

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, March 10, 2025 - 5:30 PM
Council Chambers

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

PRESENTATIONS

1. **Women's History Month Proclamation**
Presented to Jillian O'Block and Kim Anderson of the Gig Harbor Women's Co-op

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. **City Council Minutes: February 24, 2025**
2. **Approval of Vouchers: Check numbers 108038 through 108105 and ACH Payments in the amount of \$875,301.55.**
3. **Approval of Payroll: Checks number 8543 through 8544 and direct deposit transactions in the amount of \$626,090.27.**

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. **Deptment Updates**

BUSINESS ITEMS

1. Lease Amendment - YMCA Lease for Sports Complex Phase 1A

Suggested Motion: Move to authorize the mayor to execute the lease agreement with the YMCA for Phase 1A of the Gig Harbor Sports Complex.

- a. Staff Report: Parks Manager Jennifer Haro
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

2. Donation Agreement - Gig Harbor Commercial Fishermen's Club Donation to Homeport Project.

Suggested Motion: Move to authorize the mayor to execute the donation agreement between the City of Gig Harbor and the Gig Harbor Commercial Fishermen's Civic Club.

- a. Staff Report: Parks Manager Jennifer Haro
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

3. Cultural Access Program Discussion

Suggested Motion: Move to direct staff to prepare an ordinance establishing a cultural access program.

- a. Staff Report: City Administrator Katrina Knutson
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

STAFF REPORTS

1. Stormwater Management Program

NPDES Coordinator Michael Abboud

PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/ COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

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.

Oral comments may be made in person or by remote connection using the Zoom meetings platform. All persons giving oral public comment will be asked to state their name and whether or not they reside within Gig Harbor city limits. Commenters may verify if their home address is in city limits by visiting <https://www.gigharborwa.gov/451/City-Limits> or by consulting the city limits maps located on the podium or in the back of Council Chambers.

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

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

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

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

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

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

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

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played a unique role throughout the history of the nation by providing the majority of the volunteer labor force and were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our nation; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued in literature, teaching, and the study of American history; and

WHEREAS, American women have played leadership roles in Gig Harbor's own history;

NOW, THEREFORE, BE IT RESOLVED THAT, I, Mary Barber, Mayor of the City of Gig Harbor, Washington, do hereby proclaim March 2025 as

Women's History Month

and call upon all members of our community to honor the history, contributions, and achievements of women and to work together toward a future where every woman and girl can reach her full potential.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 10th day of March, 2025.



Mayor Mary Barber
City of Gig Harbor

MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, February 24, 2025 – 5:30 PM
Council Chambers

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

CHANGES TO THE AGENDA

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

MOTION: Move to approve the consent agenda (Woock/Henderson).

VOTE: Unanimously approved.

1. City Council Minutes: January 30 and February 10, 2025
2. Approval of Vouchers: Check numbers 107927 through 108037 and ACH payments in the amount of \$2,140,369.29
3. Purchase Authorization for Dump Body Plow and Equipment
4. Purchase Authorization for Sweeper
5. Purchase Authorization for Dump Truck Chassis
6. Professional Service Contract with Transportation Systems, Inc. for Wollochet/SR16 Westbound Turn Lane
7. Resolution 1331 Adopting the City's Fee Schedule

MAYOR'S REPORT Mayor Barber reported on:

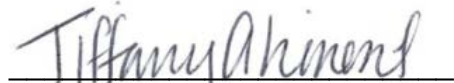
- Meetings with the Mayor
- City Action Days
- Local weather advisory
- Coffee with the Mayor

CITY ADMINISTRATOR'S REPORT City Administrator Katrina Knutson reported on:

- City's new communications manager

PUBLIC COMMENT ON NON-AGENDA ITEMS

ADJOURN The meeting adjourned at 5:40 p.m.



Tiffany Aliment
Assistant City Clerk



DEPARTMENT UPDATES

Wednesday, March 5, 2025

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

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

ADMINISTRATION

City Administrator Katrina Knutson

Gig Harbor-Key Peninsula Housing and Homeless Coalition Community Care Meeting: The Housing, Health, and Human Services (H3) Program Manager attended the recent Gig Harbor Housing & Homeless Coalition Community Cares meeting. There were 20 partner organizations present to discuss key updates, potential changes, and collaborative solutions. Partners shared program updates and highlighted opportunities for collaboration. Discussions focused on enhancing service coordination and addressing resource gaps. The meeting emphasized the need for continued collaboration to effectively address the region's housing crisis.

CDE Survey: The City of Gig Harbor's Community Diversity and Engagement (CDE) Mayoral Ad Hoc Committee launched a [community survey](#) to gather input from residents. This survey aims to capture community perspectives on local issues, programs, and opportunities to enhance engagement. The committee will collect and analyze the data to better understand residents' priorities and experiences, helping to shape future CDE Committee initiatives. Residents are encouraged to participate and share feedback to help build a more connected Gig Harbor.

Lunch and Learn: The recent Black History Month Lunch and Learn, hosted by the HR and H3 departments, featured a thought-provoking TED Talk presentation followed by a robust conversation. Participants engaged in thoughtful discussions on fostering equity in the workplace and beyond, leaving with a deeper appreciation for the impact of Black Americans on our communities.

COMMUNITY DEVELOPMENT

Community Development Director Eric Baker

The Department is in the throes of interviews for the Associate Planner, Senior Planner, and Principal Planner positions. We have received several applications from highly qualified individuals for each position and thank HR staff for their hard work screening, setting up interviews, and running references.

The Comprehensive Plan is reaching its conclusion with the public having a final opportunity to testify on two years of community engagement at the March 24 council meeting. Thank you to all city staff who participated in getting the document to where it is today.

Planning: At its February 27 meeting, the design review board reviewed the proposed design for Gig Harbor Fire & Medic One Station 51, which included two alternatives to specific requirements of the Design Manual. A recommendation for approval was provided by the board.

Planning Staff have begun work to address several code cleanup items that were identified by the team over the past few years. This has been a collaborative effort with all team members, and we look forward to presenting these amendments to the planning commission and city council in the coming months.

Planning Technician Cindy Andrews has announced she will retire March 31, following a 25-year career with the city. Over those 25 years, Cindy has held several positions with the city, beginning as a Temporary Receptionist. Cindy's dedication and hard work have greatly contributed to the department, and she will be deeply missed by her colleagues. We wish her all the best in her well-deserved retirement and the next chapter of her life. Please stop by and wish her well prior to her final day in the office on March 13.

Building: Finaled permits this reporting period include those for RM Homes on Sandin Lane, the Albertsons remodel at Gig Harbor North, and remodeling work at the Harbormaster Apartments. Permits were issued for work at Gig Harbor Boat Works, offices at 3519 56th, and additional work at Luccas Landing Marina.

Additionally, this year instead of attending division training in Lynwood at the WABO Educational Institute, many staff were able to participate virtually at Edu Code International. This excellent training provided by the International Code Council brings together experts in their fields to provide the most up to date and relevant training opportunities. The big bonus is that this virtual training saves the city in travel and lodging expenses.

Code Enforcement: In February, the city received four new code compliance cases, consistent with historical trends, as this month typically sees lower reporting. This lull provided staff with an opportunity to resolve existing cases and focus on identifying problematic code issues for effective enforcement.

The More You Know: Code pertaining to our streets and sidewalks, including the public right-of-way, can be found in [Title 12](#) of the Gig Harbor Municipal Code. This title contains, but is not limited to, encroachment permits, civil construction, and excavation.

COURT

[Court Administrator Stacy Colberg](#)

Announcement from Court Administrator Stacy Colberg: Court Clerk Maureen Cassese is retiring at the end of March. Her retirement plans include moving to Arizona to be closer to her family and enjoying the sunny, warm weather. I extend my heartfelt congratulations and gratitude to Maureen for her exceptional service and dedication over the past six years. Maureen has been a valued member of our team, consistently demonstrating professionalism, commitment, and strong work ethic. Her contributions have played a vital role in the success of our court and will leave a lasting impression for years to come. As Maureen embarks on this well-deserved retirement, on behalf of the entire court staff, I wish her all the best in her next chapter. Please join us in thanking

Maureen for her outstanding public service to our court and community. Maureen’s last day in the office will be March 21.

Caseload: The following caseload data is reported annually by the Administrative Office of the Courts for most of the District and Municipal Courts in Washington. You can find statewide caseload data on the Washington Courts website [here](#). In 2024, there were a total of 889 cases filed in Gig Harbor Municipal Court. This is up 22% from 2023 but remains below the pre-pandemic caseload totals in 2019. In 2024, parking violations increased 58% from the previous year. Questions about the caseload data should be directed to Court Administrator Stacy Colberg at <mailto:scolberg@gigharborwa.gov> or at (253) 853-7619.

