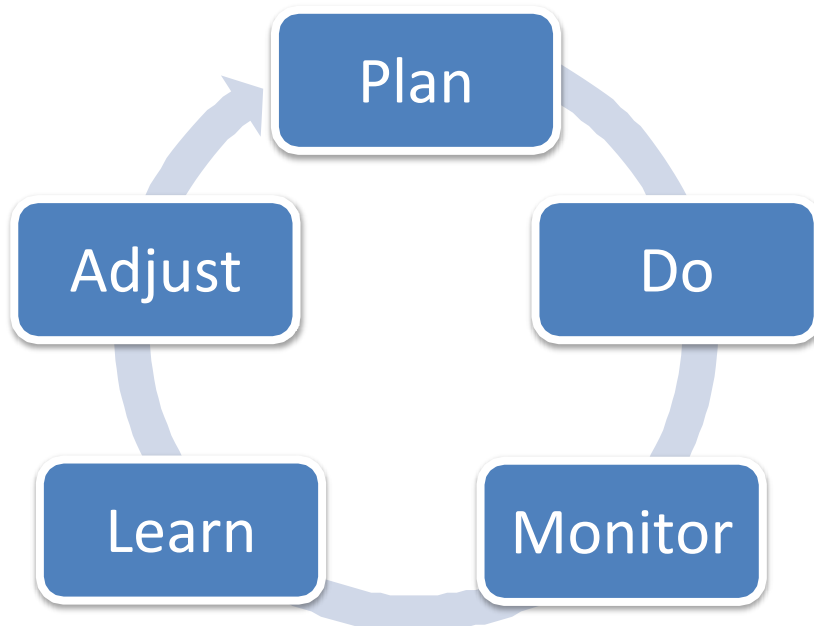


Figure 7. Adaptive management cycle

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APPENDIX A

Receiving Water Assessment Tables

Table 6. Watershed Inventory and Summary of Basins and Receiving Waters in Study Area

Basin	Primary Streams	Receiving Water	Total Basin Size (ac)	Basin Acres in City & UGA	Basin Acres within City limits	% Basin within City limits
Bitter Creek	Bitter Creek	Wollochet Bay	2532.1	1175	866.85	74%
Colvos Southeast	N/A	Puget Sound	291.1	98.1	4.09	4%
Crescent Creek	Crescent Creek	Gig Harbor Bay	3757.8	303.7	61.82	20%
Goodnough Creek	Goodnough Creek	Henderson Bay	1295.5	601.4	68.52	11%
Green Links	N/A	Puget Sound	373.4	16	0	0%
Marble Creek	Marble Creek	Henderson Bay	435.6	34.9	34.9	100%
McCormick Creek	McCormick Creek	Henderson Bay	1555.7	1338	702.8	53%
North Creek	North Creek	Gig Harbor Bay	1135.4	1135.4	944.52	83%
North Harborview-Peacock	N/A	Gig Harbor Bay	100.4	100.4	100.43	100%
Purdy Creek	Purdy Creek	Henderson Bay	923.8	167.2	0	0%
Skansie	N/A	Gig Harbor Bay	767.3	359.1	359.06	100%
Soundview	N/A	Puget Sound	767.3	387.7	143.35	37%
Stinson-Rosedale	N/A	Gig Harbor Bay	224.7	224.7	224.65	100%
Sullivan Gulch Creek	Sullivan Gulch Creek	Wollochet Bay	1195.6	450.4	307	68%

Table 7. Receiving Water Prioritization Summary

Basin	Rank	Sum	Land						Fish Habitat			Water Quality
			Jurisdiction	Discharge Location	Sediment Deposition Area	Hard Surface Area	Road Surface	Infrastructure	Salmon Presence	ESA Listed Salmonids	Fish Passage	
North Creek	1	42	4	5	5	3	4	7	5	2	4	3
Skansie	2	31	5	5	5	5	3	8	0	0	0	0
North Harborview-Rosebrook	3	27	5	5	5	5	2	5	0	0	0	0
Crescent	4	26	1	5	5	3	1	3	5	2	1	0
Bitter Creek	5	25	3	0	0	4	4	7	5	0	2	0
McCormick	5	25	3	0	0	3	4	4	5	2	4	0
Soundview	6	23	2	5	5	5	2	4	0	0	0	0
Sullivan	7	21	3	0	0	5	3	5	5	0	0	0
Stinson-Rosedale	8	15	5	0	0	4	2	4	0	0	0	0
Goodnough	9	13	1	0	0	3	1	1	5	0	2	0
Marble	10	10	5	0	0	3	1	1	0	0	0	0
Colvos SE	11	6	1	0	0	4	1	0	0	0	0	0
Green Links	n/a	0	0	0	0	0	0	0	0	0	0	0
Purdv	n/a	0	0	0	0	0	0	0	0	0	0	0

Table 8. Jurisdiction, Gig Harbor Bay, and Hard Surface Area Criteria & Scoring

Basin	City Jurisdiction				Gig Harbor Bay		Hard Surface Area (HSA)				
	Total Basin Size (ac)	Basin Ac. In City Limit	% Basin in City	Score (1)	Discharge Location (2)	Sediment Depositional Area (3)	HSA Acres	HSA %	Score (4)	Road Surface (ac)	Score (5)
Bitter	2532.1	866.85	74%	3	0	0	267.5	31%	4	73.7	4
Colvos SE	291.1	4.09	4%	1	0	0	1.27	31%	4	0.91	1
Crescent	3757.8	61.82	20%	1	5	5	16.2	26%	3	4.6	1
Goodnow	1295.5	68.52	11%	1	0	0	19.5	28%	3	9.9	1
Green	373.4	0	0%	0	0	0	0	0%	0	0	0
Marble	435.6	34.9	100%	5	0	0	10.2	29%	3	2.5	1
McCormick	1555.7	702.8	53%	3	0	0	192.8	27%	3	63.5	4
North	1135.4	944.52	83%	4	5	5	248.3	26%	3	72.7	4
North Harborview	100.4	100.43	100%	5	5	5	42.4	42%	5	10.4	2
Purdy	923.8	0	0%	0	0	0	0	0%	0	0	0
Skansie	767.3	359.06	100%	5	5	5	172.4	48%	5	35.9	3
Soundview	767.3	143.35	37%	2	5	5	66.7	47%	5	11.8	2
Stinson-Rosedale	224.7	224.65	100%	5	0	0	76	34%	4	20.2	2
Sullivan Gulch	1195.6	307	68%	3	0	0	150.4	49%	5	40.6	3

Scoring Metrics for Table 8

(1) City Jurisdiction Score Chart	
% of Basin in City Limits	Score
100	5
75-100	4
50-75	3
25-50	2
0-25	1

(4) Hard Surface Area (HAS)	
% HSA	Score
40-50	5
30-40	4
20-30	3
10-20	2
0-10	1

(2) Discharge Location	Score
Discharges to Gig Harbor Bay	5
Does not discharge to Gig Harbor Bay	0

