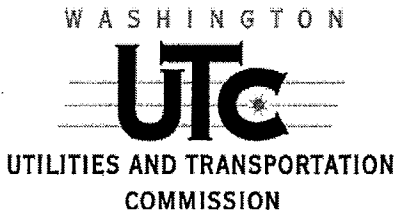


TR-100495



1300 S. Evergreen Park Drive SW  
PO Box 47250  
Olympia, WA 98504-7250  
(360)664-1257 or (360)664-1100  
Fax: (360)586-1150  
Web: [www.wutc.wa.gov](http://www.wutc.wa.gov)  
E-mail: [records@utc.wa.gov](mailto:records@utc.wa.gov)

**GRADE CROSSING PROTECTIVE FUND  
APPLICATION FOR FUNDING**

The Washington Utilities and Transportation Commission (commission), through its Grade Crossing Protective Fund (GCPF), funds projects that eliminate or mitigate public safety hazards at railroad crossings and along railroad rights-of-way in Washington State. Any public, private, or non-profit entity may submit an application to the commission for GCPF monies.

**Please complete and submit the following information as part of the application process:**

**Applicant Information**

Applicant Name:	Richard L. Ramsey, Project Manager
Organization:	Metropolitan Park District of Tacoma
Address:	47025 S. 19 <sup>th</sup> Street, Tacoma WA 98405-1175
Phone:	253-305-1056
E-mail:	dickr@tacomaparks.com
Fax:	253-305-1098

Please list all other companies, organizations or state or local agencies that may be involved in implementing this proposal and the contact name, address and phone number for each.

SiteWorkshop (Consultant to Metro Parks / Design firm for current park planning and design)  
Mark Brands; Principal  
1927 Post Alley  
Seattle, WA 98101  
206-285-3026

South Puget Sound Salmon Enhancement Group (Sponsoring Agency for Lagoon Restoration Project)  
Contact Kristin Williamson; Project Manager  
6700 Martin Way East, Suite 112,  
Olympia WA 98516  
360-412-0808

2010 FEB 18 PM 3:30  
REC'D  
OFFICE OF THE CLERK  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Parametrix Inc. (Design consultant to SPSSEG)  
Ken Fellows, PE  
1231 Fryar Ave. PO Box 460  
Sumner, WA 98390-1516  
253-863-5128

### **Project Information**

1. *Provide a detailed summary of the hazard being addressed. Include:*
  - *Any information about accidents or incidents at the site.*
  - *Photographs, drawings or other materials that supports the application.*

#### **EXISTING PARK ACCESS DRIVEWAY**

Metro Parks Tacoma (Metro Parks) is the owner and manager of Titlow Park, a public park in the City of Tacoma since 1928. A portion of the park site is located west of the BNSF Railroad and is accessible by a driveway (Access Driveway) that is parallel to the railroad tracks. The Access Driveway is located on BNSF property and access is permitted to Metro Parks by a permit dated August 1, 1978 which is ATTACHMENT A to this application.

The Access Driveway is asphalt paved, and ten to twelve feet in width. It is separated from the nearest active rail by a distance of approximately 5 to 10 feet. Photographs of the driveway and railroad are shown on ATTACHMENT B.

#### **PROPOSED FUTURE LAGOON ENHANCEMENT PROJECT**

Metro Parks is currently preparing a master plan for Titlow Park which is being coordinated with efforts by South Puget Sound Salmon Enhancement Group (SPSSEG) to re-connect Titlow Lagoon to the Tacoma Narrows by means of a bridge, tunnel, or culvert under the existing railroad berm. Preliminary plans have been developed in coordination with the Metro Parks master plan. Drawings depicting the proposed change to the railroad berm are shown in ATTACHMENT C to this application. Applications for funding and permits will begin next year. In all likelihood, development of the new bridge and Lagoon enhancements is several years from construction.

#### **CONCERN FOR PUBLIC SAFETY**

This past summer, BNSF Railroad met with representatives from Metro Parks and expressed concern for the safety of persons using the existing driveway access. Also this summer, Metro Parks has held a series of public meetings and workshops as part of our master planning process. At those meetings, members of the public have strongly advocated for continued safe public access to the park utilizing the Access Driveway.