Gig Harbor Municipal Court Cases Filed by Year							
	Infractions		Misdemeanors				
Year	Traffic	Non-Traffic	DUI/Phys Control	Other Traffic	Non-Traffic	Parking	Total
2024	343	3	20	96	195	232	889
2023	322	9	22	74	155	147	729
2022	183	0	23	77	122	45	450
2021	362	4	22	162	110	70	730
2020	335	11	35	158	174	35	748
2019	772	33	100	236	157	111	1409
2018	1147	55	98	329	203	94	1926

FINANCE

[Finance Director Dave Rodenbach](#)

No updates this week but stay tuned.

HUMAN RESOURCES

[Human Resources Director Shannon Costanti](#)

Advance Your Career: Looking to grow in your career? Check out the [current job opportunities](#) here at the city!

Position	Type	Status
Police Officer - Exceptional Entry	FT	Continuous
Police Officer - Lateral Entry	FT	Continuous
Water Operator Series	FT	Open until 3/5
Wastewater Operator Series	FT	Open until 3/12

Utility Billing Technician	FT	Cacilia Clemente starting 3/24
Communications Manager	FT	Lori Maricle starting 4/7
Associate Planner	FT	Closed - selection pending
Development Review Engineer	FT	Closed - selection pending
Principal Planner	FT	Closed - selection pending
Senior Planner	FT	Closed - selection pending
Utility Billing Technician	FT	Closed - selection pending

Well City Award: The Association of Washington Cities (AWC) recently released a list of the cities, towns, and other local governments that have earned the distinguished WellCity designation. We're thrilled to share that The City of Gig Harbor is among this year's recipients. This recognition is bestowed to entities that meet the AWC Employee Benefit Trust's stringent WellCity standards and demonstrate a commitment to employee health.

Employers that meet the WellCity standards earn a 2% discount on their medical premiums. Efforts to achieve this award are championed by the city's wellness committee. They coordinate meaningful health and wellness engagement and education events throughout each year. Wellness committee members in 2024 included:

Diane Bertram
Rebecca Blinkinsop
Kelly Brooks
Audra Burwell
Stacy Colberg
Jami Hoffman-Perron
Kerri Rowan
Nick Warter
Chloe Wiser



A complete list of the cities and public entities that earned this year's award can be found [here](#).

Best Commuter Business Award: Pierce County's Commute Trip Reduction program, Ride Together Pierce, recently announced The City of Gig Harbor as one of the county's Best Commuter Businesses of 2024. This designation recognizes Gig Harbor's commitment to reducing car congestion, fuel consumption, and air and water pollution in our region. This was accomplished through providing commuter benefits to our employees, engaging with our employees to promote sustainable transportation options, and successfully reducing the number of employees driving to work alone.

Ride Together Pierce works with local jurisdictions, employers, and schools to develop transportation solutions through



programming and marketing strategies. The Best Commuter Business leadership program recognizes employers' efforts to reduce drive-alone rates and provides employers with a roadmap to improve their commuter benefits. Strong commuter benefits attract and retain top talent, reduce employee parking demand, and demonstrate environmental responsibility. Supporting sustainable transportation options also assists with employers' equity efforts and aids the local economy.

[Learn more](#) about the Ride Together Pierce's Best Commuter Business program.

ITS

[Interim Information Technology Services Manager Nick Greyling](#)

No updates this week but stay tuned.

POLICE

[Police Chief Kelly Busey](#)

Hiring: The Civil Service Commission will convene this week with the prospect of certifying our hiring list of police officer candidates. This is the precursor to opening background investigations on these applicants. We hope to fill out our budgeted roster of 26 commissioned officers soon.

Nice Catch: On Friday evening, two suspects walked out of a local store with approximately \$2,000 in stolen merchandise. What they didn't know is that one of the items contained a tracking device. Working with other agencies, we located the suspects in another jurisdiction and the suspects were taken into custody. From the outside of their vehicle, our officers could see some of the stolen merchandise. The vehicle was impounded, and a search warrant was authorized to recover the property.

PUBLIC WORKS

[Public Works Director Jeff Langhelm](#)

Wastewater Operations: (1) Staff worked diligently on the renewal of the laboratory accreditation through the Department of Ecology. The renewal documentation is due March 6 and staff submitted on February 20. (2) Staff is preparing the scope, fee, and contract documents between the city and Advanced Industrial Automation (AIA) for the electrical design to upgrade the level control systems at lift stations 13 and 16. This will be an almost 2-year process to complete the design, order the materials, and install and integrate the new systems. (3) Staff is performing In-house Cartegraph Asset Management training. Thank you, Mike Simmons! (4) Staff has completed the purchasing requisition for the budgeted sonar gravity main line inspection equipment. This is the [Sewer RAT](#) equipment that staff has rented and used successfully for the past few years. (5) Staff has completed the replacement of the two failed variable frequency drives (VFDs) which operate the two polymer pumps make-up system within the biosolids production process. Without these VFDs, the city cannot remain cost effective when it comes to producing biosolids. (6) The city's fats, oils, and grease (FOG) program compliance efforts requires routine review with food service establishments to verify

code compliance. Staff currently has almost full compliance. (7) Staff is in the process of updating the wastewater treatment plant and lift station operation and maintenance manuals. This is valuable work, especially during emergency situations and when training new staff. Additionally, the Cartegraph Asset Management software helps staff to gain immediate and equipment-specific maintenance information. (8) Due to a recent sewage issue, staff is verifying private gravity sewer systems that are connected to the city's public sewer system and then updating documentation regarding who is responsible for the maintenance of these private systems. This information will be helpful for any future issues and will support staff's process to provide routine maintenance notifications to these private system owners. (9) Staff is preparing digester #4 for aeration pipe cleaning and diffuser replacement. Similar work was successfully completed by staff in January 2025.

Streets and Storm Operations: (1) Crews recently cleared a storm pipe in the Sunny Brae neighborhood that was blocked by roots. Clearing this pipe relieved a large area of ponding that was occurring in the development. (2) Staff is cleaning storm pipe along Skansie Ave. (3) Brandon Ruehl attended a Storm Pond LID course and has now begun utilizing what he has learned by starting these inspections of our storm ponds and presenting and training staff. Nice work, Brandon! (4) As you can imagine, crews were busy last week with the windstorm clean up and street sweeping. Despite the strength of the storm and amount of debris strewn across the city, the preparations made by Operations staff helped keep the city mostly unaffected by power outages. (5) Staff has been working hard to complete updates to the small and attractive items inventory list. All these items have been placed into Cartegraph and include pictures documenting its location at the Operations Shop.

Grounds and Facilities Maintenance: (1) Peter Frontiero studied and passed his EPA level 3 refrigeration license. This skill will allow the city to have a faster response to HVAC troubleshooting, while saving the city money. This includes tasks like supporting the recent repairs to the heat pump at Masonic lodge. (2) Crews have started prepping for the spring growth by weeding and fertilizing our parks and streetscapes. (3) Crews have been working on a massive cleanup of specific parks, including the Rohwer/BMX/Masonic Lodge areas of Crescent Creek Park and the little league fields.

Water Operations: (1) Dave Fischbach completed the first round of commercial backflow surveys of the highest hazard sites ([Table 13 as identified in WAC 246-290-490\(4\)\(b\)\(iii\)](#)). Dave is also working with the property owners to have corrective action completed and begin the process of contacting private well owners to identify necessary steps to gain compliance. (2) George Flanigan, Steve Andrews, and Dave Fischbach attended a backflow class in Tacoma during the week of February 24 presented by Department of Health regarding changes to their Annual Summary Reporting. (3) Staff started preparing for the annual activation of city owned backflow devices associated with the city's irrigation systems. This requires backflow testing for each of the more than 100 city devices. (4) Crews are working to complete the first-ever round of the city fire hydrant maintenance. Crews should have this completed in the next few weeks and will have visited approximately 1,061 fire hydrants. This has been a huge undertaking and has made our water system considerably better after finding and rectifying numerous issues with hydrants, including replacements or repairs. Great job George Flanigan, Steve Andrews, Dan Melton, and Connor Most for getting through this.