(5) Road Surfaces	
% Road surfaces	Score
>50	4
30-50	3
10-30	2
0-10	1

(3) Sediment Depositional Areas	Score
No appreciable drift	5
Appreciable drift	0

Table 9. Fish Habitat and Water Quality

Basin	Fish Habitat			Water Quality
	Salmon Presence (1)	ESA Listed Salmonid Species (2)	Fish Passage Barriers (3)	303(d) Listed Waterbody (4)
Bitter Creek	5	0	2	0
Colvos SE	0	0	0	0
Crescent	5	5	1	0
Goodnough	5	0	2	0
Green Links	0	0	0	0
Marble	0	0	0	0
McCormick	5	5	4	0
North Creek	5	5	4	3
North Harborview-Peacock	0	0	0	0
Purdy	0	0	0	0
Skansie	0	0	0	0
Soundview	0	0	0	0
Stinson-Rosedale	0	0	0	0
Sullivan Gulch	5	0	0	0

Scoring Metrics for Table 9

(1) Salmon Presence	Score
Salmon present	5
No salmon present	0

(2) Salmon Species	Score
ESA-listed salmonids	5
Chinook & Steelhead	0

(3) Fish Passage Barriers	
Number of Barriers	Score
15-25	4
10-15	3
5-10	2
0-5	1

(4) 303(d) Ecology Water Quality Atlas	Score
Listed in 303(d)	3
Not listed in 303(d)	0

Table 10. Stormwater Infrastructure

Basin	Outfalls to Gig Harbor Bay (1)	Conveyance (2)	Projects (3)
Bitter Creek	0	4	3
Colvos SE	0	0	0
Crescent	1	1	1
Goodnough	0	1	0
Green Links	0	0	0
Marble	0	1	0
McCormick	0	4	0
North Creek	2	4	1
North Harborview-Peacock	1	1	3
Purdy	0	0	0
Skansie	3	4	1
Soundview	2	1	1
Stinson-Rosedale	1	1	2
Sullivan Gulch	0	3	2

Scoring Metrics for Table 10

(1) # of Outfalls	
>10	3
5-10	2
1-5	1

(2) Miles of Pipe	
>15	4
10-15	3
5-10	2
1-5	1

(3) # of Projects	
>6	3
3-6	2
1-3	1



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

Meeting Date: November 28, 2022

SUBJECT: First Reading of Ordinance 1505 Providing for the Issuance and Sale of a Limited Tax General Obligation Bond

SUBMITTED BY: David Rodenbach

DEPARTMENT: Finance

PHONE: 253.853.7610

SUGGESTED MOTION: None. Ordinance will return for second reading December 12.

BACKGROUND INFORMATION: This is the first reading of an ordinance providing for the issuance and sale of limited tax general obligation (LTGO) bonds in an amount not to exceed \$4,250,000.

This ordinance delegates authority to the Mayor, City Administrator and Finance Director to issue the bonds in an amount not to exceed \$4,250,000; at an interest rate not to exceed 5.25%, and with a term not to exceed 10 years (December 1, 2032).

FISCAL CONSIDERATION: The proceeds of these bonds will reimburse the city for \$4,200,000 spent on the Shaw-Warren property purchase, which closed October 31, 2022. The balance of funds will be used to pay for costs of issuance.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: NA

ATTACHMENTS: Bond Delegation Ordinance

STRATEGIC PLAN PRIORITY: Promote environmental sustainability and preserve Gig Harbor's natural beauty

ORDINANCE 1505

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,250,000 TO PROVIDE FUNDS TO ACQUIRE LAND FOR CITY USE AND OTHER CAPITAL PROJECTS OF THE CITY; AND DELEGATING CERTAIN AUTHORITY TO APPROVE THE FINAL TERMS OF THE BOND TO THE DESIGNATED REPRESENTATIVE IN CONNECTION WITH THE SALE

WHEREAS, the City of Gig Harbor, Washington (the "City") is in need of acquiring land for City use and other capital projects (the "Project"); and

WHEREAS, the City is authorized by Title 35 and ch. 39.46 to issue general obligation bonds payable from, *inter alia*, regular tax levies of the City; and

WHEREAS, the City Council (the "Council") has determined that all or a portion of the costs of the Project should be financed through the issuance of a limited tax general obligation bond of the City in the principal amount of not to exceed \$4,250,000 (the "Bond"); and

WHEREAS, the Council has determined to delegate to certain City officials the authority, for a limited time, to solicit proposals and accept a bid for the purchase of the Bond and approve the final principal amount, the interest rate, maturity date, and prepayment provisions of the Bond authorized herein under such terms and conditions as are approved by this ordinance;

NOW THEREFORE, the City Council of the City of Gig Harbor, Washington, do ordain as follows:

Section 1. Definitions. As used in this ordinance, unless a different meaning clearly appears from the context:

Approved Bid means the winning bid submitted for the Bond and all terms stated therein and may include a separate agreement, at the option of and approved by the Designated Representative.

Bond means the City of Gig Harbor, Washington Limited Tax General Obligation Bond, 2023, to be issued in the aggregate amount of not to exceed \$4,250,000 issued pursuant to this ordinance.

Bond Counsel means K&L Gates LLP.

Bond Fund means the Limited Tax General Obligation Bond Redemption Fund, 2023 created pursuant to Section 9 of this ordinance.

Bond Register means the registration records maintained by the Bond Registrar for the purpose of identifying ownership of the Bond.

Bond Registrar means the fiscal agent of the State of Washington, initially appointed by the Designated Representative for the purposes of registering and authenticating the Bond, maintaining the Bond Register, effecting transfer of ownership of the Bond and paying interest on and principal of the Bond. The term **Bond Registrar** shall include any successor to the functions of the fiscal agent appointed by the Designated Representative pursuant to RCW 39.46.030(3)(b).

City means the City of Gig Harbor, Washington, a municipal corporation of the State of Washington.

City Administrator means the duly qualified, appointed and acting City Administrator of the City, or any other officer who succeeds to the duties now delegated to that office.

Closing Date means the date of issuance and delivery of the Bond to the Purchaser.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Designated Representative means any of the following: (a) the Mayor, (b) the Finance Director, (c) the City Administrator or (d) any official or employee of the City designated in writing by any of the foregoing.

Final Maturity Date means the date as determined in the Approved Bid, but no later than December 1, 2032.

Finance Director means the duly qualified, appointed and acting Finance Director of the City, or any other officer who succeeds to the duties now delegated to that office.

First Interest Payment Date means the first interest payment date for the Bond set forth in the Approved Bid.

Fiscal Agent means U.S. Bank Trust Company, National Association, as the fiscal agency of the State of Washington, pursuant to the Agreement for Fiscal Agency Services, dated February 1, 2015, as amended, between the State of Washington and U.S. Bank Trust Company, National Association.

Mayor means the duly qualified, elected and acting Mayor of the City, or any other person who succeeds to the duties now delegated to that office.

Placement Agent means D.A. Davidson & Co., Seattle, Washington.

Principal Payment Dates mean the dates on which principal of the Bond is payable in accordance with the Approved Bid.

Project means the acquisition of land for City use and other capital projects.