Metro Parks has no specific records or information concerning past accidents resulting from public activity on or near the railroad tracks at Titlow Park. We understand that there may have been incidents in the past and that BNSF may have records of such incidents. In any case, the concern for public safety remains high.

**A SUITABLE SAFETY BARRIER IS DESIRED**

As a result of our meetings this summer, Metro Parks is now interested in seeking the assistance of Washington UTC and BNSF railroad in providing a suitable safety barrier or fence to separate the public from the adjacent active rail line while maintaining pedestrian access into the western portion of the park. The design of the barrier needs to maintain pedestrian and service vehicle access to the park site, respect the existing City of Tacoma shoreline regulations, (which prohibit construction beyond the Ordinary High Water Mark), and meet the safety criteria of BNSF.

**ACCOMMODATION OF FUTURE CHANGES**

Given the uncertain timing for implementation of Lagoon enhancements described above, we believe the development of a safety barrier should proceed immediately with the understanding that a more permanent barrier and pedestrian access way will be constructed in the future as part of the SPSSEG proposal described above. The prototypical fence design provided by Washington UTC, which is ATTACHMENT D would seem appropriate to Metro Parks if it is acceptable to BNSF Railroad.

2. *Provide a detailed description of the proposed project and explain how it will eliminate or mitigate the hazard. Include any drawings or construction plans for the proposed project.*

Metro Parks proposes to construct a chain link fence, approximately 1,100 feet in length, conforming to the general design criteria shown in the standard detail shown in ATTACHMENT D to this application. The alignment of this fence would be established as a minimum of 8 ½ feet from the most water ward rail of the existing railroad. ATTACHMENT E shows the general proposed alignment of the pedestrian barrier fence.

3. *Provide cost estimates. Include:*
- *Total costs of the project.*

**The estimated total project cost for constructing a pedestrian barrier fence as described above is \$87,000.00. A summary cost estimate is provided as ATTACHMENT F.**

- *Names of parties contributing to the project and the amount each is contributing.*

**Metro Parks is requesting a \$20,000.00 grant from Washington UTC to partially cover the cost of construction. Metro Parks would pay all remaining costs for the fence project utilizing 2005 capital Park Bond funds.**

4. *Provide the name of the party responsible for long-term maintenance.*

**Metro Parks currently has maintenance responsibility for the Access Driveway, and would assume long-term maintenance responsibility for the barrier fence.**

5. *Provide an estimated timeline of project, if approved.*

**Following approval of this grant and corresponding agreement with BNSF Railroad, Metro Parks would prepare permitting and bid documents and initiate the project. The following is a general time line:**

- **Preparation of permit and bidding documents is likely to take a minimum of 30 days following agreement between Metro Parks, Washington UTC and BNSF.**
- **A shoreline substantial development permit will be required from the City of Tacoma and will take a minimum of 120 days for City processing.**
- **A public works bidding and construction contracting process is required for Metro Parks construction and will require an additional 60 to 90 calendar days.**
- **Construction of the new barrier fence is likely to take between 30 and 60 calendar days depending on availability and delivery of materials.**
- **Contract closeout and final payment usually requires an additional 60 to 90 calendar days following declaration of Substantial Completion of the project by Metro Parks.**

**The entire process from beginning of design and permitting to formal project closure is likely to take between 10 and 12 months.**

6. *Provide a description of how the project's success would be measured.*

**Metro Parks will consider the project successful in the near-term if BNSF and Metro Parks can agree to allow continued safe use of the Access Driveway by the general public as an access route into the western part of Titlow Park.**

**Metro Parks will consider the project successful in the longer term if it leads to a satisfactory agreement between Metro Parks SPSSEG, BNSF Railroad, and regulatory agencies that allows the proposed Lagoon Enhancements to proceed to construction.**

7. *Provide any other information the applicant believes would be useful to the commission in considering the project.*

**Metro Parks Tacoma and the South Puget Sound Salmon Enhancement Group are jointly developing a master plan for future park development at Titlow Park. A copy of the Draft Master Plan can be made available on request.**

8. *If the project involves any construction, modification or demolition on a railroad right-of-way, complete the attached Railroad Commitment form. This includes fencing, gates or other structures located near enough to the tracks to be on the railroad right-of-way, modification to a grade crossing or any other project that involves railroad property or rights-of-way.*