Sports Complex Phase 1B Naming: With the park getting closer to completion, staff is working through the naming process for Phase 1B of the Gig Harbor Sports Complex. Once city council authorized initiating the naming process, a form was available on the city's website for the public to submit ideas for a park name. The city received 24 submissions, which will be considered at the March 5 parks commission meeting. The parks commission will make a recommendation to city council, which will consider the recommendation at its March 13 study session. After that, council will consider a resolution at the next regular meeting, making the new park name official.

Capital Improvement Project Status Updates: For the most recent updates on the city's design and construction projects, see our online [CIP StoryMap](#).



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

Meeting Date: March 10, 2025

SUBJECT: Lease Amendment - YMCA Lease for Sports Complex Phase 1A

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: (253) 853-8253

SUGGESTED MOTION: Move to authorize the mayor to execute the lease agreement with the YMCA for Phase 1A of the Gig Harbor Sports Complex.

BACKGROUND INFORMATION: Since the original lease for Phase 1A of the Gig Harbor Sports Complex was signed in May of 2021, there have been several adjustments to the lease that require revisions. City staff and the YMCA have met several times over the last year to discuss lease provisions. Some of the smaller adjustments include:

- The restroom/concession building is being built on Phase 1B, rather than 1A
- A proposed Recreation and Conservation Office (RCO) grant that was mentioned has expired
- The proposed timeline for construction has shifted
- A state appropriation for the project of \$199,820 will pass through the city to the YMCA for construction costs
- A reallocation of a Pierce County appropriation from 2023 will be dedicated to the project

The largest change is that the city has proposed donating \$2 million in Hospital Benefit Zone (HBZ) funds to the construction of Phase 1A. In the original agreement, the city would own the land, and the YMCA would own the improvements, with an option for either entity to buy out the other one at the end of the lease. However, the additional \$2 million shifts the balance of the lease agreement in ways that need to be addressed so that they don't constitute a gift of public funds. To address this issue, the City will take ownership of the parking lot and associated landscaping and driveways upon completion of the project, but the YMCA will be in charge of maintaining the entire site.

This would constitute a public improvement and meets the intent of HBZ regulations.

City council generally supported the proposed changes at the October 17, 2024, study session and directed staff bring the revised agreement to a regular meeting for approval. At the study session, council expressed opposition to a YMCA proposal to add a provision in the lease to cost-share any repairs to the site over \$100,000. They have since agreed to drop that provision.

FISCAL CONSIDERATION:

Expenditure Required: \$ 2,319,820	Amount Budgeted: \$ 2,319,820	Appropriation Required: \$ N/A
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ATTACHMENTS:

1. YMCA Lease 2025 Final

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2 - Ensure sustainable future for public services and facilities

Gig Harbor YMCA Sports Complex Lease Agreement

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LEASE AGREEMENT

THIS LEASE (this “**Lease**” or “**Agreement**”) is made and entered into this _____ day of _____, 2025, by and between the City of Gig Harbor, Washington, a municipality of the State of Washington (“**Landlord**” or “**City**”), and YMCA of Pierce and Kitsap Counties, a nonprofit corporation organized and existing under the laws of the State of Washington (“**Tenant**” or “**YMCA**”).

RECITALS

- A. Landlord and Tenant entered into that certain Lease Agreement, dated May 10, 2021 (the “Original Lease Agreement”) and this Amended and Restated Lease Agreement dated _____, 2025 (the “Effective Date”) hereby amends and replaces the Original Lease Agreement in its entirety (the “Lease Agreement”).
- B. Landlord owns certain real property located in Gig Harbor, Washington consisting of approximately twenty (20) acres (the “**Property**”). The Property is legally described in **Exhibit A-1**.
- C. Tenant is a nonprofit organization headquartered in Tacoma, Washington. Among others, it owns and operates the Tom Taylor Family YMCA and its eleven (11) acres and its facility adjacent to the Premises (collectively, the “**YMCA Property**”).
- D. Landlord intends to develop or have developed approximately nine (9) acres of its Property (the “**Sports Complex Area**”) into a public and private sports complex (the “**Sports Complex**”) that would serve the Gig Harbor community. The development efforts of the Sports Complex Area for the Sports Complex is referred to herein as the “**Project**.”
- E. Tenant desires to lease from Landlord, and Landlord desire to lease to Tenant, a portion of the Sports Complex Area of the Property, upon which the YMCA will develop a portion of the Sports Complex Area with certain phased improvements (described below), and this portion will be referred to herein as the “**Premises**”, which is outlined on **Exhibit A-2**, attached hereto and incorporated herein by this reference and made a part hereof.
- F. The first phase of improvements to the Premises will consist of two (2) synthetic turf playfields approximately 360’ x 210’ each, with field lighting, fencing around the turf playfield, 100 surface parking stalls, ingress and egress driveways and curb cuts (collectively, the “**Phase 1A Improvements**”). The Phase 1A Improvements are more fully described in **Exhibit B**, attached hereto and incorporated herein by this reference and made a part hereof.
- G. The Phase 1A Improvements will be developed during what will be commonly referred to as “**Phase 1A**” of the Project with funding from the City as well as private efforts of Tenant.
- H. Landlord will, within 60 days of when the YMCA secures \$4 million toward the Phase 1A project, contribute \$2 million City Hospital Benefit Zone dollars in a manner allowed by law for the certain specific elements of the project which the City will own and included within the scope of this lease to the YMCA and a \$120,000 Pierce County Council REET appropriation as well as an anticipated \$199,820 State of Washington legislative appropriation to the Phase 1A project on a timeline as allowed by such funding (collectively, the “**City Funding**”).
- I. The Project is anticipated to cost a minimum of \$7 million dollars (“Project Cost”). Approximately \$2.3 million of the City Funding will be paid by the City of Gig Harbor as described in Recital H above, and the remaining amount of the complete Project Costs will be funded by the YMCA through fundraising and other sources.
- J. Landlord has the authority to lease the Premises to Tenant, and Tenant has agreed to lease the Premises from Landlord, for a minimum of thirty-five (35) years, and Tenant shall have three (3)

options to renew the lease for additional twenty (20) year periods each, provided, a key term of such extensions will be that the lease shall have a nominal rental fee for each year of each renewal period, as consideration for the public benefit that is provided by the YMCA in leasing, operating, and maintaining the Sports Complex according to the terms of the Services Agreement.

- K. Tenant has agreed to construct the Project and operate and maintain the Sports Complex on the conditions set forth herein and in the Services Agreement.

NOW, THEREFORE, Landlord and Tenant hereby agree to the following terms and conditions:

- A. Recitals. All of the above Recitals A through I are incorporated herein by this reference as if first stated herein.
- B. Description. For and in consideration of Tenant's covenant to pay the rental and other sums provided for herein, and the performance of the other obligations of Tenant hereunder, Landlord leases to Tenant, and Tenant leases from Landlord the Premises situated in the County of Pierce, State of Washington, described more particularly in Exhibit A-2, for the purpose of the construction and development of a sports complex and the subsequent maintenance and operation thereof (the "**Permitted Use**"). During the Term of the Lease Tenant will design, develop and construct the Phase 1A Improvements. Landlord shall deliver to Tenant the Premises in its as-is condition.
- C. Term and Extensions.
- a. This Lease is effective on _____, 2025 (the "**Commencement Date**"). This Lease shall continue from and after the Commencement Date until midnight on the date that is thirty-five (35) years after the Commencement Date (the "**Initial Term**"), and the Lease term may be extended according to the provisions herein.
 - b. Tenant is entitled to possession of the Premises on the Commencement Date.
 - c. The YMCA may extend the Lease for up to three (3) renewal periods of twenty (20) years each (each, an "**Extension Period**"). At least 180 days prior to end of the then current Lease term, the YMCA shall have the option to exercise, by written notice to the City (the "**Extension Notice**"), an Extension Period. If the YMCA intends to propose any changes to the terms of the Lease at that time, they shall be included with the Extension Notice, which changes shall be subject to the City's approval. A key term of any and all such Extension Periods, which is hereby approved and not subject to further City approval, however, is that the YMCA will always be able to lease, during each proposed Extension Period, the Premises for a nominal rental fee each year of each Extension Period as consideration for the public benefit that is provided by the YMCA to the City in leasing, operating, and maintaining the Sports Complex according to the terms of the Services Agreement. Any changes to the Lease at any time will require the parties' mutual agreement in writing, with the proper authority and signed by the parties to be bound. The City of Gig Harbor's City Council shall decide on any changes proposed in the Extension Notice in writing at least 90 days prior to end of the then current lease term (the "**Determination Notice**"). In addition to Tenant's ability to propose changes in an Extension Notice, Landlord may also propose changes in the Determination Notice prior to the commencement of any Extension Period. Any changes to the Lease will be made in the form of an amendment to the Lease within 30 days of the issuance of the Determination Notice. The Parties must agree in writing to the amended terms of the

lease for any Extension Period to commence. If the Parties are unable to agree to such amended terms, the lease shall terminate at the end of the then-current period.