Project Fund means the fund maintained pursuant to Section 7 of this ordinance.

Purchaser means the initial purchasing entity or bank purchaser of the Bond.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register.

Rule means the SEC's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SEC means the United States Securities and Exchange Commission.

Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any

particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Project; Authorization of Bond and Bond Details.

(a) *Project.* The City shall purchase land for City use and provide funds for other capital projects (the “Project”). The proceeds of the Bond shall be used to fund or reimburse the City for the costs of the Project and for the costs of selling the Bond.

(b) *Authorization of Bond and Bond Details.* For the purpose of funding or reimbursing the costs of the Project and paying the costs of issuance related thereto, the City shall issue its limited tax general obligation bond in the principal amount of not to exceed \$4,250,000 (the “Bond”).

The Bond shall be designated as the “City of Gig Harbor, Washington, Limited Tax General Obligation Bond, 2023,” shall be dated as of the Closing Date, shall be fully registered as to both principal and interest, shall be issued as a single fully registered bond, and shall be numbered in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification.

The Bond shall bear interest at the per annum rate(s), payable on the date(s) and maturing in principal amount(s) set forth in the Approved Bid, pursuant to Section 10 of this ordinance.

Section 3. Registration, Exchange and Payments. The City hereby initially specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agents. The duties of the Bond Registrar hereunder shall be limited to authenticating the Bond and to remitting money to the Purchaser on the payment dates as provided therein. Principal of and interest on the Bond shall be payable in lawful money of the United States of America. Installments of principal of and interest on the Bond shall be paid by check, wire, or electronic transfer on the date due to the Purchaser; *provided, however*, upon final payment of all installments of principal and interest thereon, the Bond shall be submitted to the Bond Registrar for cancellation and surrender.

The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond and to carry out all of the Bond Registrar’s powers and duties under this ordinance.

The Bond shall not be transferable, except in whole to a financial institution subject to the further limitations set forth in the Approved Bid.

Section 4. Prepayment. The Bond shall be subject to prepayment, if any, as provided in the Approved Bid.

Section 5. Form of Bond. The Bond shall be in substantially the following form:

	UNITED STATES OF AMERICA	
NO. R-1		[\$4,250,000]
	STATE OF WASHINGTON	
	CITY OF GIG HARBOR	
	LIMITED TAX GENERAL OBLIGATION BOND, 2023	
INTEREST RATE:	_____ % per annum	
MATURITY DATE:	[December 1, 2032]	
REGISTERED OWNER:	_____	

TAX IDENTIFICATION #:	_____	
PRINCIPAL AMOUNT:	[FOUR MILLION TWO HUNDRED FIFTY THOUSAND] AND NO/100 DOLLARS	

THE CITY OF GIG HARBOR, WASHINGTON, a municipal corporation organized and existing under and by virtue of the laws and Constitution of the State of Washington (the "City"), hereby acknowledges itself to owe, and for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount specified above, together with interest thereon, at the Interest Rate, which interest shall be payable [semi][annually] on _____ 1 and _____ 1 of each year until paid, commencing on _____ 1, 202___. Principal shall be repaid in annual installments as provided on Exhibit A attached hereto. Interest shall be calculated on the basis of [a 360-day year consisting of twelve 30-day months]. The final payment of all outstanding principal, together with interest thereon, shall be due on [December 1, 2032].

Both principal of and interest on this bond are payable in lawful money of the United States of America. Payments made to the Registered Owner shall be applied first to accrued interest and then to principal as of the date such payment is actually received by the Registered Owner. Installments of the principal of and interest on this bond shall be paid by check or draft of the fiscal agent of the State of Washington (the "Bond Registrar") mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the Registered Owner at the address appearing on the Bond Register. Upon final payment of all installments of principal and interest thereon, this bond shall be submitted to the Bond Registrar for cancellation and surrender.

This bond may be prepaid in accordance with the following terms;

_____.

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinance No. _____ duly passed by the City Council on December 12, 2022 (the "Bond Ordinance"). Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is issued pursuant to the Bond Ordinance for providing funds to acquire land for City use and for other capital projects of the City.

By the Bond Ordinance, the City has irrevocably covenanted that, unless the principal of and interest on this bond are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City subject to taxation for the payment of debt service on the Bond in amounts sufficient to pay such principal and interest as provided in the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the payment of such principal and interest.

This bond has been designated by the City as a "qualified tax-exempt obligation" for investment by financial institutions under Section 265(b) of the Code.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Gig Harbor, Washington, has caused this bond to be signed on behalf of the City with the manual or facsimile signature of the Mayor, to be attested by the manual or facsimile signature of the Clerk of the City, and a facsimile of the seal of the City to be impressed, imprinted or otherwise reproduced hereon, as of this _____ day of _____, 2023.

[SEAL]
WASHINGTON

CITY OF GIG HARBOR,

By /s/ manual or facsimile signature
Mayor

Section 7. Project Fund; Disposition of Bond Proceeds. The proceeds of the Bond shall be deposited into a project account and used to pay or reimburse the City for the costs of acquiring the land for City use, other capital projects of the City and to pay costs of issuance of the Bond.

The Finance Director shall invest the net proceeds of the Bond in such obligations as may now or hereafter be permitted to cities of the State of Washington by law and that will mature prior to the date on which such money shall be needed. Earnings on such investments, except as may be required to pay rebatable arbitrage pursuant to the Federal Tax Certificate, if any, may be used for City purposes or transferred to the Bond Fund for the uses and purposes therein provided.

Section 8. Tax Covenants; Special Designation.

(a) *Arbitrage Covenant.* The City hereby covenants that it will not make any use of the proceeds of sale of the Bond or any other funds of the City which may be deemed to be proceeds of the Bond pursuant to Section 148 of the Code which will cause the Bond to be an “arbitrage bond” within the meaning of said section and said regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bond) and the applicable regulations thereunder throughout the term of the Bond.

(b) *Designation under Section 265(b) of the Code.* The City hereby designates the Bond as a “qualified tax-exempt obligation” for purchase by financial institutions pursuant to Section 265(b) of the Code. The City does not anticipate that it will issue more than \$10,000,000 in qualified tax-exempt obligations during the year 2023 (excluding obligations permitted by the Code to be excluded for purposes of the City’s qualification as a qualified small issuer).

Section 9. Bond Fund and Provision for Tax Levy Payments. A special fund of the City known as the “Limited Tax General Obligation Bond Redemption Fund, 2023” which fund or account may be designated or re-designated in accordance with the practices of the City from time to time (the “Bond Fund”), is hereby authorized to be established and maintained in the office of the Finance Director of the City. The taxes hereafter levied for the purpose of paying principal of and interest on the Bond and other funds to be used to pay the Bond shall be deposited in the Bond Fund no later than the date such funds are required for the payment of principal of and interest on the Bond. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City funds.

The City hereby irrevocably covenants and agrees for as long as the Bond is outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bond as the same shall become due. All of such taxes so collected and any other money to be used for such purposes shall be paid into the Bond Fund.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people, and that a sufficient portion of

each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bond will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bond as the same shall become due.