**The proposed project is dependent on the cooperation and support of BNSF Railroad. Metro Parks is open to discussion of a revised permit and agreement covering pedestrian and service vehicle access into Titlow Park utilizing the BNSF Railroad right of way.**

**Attachments:**

Metro Parks has prepared the following attachments to this application, all of which are referenced above:

- **ATTACHMENT A:** Copy of 8/1/78 Railroad right of way permit
- **ATTACHMENT B:** Photographs showing the Access Driveway in question
- **ATTACHMENT C:** Drawings describing the proposed modification to Titlow Lagoon, BNSF rail line, and shoreline proposed by SPSDEG.
- **ATTACHMENT D:** Prototypical fence design provided by Washington UTC
- **ATTACHMENT E:** A plan showing the general location of the proposed safety barrier / fence.
- **ATTACHMENT F:** A cost estimate describing the costs associated with designing, permitting, and constructing the proposed safety barrier / fence.

**Submitting the Application**

After completing the GCPF application, please send the original to:

Washington Utilities and Transportation Commission  
Attention: Grade Crossing Protective Fund  
1300 S. Evergreen Park Drive SW  
PO Box 47250  
Olympia, WA 98504-7250

A signed application may be filed electronically at [records@utc.wa.gov](mailto:records@utc.wa.gov). When filing electronically, please specify "Grade Crossing Protective Fund" in the subject line.

**Assistance**

For questions or assistance, please contact:

- Kathy Hunter at (360)664-1257 or by e-mail at [khunter@utc.wa.gov](mailto:khunter@utc.wa.gov).
- David Pratt at (360)664-1100 or by e-mail at [dpratt@utc.wa.gov](mailto:dpratt@utc.wa.gov).

**Railroad Commitment**

The undersigned represents the Railroad Company in the GCPF application described as (enter a brief description):

Installation of fencing along access driveway  
at Titlow Park. Fence will be at least  
8½ feet from outside rail.

We have reviewed the application and are satisfied the conditions are the same as described by the applicant in this matter. We agree to allow construction, modification or demolition on a railroad right-of-way as described in the application. \*

Todd M. Kuhn

Printed name of Railroad Representative

Todd M. Kuhn

Signature of Railroad Representative

Manager Public Projects

Title

206-625-6146

Phone

todd.kuhn@bnsf.com

E-mail

Date: 2/5/10

\* A BNSF permit or agreement will be required for construction and maintenance access.

**ATTACHMENT A:**  
Copy of Railroad Right of Way Permit

Form 581, 8-1-76,  
Carolyn M. Irwin

MISCELLANEOUS  
No. 889,054  
Case No.

AGREEMENT, made this 1st day of August, 1978,  
between BURLINGTON NORTHERN INC., a corporation, hereinafter called the "Railroad,"  
and METROPOLITAN PARK DISTRICT, a Washington corporation,

whose postoffice address is 10 Idaho Street, Tacoma, Washington 98409,  
hereinafter called the "Applicant,"

**WITNESSETH:**

WHEREAS, the Applicant desires to construct, maintain and use an access roadway,  
(hereinafter termed the "facility"), upon the right of way of  
the Railroad located at Titlow, Pierce County, Washington  
as shown in Red upon the plan which is attached hereto and made a part hereof, marked Exhibit "A," the  
Railroad consents thereto upon the following terms and conditions: dated May 30, 1978.

1. Applicant shall pay to the Railroad the sum of Seventy-Five and No/100 \* \* \* dollars  
(\$ 75.00 ) upon the execution hereof, and annually thereafter, during the continuance  
of the license and provisions hereby granted.

2. The Applicant shall construct and maintain the said facility at the Applicant's sole cost and  
expense and in a manner in all respects satisfactory to the Railroad.