- d. If the Parties agree upon an Extension Period, Landlord and Tenant shall prepare a notice thereof in recordable form and cause the same to be recorded in the then applicable recording office of Pierce County, State of Washington. Upon exercise of this option, "**Term**" as used herein shall include the exercised Extension Period.

D. Termination.

- a. This Lease, or any then current lease Extension Period, automatically terminates at the expiration of the then current lease Term unless the Extension Notice has been timely submitted to the City. In the event that either party proposes changes to the Lease prior to the Extension Period as allowed in Section C above, the YMCA shall be entitled to continue the Lease on a month-to-month basis past the then current lease expiration date under the terms of the then current Lease until the proposed changes are resolved and an Extension Period is agreed upon by the parties.
- b. In the event that the City's Determination Notice denies the changes proposed, the City shall state the reasons therefor with particularity and provide an opportunity for the Tenant to terminate the Lease in writing with notice to the City or, propose new or different terms, either of which shall be elected within ten (10) days of receipt of the City's Determination Notice, and if the YMCA proposes further changes, the City shall make a decision on such proposed changes within thirty (30) days of receipt thereof.
- c. If the lease expires or terminates at the end of the Initial Term or at the end of any Extension Period, the ownership of the Tenant constructed and owned Phase 1A Improvements will convert to ownership of Landlord, and Tenant shall provide a bill of sale documenting such ownership.

E. Representations and Warranties.

- a. *Landlord's Warranties.* Landlord represents and warrants that:
 - i. The title to the Premises is vested in Landlord, subject to no defects or encumbrances except as set forth on Exhibit C attached hereto and incorporated herein by this reference.
 - ii. Except for liens or encumbrances created by or through Tenant that are the responsibility of Tenant under this Lease, Landlord shall not, after the date hereof, agree to or create any liens or encumbrances on the Premises which are not specifically stated in writing to be subordinate to this Lease and to any amendments or modifications hereto. Landlord shall, at or prior to the Commencement Date, cause the Premises to be free of all liens and encumbrances except as shown on Exhibit C.
 - iii. Landlord has the authority to enter into this Lease subject to the approval of the Gig Harbor City Council and its execution and delivery by Landlord has been duly authorized by Gig Harbor City Council; and,
 - iv. Landlord will provide the City Funding on the timeline described above.
 - v. Tenant shall at all times during the Term of this Lease have the right to peacefully and quietly have, hold and enjoy the Premises and Phase 1A Improvements, subject to the terms of this Lease.
 - vi. Landlord has provided to Tenant copies of all environmental and soils reports ("**Reports**") and land surveys in the possession of Landlord, as listed on Exhibit D

hereto, to the extent related to the Premises. Landlord has no actual knowledge of any environmental or soils conditions affecting the Premises except as set forth in those Reports and is not aware of any Hazardous Materials present on the Premises in any material amount, or any violation of any Environmental Laws, or any requirement to remediate any environmental condition. Tenant shall make its own investigation of the condition of the Premises prior to the Commencement Date. In the event any soils conditions require environmental remediation as the result of the discovery of Hazardous Materials (as defined below) after the Effective Date, but prior to substantial completion of the Phase 1A Improvements to the Project, Landlord shall, at Landlord's sole discretion, either: (i) pay for any legally required remediation; or (ii) reimburse Tenant for all reasonable, out-of-pocket funds expended for design and construction of the Project and terminate this Lease. As used herein, "**Hazardous Material**" means any hazardous or toxic substance, material, waste or similar term which is regulated by local authorities, the state of Washington and/or the federal government, including, but not limited to, any material, substance, waste or similar term which is: (i) defined as a hazardous material under the laws of the state of Washington; (ii) defined as a hazardous substance under section 311 of the federal water pollution control act (33 U.S.C. §1317); (iii) defined as a hazardous waste substance under section 101 of federal resource conservation and recovery act (42 U.S.C. §6901 et. Seq.); (iv) defined as a hazardous waste substance under section 101 of the comprehensive environmental response, compensation and liability act, (42 U.S.C. §9601 et. Seq.); (v) defined as a hazardous waste or toxic substance, waste, material or similar term in any rules and regulations, which are adopted by any administrative agency including, but not limited to the environmental protection agency, the occupational safety and health administration, and any such similar state or local agency having jurisdiction over the Property whether or not such rules and regulations have the force of law; or (vi) defined as a hazardous or toxic waste, substance, material or similar term in any statute, regulation, rule or law enacted by local authorities, the state of Washington, and/or the federal government and in each case such hazardous or toxic substance is present in quantities or amounts requiring remediation.

b. *Tenant's Warranties.* Tenant represents and warrants that:

- i. Tenant has the authority and power to enter into this Lease and perform its obligations herein;
- ii. The execution and delivery by Tenant of this Lease has been duly authorized and the person authorized to execute this Lease on behalf of Tenant has been duly authorized to do so;
- iii. Tenant will operate the Premises and Phase 1A Improvements in accordance with all of the provisions of this Lease and the subsequent Services Agreement;
- iv. Tenant will comply with local, state, and federal law and will obtain all necessary permits for any improvements or operations at the Premises;
Tenant will use commercially reasonable and diligent efforts to fully and completely fund the Project and complete construction of Phase 1A of the Gig Harbor Sports Complex no later than December 31, 2025, or such later date as mutually agreed in writing by Landlord and Tenant.

- F. Rental Payment. During the Initial Lease Term, and each of the Extension Periods unless mutually agreed to otherwise, Tenant covenants and agrees to pay Landlord in equal monthly installments, on or before the Commencement Date, and continuing on the first anniversary of the commencement date thereafter, the sum of One Dollar (\$1.00) (the “Rent”). Rent and other sums to be paid by Tenant shall be payable in lawful money of the United States of America. All payments shall be made by Tenant to Landlord without notice or demand, deduction or offset, at such address as Landlord may specify. Tenant may prepay all monthly rent due for the then current term at the outset of the term.
- G. Community Benefit Provided. For the duration of the Lease and any extension thereto, Tenant will provide the following community benefits to the City and its residents including:
- Affordable rental fees and program rates as further described in this Lease as well as the Services Agreement.
 - Financial assistance to those residents/households meeting the United States Department of Health and Human Services Poverty Guidelines to participate in YMCA programs and activities as well as for rental of the facilities.
 - Provide designated times/hours for free public use of the improvements.
 - Work in collaboration with the City and other community agencies to host free public or special events on the improvements.
 - Clean and maintain the parking lot (D3 and D6) and internal and perimeter landscaping within the Phase 1A Improvements.
- H. Services Agreement. Prior to the substantial completion of construction of the Phase 1A Improvements for any purpose the Parties must enter into the Services Agreement which will outline the structure for the use, maintenance, and control of the Phase 1A Improvements for both the Tenant’s and the public’s use. The Services Agreement must include, but is not limited to, the following terms:
- General Public Use.* The general public shall be allowed to use the Phase 1A Improvements subject to reasonable time, place, and manner restrictions. At minimum, any time the Phase 1A Improvements are not being utilized by Tenant for programming or are not otherwise reserved, the Phase 1A Improvements shall be open to the general public. City must approve the days and hours which the Premises will be available for Public use. The structure for public use and the extent of public use of the Premises will be defined in the Services Agreement and approved by the City.
 - Scheduling.* Tenant will provide its internet-based field/team management software, *PlayerSpace* or equivalent, to enable individuals and families, local sports groups, other community groups, and the general public the ability to reserve use of the fields. Reservations can also be made by contacting Tenant’s Field Coordinator (to be hired/assigned by Tenant prior to the Phase 1A Construction Completion Date). All scheduling and management of field use is the sole responsibility of Tenant. Tenant will provide view-only access to these systems to the City.
 - Maintenance.* At all times during the Lease Term, or any extension thereof, Tenant shall keep and maintain the Premises and all of the Phase 1A Improvements, including those elements owned by the City and leased to Tenant, in good order, condition and repair at Tenant’s sole expense. Landlord shall be solely responsible to keep and maintain the Phase 1B Improvements in good order, condition and repair at Landlord’s sole expense. Provided, Tenant is not required to complete such maintenance if the Premises or Phase 1A Improvements are damaged by any negligence or intentional act of Landlord, or

Landlord's agents or employees. The fields must be able to meet the minimum field condition standards required to host tournaments as specified by the Washington State Interscholastic Athletic Association or other appropriate standards for the majority of user groups. The City of Gig Harbor City Administrator or his/her designee and Tenant will annually review the maintenance and condition of the facilities against the standards established therefor by the mutual agreement of the parties hereto. The Services Agreement may establish further specific requirements of frequency and type of maintenance of the Phase 1A Improvements. Failure to properly maintain and repair the Phase 1A Improvements is a material breach of this agreement.