Section 10. Sale of the Bond The Council has determined that it would be in the best interest of the City to delegate to the Designated Representative for a limited time the authority, working with the City's Placement Agent, to solicit proposals from financial institutions and review and select a financial institution as the Purchaser. The actions of the Designated Representative in reviewing and approving a term sheet distributed to financial institutions is hereby ratified and approved. The Designated Representative is further authorized to approve the final principal amount, interest rate, maturity dates, including the Final Maturity Date, the Principal Payment Dates and the First Interest Payment Date, prepayment provisions and other terms and conditions of the Bond so long as (i) the principal amount of the Bond does not exceed \$4,250,000; (ii) the interest rate of the Bond, if issued as a fixed rate per annum, does not exceed 5.25%, or if issued as a variable rate, uses an index approved by the Designated Representative; (iii) the true interest cost of the Bond does not exceed 5.00%; and (iv) the maximum term of the Bond shall be no later than December 1, 2032. Upon approval of the final terms, the Designated Representative will execute a certificate confirming the final sales terms which certificate shall be made available to the Council.

The authority granted to the Designated Representative by this section shall remain in effect until June 30, 2023. If the sale for the Bond has not been completed by June 30, 2023, the authorization for the issuance of the Bond shall be rescinded, and the Bond shall not be issued nor its sale approved unless the Bond shall have been re-authorized by ordinance of the City. The ordinance reauthorizing the issuance and sale of the Bond may be in the form of a new ordinance repealing this ordinance in whole or in part or may be in the form of an amendatory ordinance establishing terms and conditions for the authority delegated under this section.

Upon the adoption of this ordinance, the proper officials of the City including the Designated Representative, are authorized and directed to undertake all other actions necessary for the prompt sale, execution and delivery of the Bond and further to execute all closing certificates and documents required to effect the closing and delivery of the Bond in accordance with the terms of the Approved Bid. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including the fees and expenses specified in the Approved Bid, including fees and expenses of the Purchaser and other retained services, including Bond Counsel, Placement Agent, Fiscal Agent, and other expenses customarily incurred in connection with issuance and sale of the Bond.

Section 11. Undertaking to Provide Information. The City is exempt from the ongoing disclosure requirements of the Rule by reason of the exemption set forth in subsection (d)(1) of that Rule with respect to the issuance of securities in authorized denominations of \$100,000 or more. If approved in the Approved Bid, the City may

undertake to provide certain City operational or financial information to the Purchaser during the term of the Bond.

Section 12. Ordinance and Laws a Contract with the Purchaser. This ordinance is adopted under the authority of and in full compliance with the Constitution and laws of the State of Washington. In consideration of the loan made by the Purchaser, evidenced by the Bond, the provisions of this ordinance and of said laws shall constitute a contract with the Purchaser, and the obligations of the city and its Council under said laws and under this ordinance shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein and in the Bond set forth shall be for the equal benefit of the Purchaser and any permitted transferee or assignee.

Section 13. Ratification; General Authorization. The Mayor, City Administrator and Finance Director and other appropriate officers of the City are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 14. Severability. If one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 15. Effective Date. This ordinance shall take effect and be in full force five (5) days after this ordinance or a summary thereof consisting of the title is published.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 12th day of December, 2022.

Tracie Markley
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Joshua Stecker, CMC
City Clerk



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

Meeting Date: November 28, 2022

SUBJECT: Resolution 1262 Adopting the City's 2023 State Legislative Agenda

SUBMITTED BY: Katrina Knutson, City Administrator

DEPARTMENT: Administration

PHONE: 851-6127

SUGGESTED MOTION: Move to approve Resolution 1262

BACKGROUND INFORMATION: Staff and the City Council have worked closely with the City's lobbyists from Gordon Thomas Honeywell to prepare the 2023 State Legislative Agenda to inform the City's representatives, residents and lobbyists of Council's legislative priorities in 2023.

The Legislative Agenda is designed to capture the intent of the City Council and Mayor on key legislative matters and will be presented to the City's representatives from the 26th District and others as needed. The City's lobbyists will actively promote the City's interest on these items.

A summary of legislative matters that the City Council and Mayor support and oppose is also included. This will serve as a guide to the City's lobbyists in the event that there is opportunity to weigh in on any of those issues.

FISCAL CONSIDERATION: None.

BOARD/COMMISSION/COMMITTEE RECOMMENDATION: None.

ATTACHMENTS: Resolution 1262

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

RESOLUTION 1262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE CITY'S 2023 STATE LEGISLATIVE AGENDA

WHEREAS, City staff and the City Council have worked diligently to establish a legislative agenda of matters of great importance to the City and its citizens; and

WHEREAS, in working with our State and Federal legislators, the Mayor, City Council and City staff will put special emphasis on the matters listed in the legislative agenda; and

WHEREAS, the City Council and Mayor now desire to formally adopt the 2023 State Legislative Agenda and Statement of Support to inform residents and legislators;

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

Section 1: Agenda Adoption. The City of Gig Harbor City Council hereby adopts the 2022 State Legislative Agenda and Statement of Support as set forth in Exhibit A.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 28th day of November, 2022.

Tracie Markley
Mayor

Attest:

Joshua Stecker
City Clerk

EXHIBIT A



2023 State Legislative Agenda

Gig Harbor Sports Complex – Capital Budget Request

The City continues to partner with the community to develop the Gig Harbor Sports Complex. The Sports Complex is a multi-phase project and represents a significant partnership between the YMCA and other local organizations, the state, and the City. This facility will serve nearly 50,000 people in the surrounding 5-mile radius and was designed through a robust public process.

The next phase of the project: pickleball courts, bocce ball courts, a playground area, event lawn, sheltered performance stage, two covered picnic areas, and associated parking. In total this project is estimated to cost \$5.25 million, of which the City is requesting **\$2 million**.

Gig Harbor Waterfront Climate Resiliency Study – Operating Budget Request

The City anticipates that climate change will have an impact on Puget Sound, including sea levels. The waterfront has always been the heart of the City, and it is important for the City and its residents to better understand and prepare for how the waterfront will be impacted. The City requests **\$250,000** to commission a study on what the possible impacts might be and how the City can prepare to mitigate them.

Public Safety

Gig Harbor has experienced a rise in criminal activity similar to other cities across the state, and public safety has become a top-of-mind issue for our residents. We request that the Legislature address these issues, and place particular emphasis on the following:

- *State v. Blake* response - enact a simple possession criminal offense statute that incentivizes treatment and accountability for those found in unlawful possession of controlled substances. Ultimately, the City desires to see less people incarcerated for drug possession crimes and more people guided into effective and sustainable treatment.
- Vehicular pursuits – modify RCW 10.116.060 to enable more discretion in engaging in police vehicle pursuits in a manner that offers a balance between the risk of the pursuit versus the reason(s) for the pursuit.
- Training and resources – provide resources so our officers can successfully implement new public safety laws, and resources for behavioral health and substance use treatment services.