3. Nothing herein contained shall imply or import a covenant on the part of  
Railroad for quiet enjoyment.

4. The Applicant shall and hereby does release and discharge the Railroad of and from any and  
all liability for damage to or destruction of said facility or any property of the Applicant upon the  
premises of the Railroad in connection with the construction, maintenance and use thereof, and the  
Applicant shall and hereby does assume any and all liability for injury to or death of persons or loss  
of or damage to property in any manner arising from or during the construction, use, maintenance  
or removal of said facility, however such injury, death, loss, damage or destruction aforesaid may  
occur or be caused; and the Applicant shall and hereby does indemnify and save harmless the Railroad  
of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or  
expenses arising, growing out of or in connection with any such injury, death, loss, damage or destruction  
aforesaid. Notwithstanding the foregoing, nothing herein contained is to be construed as  
an indemnification against the sole negligence of Railroad, its officers, employees or agents.

5. Upon the cancellation or termination otherwise of this agreement the Applicant shall at the  
Applicant's own sole cost and expense and to the satisfaction of the Railroad remove the said facility  
and restore the premises of the Railroad as near as may be to their now existing condition.

In the event that the Applicant shall fail to remove or cause to be removed from said premises  
the said facility prior to the effective date of the cancellation or termination otherwise of this agreement,  
the Railroad may appropriate the said facility or any part thereof to its own use without compensation  
to the Applicant or may remove the same at the cost and expense of the Applicant.

6. The Applicant shall not assign this agreement or permit any other person or persons to use  
or occupy any portion of the premises of the Railroad occupied by the said facility without first having  
obtained the written consent of the Railroad.

7. Either party hereto may cancel and terminate this agreement at any time upon thirty days  
notice in writing to the other of its intention so to do.

8. All notices to be given by the Railroad to the Applicant hereunder may be effectually given by  
letter from the Railroad or its agent or attorney deposited postpaid in a United States post office  
addressed to the Applicant at the Post Office address above stated.

See additional attached hereto and made a part hereof for Paragraphs 9. and 10.  
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year  
first above written.

In presence of:

M. M. Christ  
Burtney J. Stalder  
W. F. Jones  
Secy

BURLINGTON NORTHERN INC.