- d. *Public Coordination.* Tenant will coordinate with local sports and community groups to schedule and coordinate field rentals. Tenant will provide the City with a list of all users quarterly and/or upon request.
- e. *Use Rates.* Tenant will consider utilizing field rental fee rates established by Peninsula School District or other comparable market rates for similar facilities. The parties understand there may be instances where varying from this schedule may be necessary. These rates will be reviewed annually by the City of Gig Harbor Parks Manager, and must be approved by the Mayor or his/her designee once per year.
- f. *Field Coordinator.* Tenant will hire/assign a Field Coordinator for the duration of the agreement to oversee day-to-day cleaning, maintenance, and scheduling. The Field Coordinator, or an assigned staff person, will be responsible for enforcing the field rules and ensuring compliance with the reservation schedule. Tenant will also monitor the facilities during non-programmed/open times for misuse of or damage to the facilities.
- g. *Rules for All Users.* To protect the quality of the synthetic turf fields and provide a healthy and clean environment, Tenant will establish rules for all users that may prohibit pets (except those to assist persons with disabilities), sports/energy/soft drinks, coffee and tea, alcohol, snacks, food, glass containers, sunflower seeds, gum, tobacco or vaping products, fireworks or open flame, bicycles, metal cleats or spikes, golfing, shot putting, javelin, discus throwing, unauthorized use of model planes and rockets (including drones), stakes, spikes, and other pointed objects, from the synthetic turf fields. Signage prohibiting these uses will be posted at all field entry points. Tenant is responsible for the enforcement of all rules of use.
- h. *Insurance for Phase 1A Improvements.* Tenant will maintain appropriate insurance covering all of the Phase 1A Improvements including, but not limited to: building and outdoor property (includes synthetic turf fields, bleachers, fences, etc.), equipment, and replacement cost valuation.
- i. *Capital Reserve Fund.* Immediately upon Commencement of this Lease Tenant shall establish a separate, interest-bearing Capital Reserve Fund. The Capital Reserve Fund shall be maintained at a level mutually agreed to by the Parties and will support the maintenance, repair, and replacement of the Phase 1A Improvements for the duration of the Lease Term and any extension thereto. The fund level established must be sufficient to address both short-term as well as long-term needs. All rental fees collected by Tenant for use of the Premises for any non-Tenant activity and all donations or sponsorships received by Tenant not directly used for the construction of the Phase 1A Improvements shall be placed into the Capital Reserve Fund. The City of Gig Harbor City Administrator or his/her designee and Tenant will review the status of the Capital Reserve Fund annually, including but not limited to the amounts contributed, used, and any surpluses available. Surplus Capital Reserve funds are those funds above the required Capital Reserve Fund level established by the Parties. Amounts in the Capital

Reserve Fund that are considered surplus shall be reinvested in the Phase 1A Improvements or, if no such reinvestment is possible or beneficial, reinvested into the General Public's use of the facilities through reduced rental rates or other similar uses. Reinvestment in the Phase 1A Improvements does not include reimbursement to Tenant for the initial costs incurred in constructing those improvements.

- j. *Donations.* Tenant may offer sponsorship opportunities to individuals or businesses that wish to donate funds to support the ongoing operation, maintenance, and replacement of the Phase 1A Improvements. All such donations shall be placed into the Capital Reserve Fund unless received and used for the initial construction of the Phase 1A Improvements. Tenant shall inform the City of Gig Harbor City Administrator in advance of any proposed sponsorship which includes any sign or naming right. The facility shall be named the Gig Harbor Sports Complex with any naming right being a ribbon above the main sign. The City has the right to reject any sign or naming right if it believes such is not in the best interests of the Gig Harbor community.

I. Construction of Phase 1A Improvements.

- a. *Commencement.*
 - i. Tenant will commence construction of the Phase 1A Improvements only upon satisfaction of the following conditions:
 - 1. Receipt of all applicable permit(s);
 - 2. The approval of the YMCA's Board of Directors;
 - 3. City will review and approve the construction documents for consistency with this lease agreement; and,
- b. *Completion Date.* Design, development, and construction of Phase 1A Improvements is entirely the responsibility of Tenant and must be completed no later than December 31, 2025, or such other date mutually agreed to in writing by Landlord and Tenant.
- c. *Ownership.* The Phase 1A roads, parking lot, sidewalk and trail improvements are exclusively the property of Landlord upon completion of construction of such improvements, as shown in Exhibit B. A bill of sale will be delivered by YMCA to City upon completion of construction of the roads, parking lot, sidewalk and trail improvements for such Phase 1A improvements (the "BOS Items"). The BOS Items within the Premises shall be included for no additional cost of expense, in what is leased to Tenant under the terms of this Agreement. Tenant shall own all other Phase 1A improvements constructed by Tenant, including fields, turf, lighting, storage building, etc. through and until the expiration of the Lease (including any exercised option periods), at which time, the ownership of the Tenant-owned Phase 1A Improvements will automatically become the property of the Landlord.
- d. *Permits.* Tenant shall be responsible for obtaining any and all applicable permits for all work associated with improvements on the Premises, including but not limited to the Phase 1A Improvements. YMCA submitted to the City all land use permit applications necessary for the development of Phase 1A. If either Landlord or Tenant decides to terminate this agreement, Landlord is entitled to a copy of all design and permitting documentation generated up until that point upon payment to Tenant of the documented cost thereof. Landlord may forgo the option to obtain and pay for a copy of the design and permitting documentation and instead proceed without receiving such materials. Ownership of the design and permitting documentation will likely remain with the vendor of services (i.e., the architect, surveyor, engineer) and City understands and acknowledges that if it wants to have the benefit of such material, it may have to

negotiate the same directly with the vendors. Notwithstanding, the YMCA will assign its interest in the material, if any, to the City, subject to the rights and interests of the respective vendors who prepared them and the assignability thereof.

- e. *Prevailing Wage.* Tenant will solicit bids from highly-qualified local general contractors to construct the Phase 1A Improvements. Tenant must comply with all applicable prevailing wage requirements for City public works projects unless they are able to demonstrate that they are exempt from prevailing wage requirements and shall adhere to all applicable federal, state, and local laws.
- f. *Inspections.* During Tenant's construction of the Phase 1A Improvements, Landlord may, during normal business hours, be entitled to make such inspections as Landlord deems reasonably necessary, provided that the inspection is scheduled at least 48 hours in advance with the Tenant, the scope of the inspection is included in detail in the scheduling notice, Landlord is accompanied by a Tenant representative at all times during the inspection, Landlord follows the Tenant's protocols for onsite safety during visitation, Landlord carries its own property and liability insurance that will insure against any damage caused by Landlord's inspection, and Landlord shall indemnify Tenant against and hold Tenant harmless from any claims, liens, causes of action, or obligations by persons or entities not a party to this Lease which arise out of or are in any way related to Landlord's inspection at, on or under the Property. The City, as the permitting agency, shall have access to the Phase 1A Improvements consistent with the Gig Harbor Municipal code and the permit requirements.
- g. *Funding.* Tenant is entirely responsible to fund all of the Phase 1A Improvements in excess of the City Funds.
- h. *Landlord Contributions to Phase 1A Improvements.* Landlord commits to contributing the following elements to the Phase 1A Improvements at its sole cost and expense:
 - i. Landlord will provide the City Funding within 60 days of the Tenant securing \$4 million for the Project Costs. City Funding shall be used to construct the Phase 1A roads, parking lot, sidewalk and trail improvements. Upon completion Tenant shall provide a bill of sale to Landlord for the listed improvements. Those improvements remain as a part of this Lease.
 - ii. The sewer line between the restrooms, including the connection in Harbor Hill drive, which will be completed in conjunction with Landlord's construction of Phase 1B,
 - iii. The water main between McCormick Creek Drive and Harbor Hill Drive and all fire hydrants on Phase 1B connected to that water main,
 - iv. Landlord will coordinate with Tenant to provide access to and use of the Phase 1B facilities and amenities such that Tenant can operate existing levels of Tenant programming and existing levels of general public use until such time as the synthetic turf fields are available.
 - v. To ensure that there are operational restrooms serving the Phase 1B project, Landlord will design and construct, at Landlord's cost, the concession stand/restroom structure and will build out the restroom to a functional state on the same timeline as the Phase 1B project.