State Route 16 Congestion Relief – Transportation Budget Request

Gig Harbor residents experience daily traffic congestion along the SR 16 corridor. The Washington State Department of Transportation completed a congestion relief study in 2017 that identified improvements along the SR16 corridor. The City requests that the state invest in the following projects in the following order to address short-term and long-term traffic demands on the corridor:

- Signalize/meter EB Burnham Dr. approach to Borgen Blvd. in advance of the Burnham/Borgen WB SR16 offramp. COST: \$500,000.
- Add NB Pioneer Way RT turn lane at the Wollochet WB/SR16 Bremerton bound onramp. COST: \$400,000.
- Add EB Wollochet offramp right turn slip lane. COST: \$550,000.
- Add WB Wollochet onramp right turn lane. COST: \$830,000

The City requests **\$2.28 million**, which with city matching dollars will provide for design and construction costs for the four short-term projects.

Fund Local Culverts

The City of Gig Harbor joins AWC in requesting that the Legislature provide adequate funding to address public and private culverts. The City supports state investments on a watershed basis to maximize the amount of fish habitat gained and improve water quality.

The City of Gig Harbor Supports/Opposes - 2023

FINANCE	
State-Shared Revenues	The City supports the continued appropriation of state-shared funds to local governments, including funds such as liquor excise taxes and profits, streamlined sales tax mitigation funding, the city-county assistance account, and the municipal criminal justice account. Additionally, the City supports legislation to restore growth to the liquor profit/fee revenues. Combined, these funds provide a significant amount of revenue to the City's general fund.
Senior Citizen Property Tax Exemption	Gig Harbor supports expansion of the state property tax exemption for senior citizens. A significant portion of the City's population is composed of senior citizens living on fixed incomes. At the same time, property values continue to rise. Providing meaningful relief from property taxes is important to the City.
HOUSING AND HUMAN SERVICES	
Housing	Gig Harbor is not immune from Washington's housing affordability and homelessness crisis. The City supports a proactive approach to create new tools, incentives, and revenues for cities to use to support increasing housing supply and addressing affordability. Cities need resources to encourage development of housing at all income levels and particularly state funding to support housing for the lowest income levels.
Behavioral Health and Substance Use Treatment	The City supports creating greater access to behavioral health services and substance abuse treatment. This includes continued state funding to help communities establish alternative response programs like co-responder programs, diversion programs, and others that provide options beyond law-enforcement for responding to situations with individuals suffering from behavioral health issues.
ENVIRONMENT	
Climate Change	Gig Harbor recognizes the significant impact that climate change is having on our region. We support legislation to reduce carbon emissions in the state and to respond to the current and future impacts of climate change.
INFRASTRUCTURE & ECONOMIC DEVELOPMENT	

Infrastructure Program Funding	Gig Harbor supports full funding for the Public Works Assistance Account (PWAA), including allowing the current revenue diversions to sunset at the end of fiscal year 2023 and refraining from further transfers or diversions of funds to other infrastructure programs or other non-infrastructure accounts. The City also supports expanding state funding opportunities to assist with maintenance and operations of local infrastructure.
Wastewater Nutrient Cap	The City supports the goal of reducing effluents, including nutrients, to the Puget Sound, and the Department of Ecology general permit for wastewater facilities. However, implementing this permit may result in additional costs for the City and we support state assistance with these costs.
Business Climate	The City supports better alignment of government programs and regulations with business needs and encourages the Legislature to consider ways to foster economic development.
Electric Vehicle Infrastructure	The City supports state funding to install electric vehicle charging stations on City owned property, as well as the electrification of city fleets.
Support Main Street Legislation	The City supports policy and budget decisions that increase funding for Main Street Tax Incentive Program. The Main Street Program was created in 2005 to support downtown revitalization programs. The Downtown Gig Harbor Waterfront Alliance participates in the program.
LOCAL CONTROL	
Retain Local Control	Local decisions are best made by elected officials who know their community well and the Legislature must refrain from imposing one-size-fits-all solutions on cities. However, the City must make sure that it is not using “local control” as an excuse to avoid addressing difficult issues. In recent years, the legislature has passed zoning mandates. The City of Gig Harbor opposes legislation pre-empting local control, including density mandates.



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

Meeting Date: November 28, 2022

SUBJECT: Professional Services Contract with Parametrix for North Creek Culvert Removal Grant Support.

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 853-7630

SUGGESTED MOTION: Move to authorize the Mayor to execute a Professional Services Contract with Parametrix, Inc., to support the development of a federal grant application for the City's North Creek Culvert Replacement Project in an amount not to exceed \$31,378.63.

BACKGROUND INFORMATION: The outcome of the January 27, 2022, study session item regarding the City's proposed North Creek Culvert Replacement Project at Harborview Drive included Staff proceeding with a professional services contract with Parametrix to prepare an alternatives analysis for the Project. The Parametrix contract included receiving input from stakeholders, reviewing potential permitting issues, preparing renderings for each alternative, and preparing cost estimates for each alternative. At the November 17, 2022, study session City Council directed staff to proceed with Alternative 1 (replace the culvert with a bridge).

With this direction and the dedicated 2023-24 budget to fund the design and permitting of the Project, the City now desires to apply for a National Culvert Removal, Replacement, and Restoration Grants with the Federal Highways Administration. This grant could provide up to \$4,000,000 in construction funding for this project. The application for this grant is due February 6, 2023. Staff recommends contracting with Parametrix to provide support with this grant application.

FISCAL CONSIDERATION: The Stormwater Capital Fund in the 2023-24 Budget provides sufficient funds for this expenditure.

Expenditure Required: \$31,378.63	Amount Budgeted: \$1,300,000	Appropriation Required: \$
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION: The topic of grant support for this project was not presented for a recommendation.

ATTACHMENTS: Professional Services Contract with Parametrix for North Creek Culvert Removal Grant Support.

STRATEGIC PLAN PRIORITY: Promote environmental sustainability and preserve Gig Harbor's natural beauty

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Parametrix, Inc., a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in applying for grant funding for the North Creek Culvert Removal 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 Thirty-one Thousand Three Hundred Seventy-eight dollars and Sixty-three cents (\$31,378.63) 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, 2023; 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:
ATTN: David Dinkuhn
Parametrix
60 Washington Ave, Ste 390
Bremerton, WA 98337
360-850-5319

City of Gig Harbor
ATTN: Jeff Langhelm
City of Gig Harbor
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: _____
XXXXXXXXXXXX

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SCOPE OF WORK

City of Gig Harbor North Creek Culvert Replacement at Harborview Drive Grant Application Support

INTRODUCTION

The following scope of services describes the activities, schedule, and budget for Parametrix, Inc. to support the City of Gig Harbor (City) with the writing and submittal of a grant application for the Federal Highway Administration (FHWA) National Culvert Removal, Replacement, and Restoration Grants (Culvert Aquatic Organism Passage [AOP]) Program. This funding mechanism allows the City to apply for grant funds for the planning, design, and construction of a stream crossing that will replace a culvert that is a barrier to anadromous salmonids. The grant application funds request can range from \$10,000 to \$20,000,000. The City is required to provide no less than 20 percent of the total project costs of eligible activities. Previously incurred costs and expenditures or encumbered funds will not be considered toward the matching.