By O. W. Howard  
General Manager - Lessee

METROPOLITAN PARK DISTRICT

By W. J. [Signature]  
Title Sec. Parks Director

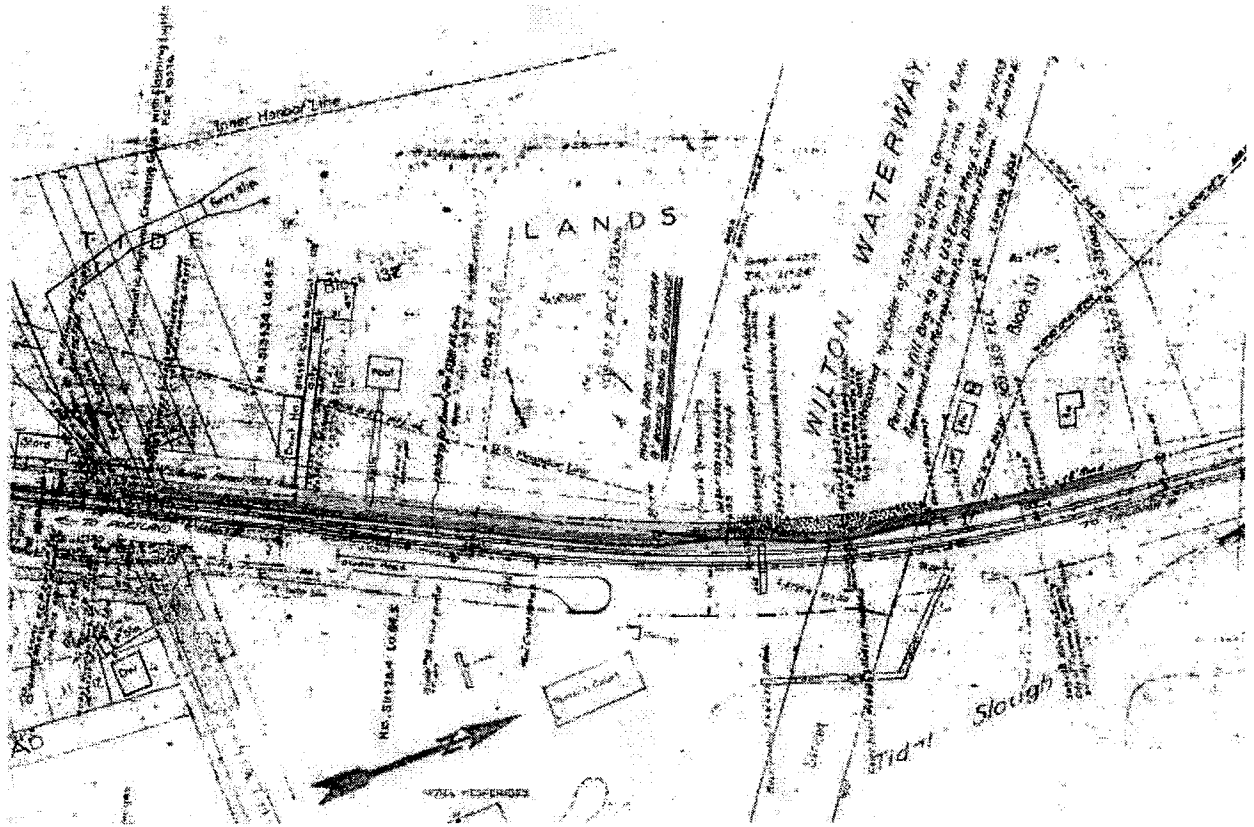
FORM 581-1-76



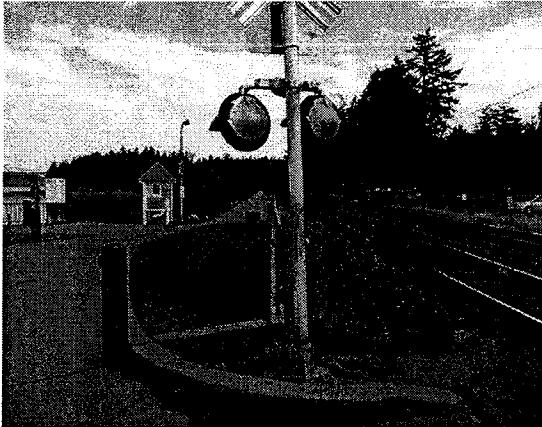
**ADDENDUM TO SUBMITTAL DOCUMENTS INC.  
TABLE NO. 589, 034 ATTACHED DRAWINGS  
AND SHEET A PART THEREOF**

9. Applicant shall, at its own cost and expense, maintain a fence along the southeasterly edge of said roadway, as shown by green line on said Exhibit "A" to prevent any unauthorized use of Railroad's property adjacent to said roadway.

10. Applicant shall, at its own cost and expense, maintain a set wall or sign as may be necessary to protect the bay side of said roadway premises against wave wash, as shown colored yellow on said Exhibit "A". Railroad reserves the right to use and permit other parties to use said roadway provided that such other applicants execute an agreement identical to the agreement executed by Applicant herein; and provided that all responsibilities required by the terms, conditions and provisions of this agreement shall be borne equally by Applicant and said other parties.