J. Phase 1B Obligations.

- a. *Phase 1B Improvements.* The Phase 1B Improvements generally include event lawn, playground(s), bocce ball, pickleball courts, restrooms with concession stand and associated parking. These Phase 1B Improvements fall entirely outside the leased

Premises and Tenant has no rights or privileges as it pertains to the Phase 1B Improvements stemming from this Lease.

- b. *Construction of Phase 1B.* Landlord is exclusively responsible to complete all elements of Phase 1B, including but not limited to the clearing, grubbing, and grading and related erosion control to the subgrade, at its sole cost and expense. The remainder shall be completed no later than the Phase 1A Improvements Construction Completion Date (the “**Phase 1B Improvements Construction Completion Date**”). At all times until such Phase 1B Improvement work is completed, the City shall provide, at its sole cost and expense, adequate, safe, and ADA accessible pedestrian access from the Tom Taylor Family YMCA facility parking lot through or around Phase 1B Improvement work area, to the Phase 1A Improvement work area. The Phase 1B Improvements Construction Completion Date may be further modified by mutual written agreement of the Parties as needed to address further phasing and/or requirements of funding for the Project.
 - c. *Ownership.* The Phase 1B Improvements are exclusively the property of Landlord.
 - d. *Funding.* Landlord is entirely responsible for all funding of the Phase 1B Improvements.
- K. Damage and Reconstruction. In the event any aspect of the Phase 1A Improvements are damaged or destroyed following the Commencement Date, Tenant shall repair, restore or reconstruct the Phase 1A Improvements so as to restore the Phase 1A Improvements to the condition as it existed immediately prior to such damage or destruction, as nearly as practicable in full compliance with all legal requirements; provided, however, that Landlord shall be responsible for any damage caused by Landlord. Modifications may be made to conform to applicable laws, rules and regulations or available means of construction. Only when insurance proceeds fail to cover full reconstruction of the Phase 1A Improvements, Tenant may choose to use the Capital Reserve Funds to further cover the reconstruction. At that point if the insurance proceeds along with the capital reserve funds are insufficient to reconstruct the Phase 1A Improvements, Tenant may restore the Premises to the condition it was in prior to the Commencement Date and this Lease shall automatically terminate when the restoration to pre-Commencement Date condition is complete with the capital reserve fund going to Landlord.
- L. Utilities. Tenant shall pay or cause to be paid when due, and shall indemnify, protect and hold harmless Landlord and the Premises from all charges for public or private utility services to or for the Premises during the Term, including but not limited to, all charges for heat, light, electricity, water, gas, telephone service, garbage collection and sewage. Landlord agrees storm drainage is not separately metered and storm drainage charges will be apportioned to Tenant by Landlord.
- M. Taxes and Assessments. Tenant shall pay when due each and every one of the following (unless exempted, as may be allowed by law):
- a. All real property taxes or payments in lieu thereof due with respect to the Premises or any portion thereof;
 - b. Taxes due or which may be due upon or with respect to the leasehold estate created by this Lease, or the rents payable or paid by Tenant to Landlord, including any business and occupation taxes and leasehold excise taxes, but excluding any tax measured by net income;
 - c. All taxes imposed on or with respect to personal property and intangibles located in or used in connection with the Premises;
 - d. All assessments for public improvements or benefits which are assessed during the Term pertaining only to the Tenant’s improvements, and similar assessments and charges that

- pertain only to the Tenant's Improvements; provided however, that if such assessments pertain to the Sports Complex, then in proportion based on the taxable value of each portion thereof (i.e., one portion may be income generating and another may not); and
- e. All other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including interest and penalties thereon), which at any time during or in respect of the Term may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon the Premises or any part thereof, or any estate, right or interest therein, or any occupancy, use or possession of or activity conducted on the Premises or any part thereof.
 - f. Tenant at its sole cost and expense may by appropriate legal proceedings conducted in good faith and with due diligence, contest the amount or validity or application, in whole or in part, of any Imposition or lien therefor, or any other lien, encumbrance or charge against the Premises arising from work done or materials provided to or for Tenant, if:
 - (a) such proceedings suspend the collection thereof from Landlord, Tenant and the Premises, unless Tenant has furnished security as provided in section (b) below; (b) Tenant shall have furnished such security, if any, as may be required in the proceedings or is reasonably satisfactory to Landlord; and (c) Tenant shall give Landlord reasonable notice of, and information pertaining to, such contest and regular progress reports with respect thereto. Tenant shall indemnify, protect and hold harmless Landlord and the Premises from any lien or liability with respect to any such Imposition or contest thereof, including all costs and expenses related thereto.

N. Indemnification.

- a. The City agrees to indemnify, defend, save and hold harmless the YMCA, its officials, employees, volunteers, and agents from any and all liability, demands, claims, causes of action, suits or judgements, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to the maintenance, use and occupancy of the Facility by the City, its agents, servants, employees or invitees as stipulated in the contract, except those damages solely caused by the gross negligence or willful misconduct of the YMCA, its officials, employees, volunteers, and agents.
- b. The YMCA agrees to indemnify, defend, save and hold harmless the City, its officials, employees, volunteers, and agents from any and all liability, demands, claims, causes of action, suits or judgements, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the design, development, construction, or use of the Facility by the YMCA, its agents, servants, employees or invitees as stipulated by the contract, except for those damages solely caused by the gross negligence or willful misconduct of the City, its officials, employees, volunteers, and agents.

O. Insurance.

- a. The City shall procure and maintain, without cost or expense to the YMCA, on or before the commencement date of this Agreement and throughout the Agreement term or as long as the City continues to use the Premises, commercial general liability insurance on a form equivalent to the ISO CG 00 01, or equivalent self-insurance coverage, covering bodily injury, personal injury, and property damage arising out of and relating to the general public's use of the Premises outside of any YMCA programming or use with

liability limits of not less than \$1,000,000, per occurrence, \$2,000,000 annual aggregate. The City shall provide the YMCA with a certificate or certificates providing evidence of such coverage, within ten (10) days of the execution of this Agreement.

- b. The YMCA shall procure and maintain, without cost or expense to the City, on or before the commencement date of this Agreement and throughout the Agreement term or as long as the YMCA remains in possession of the Premises, commercial general liability insurance on a form equivalent to the ISO CG 00 01, covering bodily injury, personal injury, and property damage arising out of the design, development, construction or use of the Premises by the YMCA, its agents, servants, employees or invitees, and including as additional insureds the City, its agents, servants, employees or invitees, with liability limits of not less than \$1,000,000, per occurrence, \$2,000,000 annual aggregate. These same insurance requirements will be required of any contractor and subcontractors the YMCA hires for design, construction, or maintenance of the improvements. At the YMCA's option, the YMCA may also procure abuse and molestation, workers' compensation, automobile, and professional liability insurance coverage on terms acceptable to the YMCA.
 - c. The YMCA's insurance shall be written on an "occurrence form", with a company that has a current A.M. Best rating of at least "A:VII" or better and licensed to do business in the State of Washington. The City shall be included by endorsement, or blanket policy language, as an additional insured on the YMCA's commercial general liability policy or policies. The YMCA shall not cancel or modify any policies for any reason without fifteen (15) days prior written notice to the City. The YMCA shall provide the City with a certificate or certificates of such insurance, including the required endorsements, within ten (10) days of the execution of this Agreement. The YMCA's insurance coverage shall be primary insurance with respect to the City for matters addressed under N.b., of this Agreement. Any insurance, self-insurance, or insurance pool coverage maintained by either party otherwise shall be primary and non-contributory. The City shall not waive the City's right to subrogation against the YMCA's insurance coverage.
 - d. The City's insurance shall be written on an "occurrence form". The City shall not cancel or modify any policies for any reason without fifteen (15) days prior written notice to the YMCA. The City shall provide the YMCA with a certificate or certificates of such insurance, including the required endorsements, within ten (10) days of the execution of this Agreement. The City's insurance coverage shall be primary insurance with respect to the YMCA for matters addressed under N.a, of this Agreement. Any insurance, self-insurance, or insurance pool coverage maintained by the YMCA shall be in excess of the City's insurance and non-contributory. The YMCA shall not waive the YMCA's right to subrogation against the City's insurance coverage.
- P. Compliance with Laws. Tenant shall at all times during the Term of this Lease, at Tenant's sole cost and expense, perform and comply with laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated which are applicable to the Premises, Tenant's use of the Premises, or any improvements made by Tenant.