The grant application must be submitted through Grants.gov no later than 11:59 p.m., Eastern Time on February 6, 2023, submitted using the City's access and System for Award (SAM) Unique Entity Identifier (UEI) code.

SCOPE OF SERVICES

Based on the Culvert AOP Grant Program Notice of Funding Opportunity (NOFO) documentation, Parametrix will lead the development of the necessary submittal information to be reviewed and approved by the City. The submittal of the grant application materials will be administered by City staff, as the applicant. Parametrix will assist with the writing and preparation as described below.

The following outlines our approach to support the City through the grant application process, and the specific information required to complete a compliant application.

The basic requirements are as follows:

- Provide directly verifiable information – publicly available or otherwise verifiable.
- Provide supporting project narrative of up to 25 pages; include a table of contents, maps, and graphics, as appropriate.
- Provide detailed statement of work.
- Provide detailed project schedule.
- Provide detailed project budget.

The main project narrative will be prepared in accordance with the Application Template provided in the NOFO, which uses a table format to present the 25-pages of application requirements, uses 12 pt. Times New Roman Font, and 1-inch margins. Parametrix will develop the grant submittal material in an Adobe In-Design format (see

SCOPE OF WORK (continued)

Task 6) to improve the use of space and increase the amount of content that can fit into the page count. This step creates a more polished submittal that generally improves evaluation scoring.

Appendices are to only include documents supporting assertions or conclusions made in the 25 pages and do not count toward the 25-page limit (preferable that weblinks are provided rather than copies of these supporting materials – post on City website).

Task 01 – Project Management

Activities

Parametrix will manage the process of the grant application material development and coordination with City staff over a 2-month period, from notice to proceed in early December through February 6, 2023, the day the grant submittal is due to FHWA. Project management includes contract and project set up, invoicing, progress reporting, kickoff and monthly status meetings with key City staff. At the kickoff meeting the team will verify assignment leads, elements led by the City, and elements led by Parametrix. The kickoff meeting will also allow the team to verify the internal deadline for submittal materials to allow necessary time to upload files to the Grant.gov portal before the submittal deadline.

Deliverables

Deliverables for this task include:

- Kick-off meeting
- Monthly invoices
- Monthly status meetings

Assumptions

Assumptions for this task include:

- Monthly status meetings will be virtual.
- Monthly status meetings will be attended by the Parametrix PM.
- Two monthly status meetings are anticipated, December and January..

Task 02 – Develop Basic Project Information

Activities

Parametrix will develop a concise description of the project that will include a discussion of the project's history and the City's previously incurred costs. This description will place the project into the broader conservation context, highlighting the previous downstream barrier removal, the amount and quality of habitat that will be made available upstream, the anadromous species that utilize North Creek, and the City's plans for continued watershed enhancements (existing conservation plans or programs will be highlighted here). This section of the grant application can include linkages to any limiting factors reports or watershed assessments that have been completed, and to relevant conservation and restoration programs administered by NMFS, USFWS, and other federal agencies.

SCOPE OF WORK (continued)

Parametrix will work with the City to determine if the project is located within the boundary of a 2020 Census-designated Urbanized Area, and whether the project is located in one of four federally designated community development zones (Opportunity Zones, Empowerment Zones, Promise Zones, or Choice Neighborhoods).

Parametrix will rely on the City to provide a section of the grant application that outlines the City's demonstrated experience with the receipt and expenditure of U.S. DOT grant funds or other federal funding sources. This section will be evaluated as part of the project readiness evaluation criteria. Parametrix will work with the City to highlight our collective experience in this area, as it is also part of the allowable evaluated experience.

Deliverables

Deliverables for this task include:

- Project description and basic information section, not to exceed 2 pages
- Project graphics and maps, formatted to meet grant submittal requirements - based on existing aerial and preferred alternative previously developed for North Creek Culvert Replacement Feasibility Study
- Proposed project schedule outlining design, permitting, and construction
- Proposed project construction budget as the basis of grant funding request
- Draft and final versions of deliverables - final versions based on comments developed during Task 4

Assumptions

Assumptions for this task include:

- Parametrix will rely on City provided 2020 census data.
- Parametrix will rely on City provided "watershed plans" used to create connections to other beneficial activities and potential monitoring as defined and described in the details of the NOFO.

Task 3 – Summary of Funding and Project Phasing

Activities

Parametrix will coordinate with the City to determine the total of all federal funds that have been and are expected to be programmed for the planning, design, and completion of the project, and include this information as part of a detailed budget. As required by the grant application, the detailed budget will be presented in dollars and percentage of total dollars, and grouped into three categories: (1) nonfederal/matching; (2) Culvert AOP Program federal funds being requested; and (3) other federal funds.

Also, as a requirement of the grant application, Parametrix will work with the City to determine how the project will be separated into phases and components with enough detail to demonstrate that the sharing match requirement is being met by the City. The City shall provide Parametrix with the details describing the availability and commitment of the matching funds, so they can be highlighted in the narrative.

Parametrix will work with the City to verify the total and type of funds being requested. If the grant application is seeking planning, design, and construction funding, the construction forms are required, and this creates a nuance to the submittal that must be addressed correctly. This is a known oddity of the Grant.gov submittal, and

SCOPE OF WORK (continued)

many applications are misrouted due to incorrect submittals. We are familiar with this pitfall and will navigate it correctly with the City.

Deliverables

Deliverables for this task include:

- Summary of project funding sources, not to exceed 1 page
- Summary of previous project budget(s) invested in advancing project readiness, 1 page
- Description of proposed project phasing, not to exceed 1 page
- Budget narrative, not to exceed 2 pages
- Draft and final versions of deliverables, final versions based on comments developed during Task 4

Assumptions

Assumptions for this task include:

- The City will lead the description of proposed matching percentages and funding mechanisms.
- Parametrix will help to craft the description of matching percentages and funding mechanisms to maximize expected evaluation criteria and grant submittal experience.

Task 4 – Project Scoring Review Workshop

Activities

Parametrix will support the City in a targeted review of project narratives and application materials. The purpose of this task is to assess the draft version of the grant submittal against the evaluation criteria. Parametrix will participate in a virtual (e.g. Teams or Zoom) project scoring workshop led by the City. The project scoring workshop will focus on the grant evaluation criteria as follows:

Criterion #1: Conservation Benefits to Anadromous Fish

The application shall include information on:

1. List of anadromous species that will benefit from the project
2. Project contributions to the recovery or sustainability of federally protected or at-risk anadromous species or habitats, including information on climate change resiliency
3. If the project conforms with written recovery, management, or State wildlife actions plan(s)
4. The magnitude of the benefit to anadromous fish, and
5. The significance of the expected benefit measured in the length and quality of the spawning and rearing habitat made accessible

SCOPE OF WORK (continued)

Criterion #2: Regional and Watershed Context

The application shall include information on:

1. Project contribution to holistic watershed strategy
2. Linkage to a regional or watershed plan prioritization
3. The project's priority in the regional or watershed plan