**ATTACHMENT B:**  
Photographs Showing Access Driveway



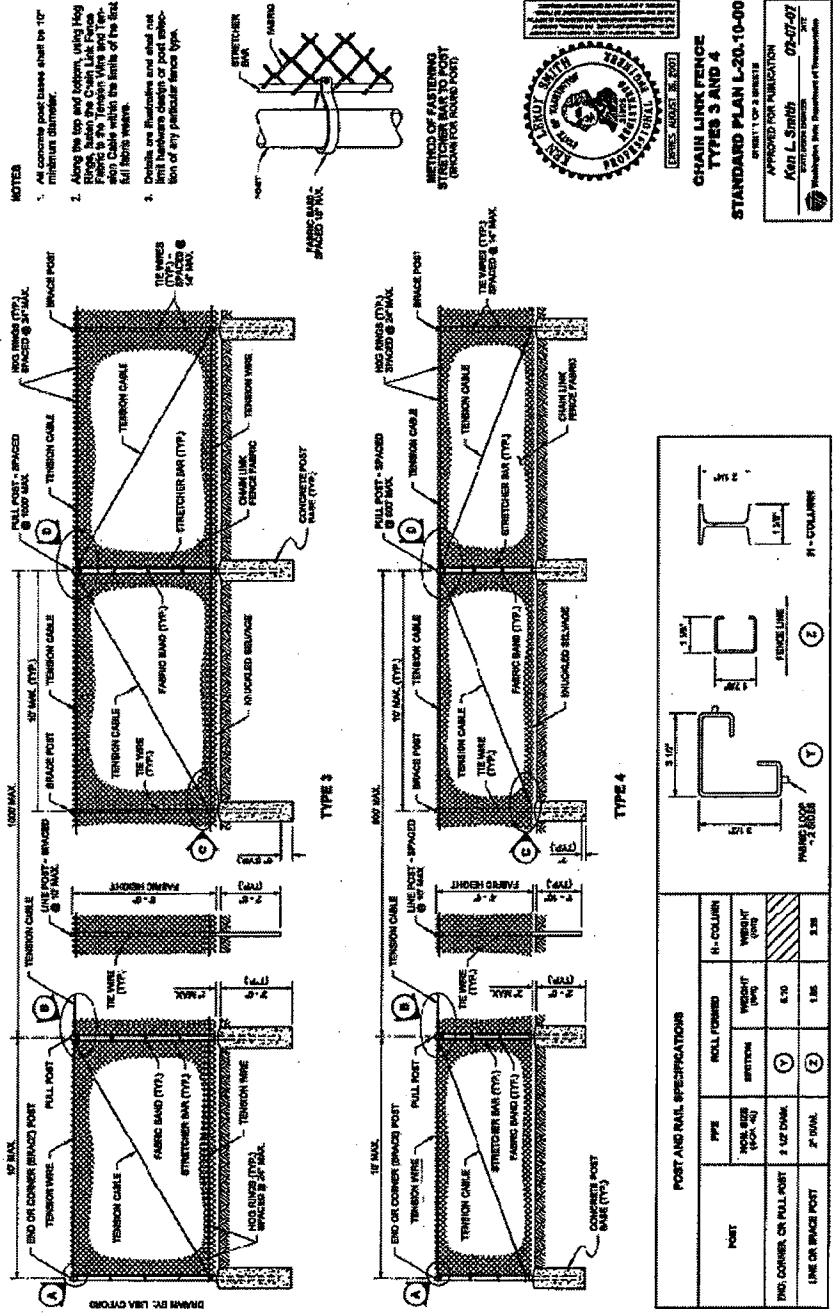
**ATTACHMENT C:**

Drawings Showing Proposed Future Modifications to Lagoon & Rail Line

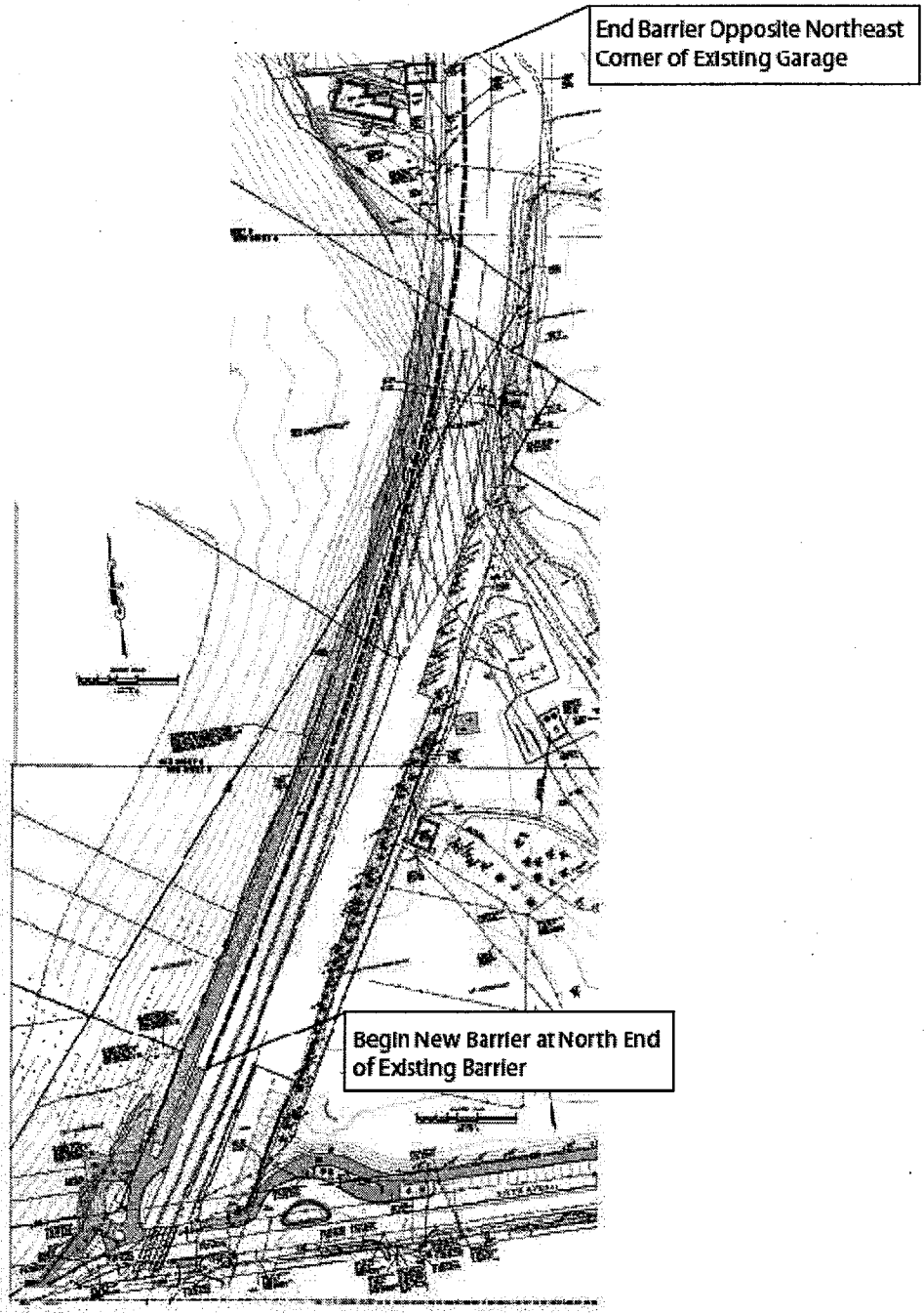


Figure 2-6 Aerial  
Rail Bridge  
Titlow Lagoon  
Tacoma, Washington

**ATTACHMENT D:**  
 Prototypical Fence Design Provided by WUTC



**ATTACHMENT E:**  
General Location of Proposed Safety Barrier / Fence



**ATTACHMENT F:**  
 Cost Estimate

Metropolitan Park District of Tacoma Pre-Design Concept Estimate					
<b>TITLOW PARK SOUTH ACCESS SAFETY BARRIER FENCE</b>					
Item	Quantity	Unit	Unit Price	Subtotal	TOTAL
<b>Fence Construction</b>					
5 ft. high 9 ga Chain Link Fence	1,100	lf	\$25.62	\$28,182	
Terminal Posts	2	ea	\$146.00	\$292	
Center Run Bracing	2	ea	\$146.00	\$292	
Add for conc. footings	112	ea	\$30.00	\$3,360	
Modify Drive at Narrowest Pont	1	LS	\$5,000.00	\$5,000	
Excavation & Cleanup	1	LS	\$5,000.00	\$5,000	
				\$0	
<b>TOTAL FENCE CONSTRUCTION</b>					<b>\$42,126</b>
<b>Other Contractor Costs</b>					
Mobilization		15%		\$6,319	
Field Coordinate w BNSF	5	days	\$500.00	\$2,500	
Contractor's Bond & Insurance		5%		\$2,106	
Contractor's O&P		20%		\$8,425	
				\$0	
<b>TOTAL</b>					<b>\$19,350</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST (Contractor's Bid Price)</b>					<b>\$61,476</b>
<b>Metro Parks project Costs</b>					
Design Costs		12%		\$5,055	
Other: Printing/ bidding/ advertising		2%		\$843	
Project-Related Communications Expense: Mailings, Announcements, Signs & Graphics		2%		\$843	
In- House Temporary Measures and Post- Construction Commissioning Reserve		20%		\$8,425	
					\$15,165
Construction Contingency		15%		\$6,319	
Washington State Sales Tax		9.3%		\$3,918	
					\$10,237
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>\$86,878</b>