Q. Successors and Assigns.

a. *Successors and Assigns of Landlord.*

- i. From and after the commencement of the Initial Term of this Lease, Landlord shall have the right to sell, transfer, donate, convey, assign, lease or otherwise dispose of any part of the Premises, whether voluntarily, involuntarily, by

operation of law or otherwise, to a Successor Public Owner without the prior written consent of Tenant, but with ninety (90) days' notice to Tenant, provided that any such Successor Public Owner shall assume Landlord's obligations hereunder by execution and delivery of assumption agreements in form and substance satisfactory to the Tenant.

- ii. From and after the date that the Phase 1A Improvements are substantially completed, any sale, transfer, donation, conveyance, assignment, lease, or other disposition of the Premises or any portions thereof or any interest therein to any Person other than a Successor Public Owner shall be subject to the prior written consent of Tenant, the execution of any necessary and appropriate amendments to this Lease to reflect the fact that the new owner is a private person and not a Successor Public Owner and the assumption by such person of Landlord's obligations under this Agreement, as amended, by execution of assumption agreements in form and substance satisfactory to the Parties to this Agreement.
- b. *Successors and Assigns of Tenant.* YMCA shall not assign its rights or delegate its duties under this Lease to any other person or entity without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. In the event of such permitted assignment, such person or entity shall assume the rights and duties and obligations under this Agreement and shall enter into an assumption agreement reasonably satisfactory to Landlord.

R. Default.

- a. *Defaults and Remedies.* In the event any Party shall fail to perform, keep or observe any material term, covenant, agreement or condition contained in this Agreement and any such failure shall remain unremedied for a period of sixty (60) days after written notification thereof shall have been given by any Party to the non-performing Party, the non-performing Party shall be in default under this Agreement; provided, however, that if the default is of such a nature that it is not susceptible of cure within sixty (60) days and if the non-performing Party commences to cure the default within said sixty (60) day period, the non-performing Party shall not be in default under this Agreement so long as it is diligently prosecuting said cure to completion. From and after the date of such default, the non-defaulting Parties shall have, in addition to any other rights or remedies available under this Agreement or otherwise available at law or equity, an action for actual damages (including reasonable attorneys' fees and costs), the right to demand and have specific performance of this Agreement, and an injunction or order to compel the defaulting Party to observe or perform its covenants and obligations hereunder, or shall have the right to immediately terminate this Lease with written notice to the non-performing party following the sixty (60) day period to cure without any obligation to proceed to Dispute Resolution. If the lease is terminated by Landlord for a material breach and failure to cure, Tenant must surrender the Premises in a good and safe condition and repay all funds received from the city, plus interest, within 60 days.
- b. *Rights and Remedies Cumulative.* Notwithstanding any provision of this Agreement to the contrary, (1) the rights and remedies of the Parties to this Agreement, whether provided by law or this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by it, at the same time or different times, of any other such remedies for the same default or breach by the other Parties, and (2) consequential damages and damages which are speculative or remote are not recoverable under this Agreement even if such damages would

otherwise be available under law or equity. No waiver made by any Party with respect to the performance, or manner or time thereof, of any obligation of any other Party or any condition to its obligations under this Agreement shall be considered a waiver of any other obligation of any other Party. No such waiver shall be valid unless it shall be made in writing duly signed by the Party waiving the right or rights.

- c. *Excuses for Nonperformance.* Notwithstanding anything in this Agreement to the contrary, neither Landlord nor Tenant shall be excused from performing any obligation under this Agreement and any delay in the performance of any obligation under this Agreement, shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, actions of the elements, war, riots, mob violence, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, operation of law, pandemics, epidemics, mandates or orders of governmental or military authorities. In the event any Party is enjoined from performing or prohibited as a matter of law from performing any of its obligations under this Agreement by reason of a court order, such Party shall upon receipt of such court order immediately provide a copy of same to the other Parties. The Party subject to the court order shall either comply with the court order or, at its sole cost and expense, engage counsel selected by such Party and undertake the defense of such action, lawsuit or proceeding and thereafter prosecute the defense of such action, lawsuit or proceeding in good faith and diligently prosecute the same to completion, including the prosecution of appeals from the decision of any trial court or court of intermediate jurisdiction until there has been a final judgment entered by a court of competent jurisdiction which is no longer the subject of a good faith appeal. The Party subject to the court order shall not adjust or settle any such action, lawsuit or proceeding without the prior written consent of the other Parties which consent shall not be unreasonably withheld, conditioned or delayed. The other Parties shall have the right, but not the obligation, to engage counsel and to intervene in any such action, lawsuit or proceeding to protect their interest under this Agreement.
- d. *No Waivers.* No failure by any party hereto to insist upon the strict performance of any provision of this Lease or to exercise any right, power or remedy consequent to any breach thereof, and no waiver of any such breach, or the acceptance of full or partial rent during the continuance thereof, shall constitute a waiver of any such breach or of any such provision. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the rights of any party hereto with respect to any other then existing or subsequent breach.

S. Dispute Resolution.

- a. *Policy.* The parties shall use good faith efforts to resolve all claims, disputes and other matters in question between the parties arising under this Agreement (each a “**Matter in Dispute**”) using the procedures set forth herein.
- b. *Notice and Resolution.* If a Matter in Dispute arises, the aggrieved party shall promptly notify the other party to this Agreement in writing of the dispute, but in any event within fifteen (15) days after the dispute arises. If the parties shall have failed to resolve the Matter in Dispute within fifteen (15) days after delivery of such notice, each party shall nominate a senior officer of its management with authority to bind such party to meet at a mutually agreed location to attempt to resolve the Matter in Dispute. Should the senior officers be unable to resolve the Matter in Dispute within fifteen (15) days of their

nomination, the parties shall submit the Matter in Dispute to Mediation as provided in Section S.c. below as a condition precedent to pursuing other alternative dispute procedures or litigation.

- c. *Mediation.* The parties shall proceed in good faith to resolve any and all Matters in Dispute as expeditiously as possible and shall cooperate so that the terms of this Lease are effectuated. If, however, the parties are unable to resolve the dispute, they agree to utilize the mediation process contained herein, which will be nonbinding but a condition precedent to having said dispute decided in court by a judge or jury; provided, however, that the parties may agree in writing to waive this condition.
- d. *Mediation Process.* The parties, by delivering written notice to the other, may refer any dispute described above to any natural person not employed by either Landlord or Tenant or an affiliate of either who shall also be a real estate professional and/or construction expert, as may be applicable to the dispute in question, with at least five (5) years' experience in Pierce County handling matters such as that which caused mediation to arise ("**Mediator**"). Landlord shall have the responsibility to identify a mediator meeting these qualifications and if such qualifications are met the mediator shall be appointed to handle the matter.
- e. *Consideration of Disputes or Claims.* Upon receipt by the Mediator of written notice of a dispute, from either party, the Mediator shall convene a hearing to review and consider the dispute. Both parties shall be given the opportunity to present their evidence at this hearing. Both parties are encouraged to provide exhibits, calculations and other pertinent material to the Mediator prior to the hearing, for review.
- f. *Site Visit.* The Mediator may visit the Premises as necessary to develop familiarity with the issue(s) surrounding the dispute. The frequency, exact time, and duration of these visits shall be as mutually agreed upon among the Mediator and the parties, but only as necessary to address a dispute.
- g. *Procedures.* Upon the first referral to the Mediator of a dispute hereunder, the Mediator shall, with the agreement of the parties, establish procedures for the conduct of any hearings for consideration of disputes and claims. Unless the parties agree otherwise, the Mediator shall issue its recommendation as soon as possible but, in any event, not later than sixty (60) days following referral of the dispute to the Mediator.
- h. *Independence of Mediator.* It is expressly understood that the Mediator is to act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by the parties, and that the recommendations concerning any such dispute are advisory only. The Mediator's recommendations shall be based on the pertinent Agreement provisions, and the facts and circumstances involved in the dispute. The recommendations shall be furnished in writing to the parties.
- i. *Records.* The Parties shall furnish the Mediator with all relevant documents each might have along with any document requested by the Mediator.
- j. *Coordination.* The parties will coordinate to effectively assist the Mediator's operation.
- k. *Payment.* The fees charged by the Mediator shall be shared equally by the parties. Payments shall be full compensation for work performed, services rendered, and for all materials, supplies, travel, office assistance and support and incidentals necessary to serve. Payment for services rendered by the Mediator and for the Mediator's expenses shall be at the rate or rates established by the Mediator, which in any event shall not exceed the usual and customary rate or rates prevailing in Pierce County, Washington, for mediation services of the sort described herein.