Criterion #3: Ecosystem Benefits

1. The application shall include information on extent the project will provide benefits to ecosystem processes and biodiversity
2. How the project will benefit the physical, chemical, and biological processes that sustain river and floodplain ecosystems
3. Additional project benefits to other native aquatic and terrestrial species

Criterion #4: Project Design and Delivery Methods

This criterion assess whether the proposed project:

1. Describes clear project goals and objectives
2. Applies appropriate methods and design standards that are applicable to fish passage
3. Is technically sound
4. Will maintain safety for the traveling public

Criterion #5: Project Monitoring and Evaluation

The application shall include information on:

1. Data collection and monitoring needs
2. Pre- and post-project monitoring
3. The fish passage elements

Criterion #6: Climate Change, Sustainability, and Resilience

The application shall include information on:

1. IF the project incorporates climate resilience measures or features
2. If the proposed methods will enhance resilience to extreme weather events

The supporting data should be defined as qualitative or quantitative

Criterion #7: Equity and Barriers to Opportunity

The application shall include information on:

1. The benefits to fish species that are culturally significant
2. The contributions to physical sustenance of or economic benefits to Tribe or underserved communities

SCOPE OF WORK (continued)

3. A commitment to good paying jobs with free and fair choice to join a union and strong labor standards in project construction and in on-going operations and maintenance
4. A clear use of policies to promote the hiring of workers from economically disadvantaged communities

Assumptions

Assumptions for this task include:

- Parametrix will assist the City in review of an internal scoring summary to highlight the apparent strengths and weaknesses in the grant application materials.
- Parametrix will participate in a virtual review workshop with key City staff to determine any additional information that can be cited or developed to improve the application based on the evaluation criteria.

Deliverables

Deliverables for this task include:

- Materials outlined in Task 2, 3, and 5
- Virtual meeting notes and scoring improvement suggestions
- Materials provided to support each of the criterion will be pulled from existing data and reports provided by the City
- A majority of the technical information about the proposed project will be derived from the on-going North Creek Culvert Replacement Feasibility Study that is currently underway and concurrent to this grant proposal effort

Task 5 – Project Readiness, Feasibility, Schedule, and Permitting Approvals

Activities

Based on the evaluation criteria, Parametrix will develop a description of the project's ability to begin in a timely manner. This will largely rely on the technical feasibility study that is currently underway and will be available for use in this application process, a project schedule, the City Council's and other project approvals, and a list of identified project risks and remedies.

The technical feasibility will describe the basis of design, standards applied for major elements like the bridge, road sections, and roundabout. It will highlight reliance on the accepted WDFW Water Crossing Design Guidelines for stream design, the project cost estimate, and identification of contingencies as outlined in the North Creek Culvert Replacement Feasibility Study.

Parametrix will develop a proposed project schedule that identifies major milestones. As required by the evaluation criteria, the schedule will clearly outline the state and local permitting and planning approvals; the start and completion of NEPA and other federal approvals; completion of plans; specifications, and estimates (PS&E); procurement; any project partner agreements; and construction. Parametrix will rely on the City to provide information that demonstrates the plan and schedule for all right-of-way and land acquisition necessary for implementation of the project.

SCOPE OF WORK (continued)

Parametrix will help the City review the expected range of expected durations for the elements of the environmental approval process, including NEPA and State and Federal regulatory agency issued permits. The City will provide Parametrix information regarding the planned NEPA strategy, including completed and planned public engagement, ideally demonstrating broad public support. The City will also provide information to demonstrate the receipt of local approvals where funding from statewide transportation improvement program (STIP) or transportation improvement program (TIP) funding is applicable to the project.

Parametrix will work with the City to review potential project schedule, permitting, and approval risks and co-develop reasonable avoidance and mitigation strategies that are within the authority of the City to implement.

Deliverables

The following written deliverables will be developed by Parametrix for the City to review. Based on the City's review comments and suggestions, Parametrix will finalize this section of the grant application text.

- Technical Feasibility section, not to exceed 2 pages
- Project Schedule section, not to exceed 1 page
- Required Approvals section, not to exceed 3 pages
- Draft and final versions of deliverables - final versions based on comments developed during Task 4

Assumptions

Assumptions for this task include:

- The City will provide the proposed plan and schedule for expected right-of-way and property acquisition necessary to complete the project.
- Parametrix will provide expected durations for environmental approvals based on recent and similar projects and our current understanding of regulatory agency permit application review backlogs.
- The City will provide review comments on the draft submittals within 1 week of receiving the draft documents.
- Parametrix will anticipate the detail and number of draft deliverable review comments can be addressed in 2 weeks.

Task 6 – Grant Submittal Process

Parametrix will provide the City draft for all proposed project planning and design technical documents for their review and comment. There are portions of the grant application submittal process that must be completed directly by the City, and this scope of services does not include those required sections of the application.

Based on the review comments from the City, Parametrix will update and finalize ready-to-submit documents.

Deliverables

Deliverables for this task include:

- Draft planning and design technical application section(s) documents in native Adobe In-Design and PDF file formats

SCOPE OF WORK (continued)

- Final planning and design technical application section(s) documents in native Adobe In-Design and PDF file formats
- Draft and final supporting graphics, not to exceed 3 maps/plan views
- Draft and final cost estimates
- Draft and Final project schedule

Assumptions

Assumptions for this task include:

- The following Grants.gov submittal sections will not be provided by Parametrix
 - SF-424 – Application for Federal Assistance
 - SF-LLL – Disclosure of Lobbying Activities
 - Grants.gov Lobbying Form
 - Key Contacts form (optional)
 - SF-424A – Budget Information for Non-Construction Programs
 - SF-424B – Assurance for Non-Construction Programs.
- The City will be responsible for uploading and submitting all required submittals to Grants.gov before 11:59 p.m. ET, February 6, 2023.
- During the project kickoff meeting in Task 1, the team will determine the internal deadline to allow adequate time for Grants.gov uploading procedures to be completed by the grant submittal deadline.

BUDGET

The total cost estimate for this scope of work is \$31,378.63. A detailed budget spreadsheet is attached.

EXHIBIT B

Client: City of Gig Harbor
Project: North Creek Culvert Replacement Grant Application
Project No: P5532750NCGrant

				Kyle E. Hale	Jadlyn C. Kuechenmeister	Jean N. Johnson	Debra M. Fetherston	Shanon L. Harris	Steven R. Seville	Tad W. Schwager	Cortney B. Ziegler
				Project Accountant	Sr Planner	Sr Contract Administrator	Publications Supervisor	Project Controls Specialist	Sr Consultant	Sr Scientist/Biologist	GIS Analyst
Billing Rates:				\$99.78	\$225.61	\$170.48	\$157.61	\$135.29	\$322.47	\$177.11	\$103.31
Task	Description	Labor Dollars	Labor Hours								
01	Project Management	\$3,492.05	19	4	4	4		4	3		
02	Basic Project Information	\$1,509.40	8		2				2		4
03	Summary of Funding and Project Phasing	\$2,449.82	10		8				2		
04	Project Scoring Review Workshop	\$2,997.76	12		6				4	2	0
05	Project Readiness, Feasibility, Schedule, and Permitting Approvals	\$6,543.74	26		16				8	2	
06	Grant Submittal Process	\$14,385.86	94		8		60		2		24
Labor Totals:		\$31,378.63	169	4	44	4	60	4	21	4	28
Totals:		\$31,378.63		\$399.12	\$9,926.84	\$681.92	\$9,456.60	\$541.16	\$6,771.87	\$708.44	\$2,892.68

Project Total **\$31,378.63**

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE
Please see the meeting agenda for specific details on how to attend.

Day	Date	Time	Group	Agenda Items
TH	Nov. 24	5:00pm	Design Review Board	CANCELLED
M	Nov. 28	5:30pm	City Council	See Agenda
TH	Dec. 1	3:00pm	City Council Study Session	Introduction of Planning Commission Appointee Mark Burcar Joint Meeting with Parks Commission to Review Work Plan Joint Meeting with Arts Commission to Review Work Plan Council Guidelines & Procedures Updates 2022 Active CIP Schedule Update Sister City Discussion – Milna, Croatia
TH	Dec. 1	5:30pm	Planning Commission	Budget Review
W	Dec. 7	5:30pm	Parks Commission	
TH	Dec. 8	12:00pm	Lodging Tax Advisory Committee	Review of Council-directed Lodging Tax Grant Awards
TH	Dec. 8	5:00pm	Design Review Board	Bailey SFR & ADU
M	Dec. 12	5:30pm	City Council	Consent Agenda: • Interlocal Agreement with Puyallup Tribe for Conservation Property Matching Funds • Agreement with Harbor History Museum for Maritime Gallery Grant Funding • Approval of Parks Commission and Arts Commission Work Plans • MOU with Milna, Croatia for Sister City • Small Public Works Contract for Well #3 Tree Removal • Appointment to the Planning Commission • PSC for Climate Action Plan • PSC for Comprehensive Plan Update • Agreement for Visitors Guide Services Old Business: • Second Reading and Adoption of Ordinance 1505 Bond Delegation New Business • Public Hearing: First Reading of Ordinance 1506 Short Term Rentals • Contract Amendment with Helix Design Group for Skansie Netshed • Resolution XXXX Amending Council Guidelines & Procedures • Pierce County Conservation Futures Stewardship Agreement and Agreement to Fund/Lyons Property
W	Dec. 14	10:00am	Arts Commission	Annette Roth, WA State Arts Commission
TH	Dec. 15	3:00pm	City Council Study Session	38th Ave Half-Width Roadway Improvements Phase 2 - Roadway/Sidewalk Alignment Alternatives Stormwater Management and Site Development Manual Update
TH	Dec. 15	5:30pm	Planning Commission	
TH	Dec. 22	5:00pm	Design Review Board	

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE
Please see the meeting agenda for specific details on how to attend.

M	Dec. 26	5:30pm	City Council	CANCELLED
M	Jan. 9	5:30pm	City Council	Consent: - Public Works Construction Contract Award for Bogue Visitor Center Old Business: - Second Reading and Adoption of Ordinance XXXX Short Term Rentals New Business: - Resolution XXXX Approving 2023 Lodging Tax Expenditures - ESCO Agreement with McDonald Miller for HVAC System Staff Report: Official City Newspaper Designation
TH	Jan 12	3:30pm	City Council Study Session	COVID-19 Utility Repayment Program Wastewater Comp Plan Tech Amendments: - Mallards Landing Lot 7 - Rosedale Preliminary Plat - Harbor Run UGA Analysis
M	Jan. 23	5:30pm	City Council	Presentation: Peninsula School District Update – Superintendent Krestin Bahr New Business Public Works Construction Contract Award for Public Works Operations Center

City of Gig Harbor Two-Year Strategic Plan 2022-2023

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 - Maintain effective procedures to respond to ADA, FMLA, etc. issues and situations - Maintain collaborative relationships with union representatives - Re-qualify for AWC Well City designation	- Develop a staff retention and attraction program* - Review and update the City's DEI program* - Develop an employee recognition and appreciation program - Update Personnel Policies Manual - Update Safety Manual and Accident Prevention Program - Conduct employee satisfaction survey - Revise employee evaluation process - Develop management training for all new supervisors*
Ensure sustainable future for public services and facilities	- Provide more efficient and effective municipal services - Improve public outreach on capital projects - Increase communications between the City and residents - Better understand community needs and service expectations - Make city meetings more accessible to residents online - Source funding and implement plans for City Parks & Rec, streets/transportation options, utilities - Ensure adequate infrastructure to support community needs	- Update utility rates as needed - Support free vessel pump-out service - Continue implementing permit and land use approval process improvements - Continue and when possible, increase resources dedicated to capital improvement projects - Review/amend TIP to improve motorized and non-motorized transportation	- Develop an online citizen comment/reporting form - Conduct a citizen satisfaction survey* - Create a City-wide Communications Plan* - Update Public Works Standards - Conduct HOA fair - Implement hybrid Court system/electronic case management - Implement hybrid city meetings platform - Develop neighborhood traffic calming policy
Maintain small town character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure issues to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Foster safe, livable and attractive community - Decrease distance to get to a park or open space - Enhance walkability and pedestrian/cyclist safety	- Annually docket specific priorities in the Comprehensive Plan - Provide funding support for Harbor History Museum - Monitor State legislative activity - Provide funding support for Senior Center programming - Maintain/expand support for the Arts Commission and the arts in the city - Implement and support Sister City program* - Continue to fund Creative Endeavor Grants - Implement pedestrian and bicycle projects consistent with adopted Transportation Element	- Revise Municipal Code for short term rentals - Prepare 2024 Comprehensive Plan Periodic Update - Provide funding for Harbor History Museum Maritime Gallery project - Provide funding for Senior Center permanent home - Complete annexation study - Review Design Manual - Develop Housing Needs and Action Plan - Create Historic Preservation Committee - Review parking requirements for businesses and off-street parking - Support funding for youth and teen activities*
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	- Support free vessel pump-out service - Annually review Climate & Sustainability Action Plan (once developed)*	- Adopt Climate & Sustainability Action Plan* - Incorporate climate change into the City's Comprehensive Plan - Form Climate Action Committee* - Adopt Urban Forest Management Plan and update tree retention policies* - Develop recycling program in City parks - Install Civic Center electric vehicle charging station - Pursue opportunities to buy conservation parcels* - Annex parcels in City's park system - Update Stormwater Management and Site Development Manual - Assess gaps in public charging stations in the ROW 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 and Chamber of Commerce - Promote tourism-related activities through lodging tax grants - Promote downtown businesses and events to bring in visitors - Continue collaboration with Pierce Transit for downtown trolley service - Produce annual Visitor's Guide - Annually evaluate effectiveness of tourism promotion and lodging tax - Continue supporting visitor-oriented media relations	- Design and construct Fishermen's Home Port - Create a Business Retention and Attraction Plan* - Evaluate and amend (if necessary) development regulations and fees - Develop and implement a small business fair*