- I. *Litigation.* Only after the mediation has concluded may either party seek resolution of the Matter in Dispute through litigation and for any such litigation, jurisdiction and venue shall thereafter be in the Superior Court of the State of Washington for Pierce County.

T. Miscellaneous.

- a. *No Partnership.* Nothing contained herein or in any instrument relating hereto shall be construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for debts or obligations of Tenant or any other party.
- b. *Time of the Essence.* Time is hereby expressly declared to be of the essence of this Lease and of each and every term, covenant, agreement, condition and provision hereof.
- c. *Interpretation.* This Lease shall be construed according to and governed by the laws of the state of Washington. The captions of this Lease and the table of contents preceding this Lease are for convenience and reference only, and are not a part of this Lease, and in no way amplify, define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against Landlord or Tenant. If any provision of this Lease (other than those relating to payment of rent) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. In the event of any conflict between this Lease and the MOU, the terms of this Lease will control and be binding on the parties. In the event of any conflict between this Lease and the Services Agreement, the terms of this Lease will control and be binding on the Parties.
- d. *Survival.* Each provision of this Lease which may require the payment of money by, to or on behalf of Landlord or Tenant or third parties after the expiration of the Term hereof or its earlier termination shall survive such expiration or earlier termination.
- e. *Memorandum of Lease.* The parties agree to execute and acknowledge an appropriate memorandum of this Lease.
- f. *Commissions.* Tenant shall save and hold Landlord harmless from any and all claims or demands, requests by real estate brokers, agents or finders with whom Tenant may have dealt in connection with this Lease.
- g. *Notices.* All notices, demands, requests, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other party may be given personally or may be delivered by nationally recognized overnight carrier or by certified mail, return receipt requested, postage prepaid, properly addressed, and sent to the following addresses:

Landlord: City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

Tenant: YMCA of Pierce & Kitsap Counties

Attention: Charlie Davis, President/CEO
4717 S 19th St, Ste. 201
Tacoma WA 98405

With Copy to: Gordon Thomas Honeywell LLP
Attention: Jemima J. McCullum, Esq.
1201 Pacific Avenue, Ste. 2100
Tacoma, WA 98401

or to such other address as either party may from time to time designate by written notice to the other.

- h. *Attorneys' Fees.* In any proceeding or controversy associated with or arising out of this Lease or a claimed or actual breach thereof, or in any proceeding to recover the possession of the Premises, the prevailing party shall be entitled to recover from the other party as a part of prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.
- i. *Interest.* Except as otherwise specifically provided herein, any amounts due one party to the other pursuant to the terms of this Lease, including amounts to be reimbursed one to the other, shall bear interest from the due date or the date the right to reimbursement accrues at the "prime rate" published or publicly announced most recently prior to such date in the Wall Street Journal; provided, however, that such rate shall not exceed, in any event, the highest rate of interest which may be charged under applicable law.
- j. *Heirs and Assigns.* All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.
- k. *Entire Agreement; Amendments in Writing.* Except for the Services Agreement, the terms of which supplements, but does not supersede, the terms of this Lease, this Lease contains the final and complete expression of the parties relating in any manner to the leasing, use and occupancy of the Premises and other matters set forth in this Lease. Except for the Services Agreement, no prior agreements or understanding pertaining to the same shall be valid or of any force or effect. The original Lease Agreement shall terminate and be of no further force or effect as of the Effective Date of this Amended and Restated Lease Agreement. The covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.
- l. *Waiver Implied.* No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. The acceptance by Landlord of rent with knowledge of the breach of any of the covenants of this Lease by Tenant shall not be deemed a waiver of any such breach. One or more waivers of any breach of any covenant, term or condition of this Lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Landlord or Tenant, as the case may be, to or of any act by the other party requiring consent or approval, shall not be deemed to waive or render unnecessary Landlord's or Tenant's consent or approval, as the case may be, to or of any subsequent similar acts by the other party.

- m. *Hazardous Substances.* Tenant covenants and agrees that hazardous substances or materials, as defined in federal, state, and local laws, shall not be generated, processed, stored, transported, handled or disposed of on the Premises by Tenant, its agents, employees, contractors, or invitees. Tenant shall immediately notify Landlord if Tenant becomes aware of (i) any hazardous substance release, or other hazardous substance problem or liability with respect to the Premises; (ii) any actual or alleged violation with respect to the Premises of any environmental law, or (iii) any lien or action with respect to any of the foregoing. Tenant shall, at its sole expense, take all actions as may be necessary or advisable for the cleanup of hazardous substances with respect to the Premises which may be necessitated as a result of Tenant's violation of this Section, including, without limitation, all removal, containment and remedial actions in accordance with applicable environmental laws and shall further pay or cause to be paid all cleanup, administrative and enforcement costs of governmental agencies if obligated to do so by environmental law. Tenant agrees to defend, indemnify and hold Landlord harmless from any and all claims, demands, costs, fees, penalties, charges and expenses incurred by or asserted or assessed against Landlord as a result of any hazardous substance placed on the Premises by Tenant, its agents, employees, contractors or invitees.
- n. *Landlord Cooperation.* Landlord shall reasonably cooperate with Tenant to facilitate Tenant's construction, maintenance and operation of the Premises from and after the Effective Date and throughout the Term.
- o. *Leasehold Mortgages Authorized.* On one or more occasions Tenant may mortgage or otherwise encumber Tenant's leasehold estate to an institutional investor under one or more leasehold mortgages and assign this Lease as security for such leasehold mortgage; provided, Tenant shall not place or create any mortgage, deed of trust, or other lien or encumbrance affecting Landlord's fee interest in the Property.

Signature Page to Follow

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

GIG HARBOR, WASHINGTON, a
a municipal corporation in the State of Washington

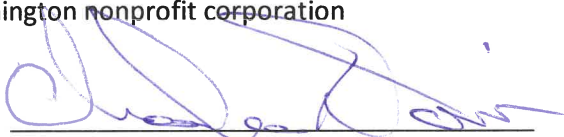
By

Mary Barber, Mayor

TENANT:

YMCA OF PIERCE & KITSAP COUNTIES,
a Washington nonprofit corporation

By



Charlie Davis, CEO & President

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this _____ day of _____, 2025, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, a _____, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

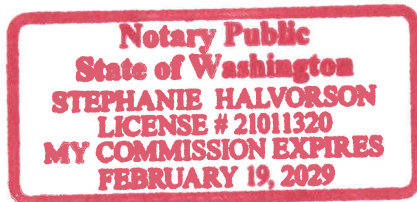
STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

THIS IS TO CERTIFY that on this 3rd day of March, 2025, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Charlie Davis, to me known to be the CEO of Ymca Pkca, a person authorized, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.



Notary public in and for the state of
Washington, residing at Pierce County

My appointment expires 2/19/29

EXHIBIT A-1
Legal Description of the Gig Harbor property

Lot 1 of Gig Harbor Sports Complex Binding Site Plan No. PL BSP-23-001, as filed under Auditor's File No. 202402145002, records of Pierce County, Washington.

Situate in County of Pierce, State of Washington

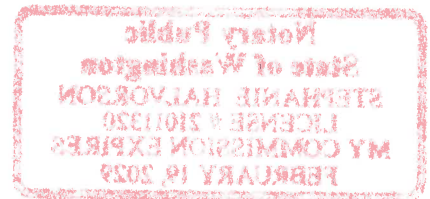


Exhibit A-2
Legal Description and Map of the Lease Premises

ALL OF LOT 1, BUSINESS PARK AT HARBOR HILL, ACCORDING TO THE PLAT RECORDED UNDER RECORDING NO. 200605235007, RECORDS OF PIERCE COUNTY AUDITOR;
EXCEPT THE FOLLOWING:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE ALONG THE EAST LINE OF SAID LOT 1, NORTH 01°10'42" EAST, 158.75 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 88°51'23" WEST, 630.94 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;
THENCE ALONG SAID WEST LINE, SOUTH 01°15'16" WEST, 152.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 88°15'40" EAST, 631.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 401,880 SQUARE FEET, OR 9.23 ACRES MORE OR LESS.



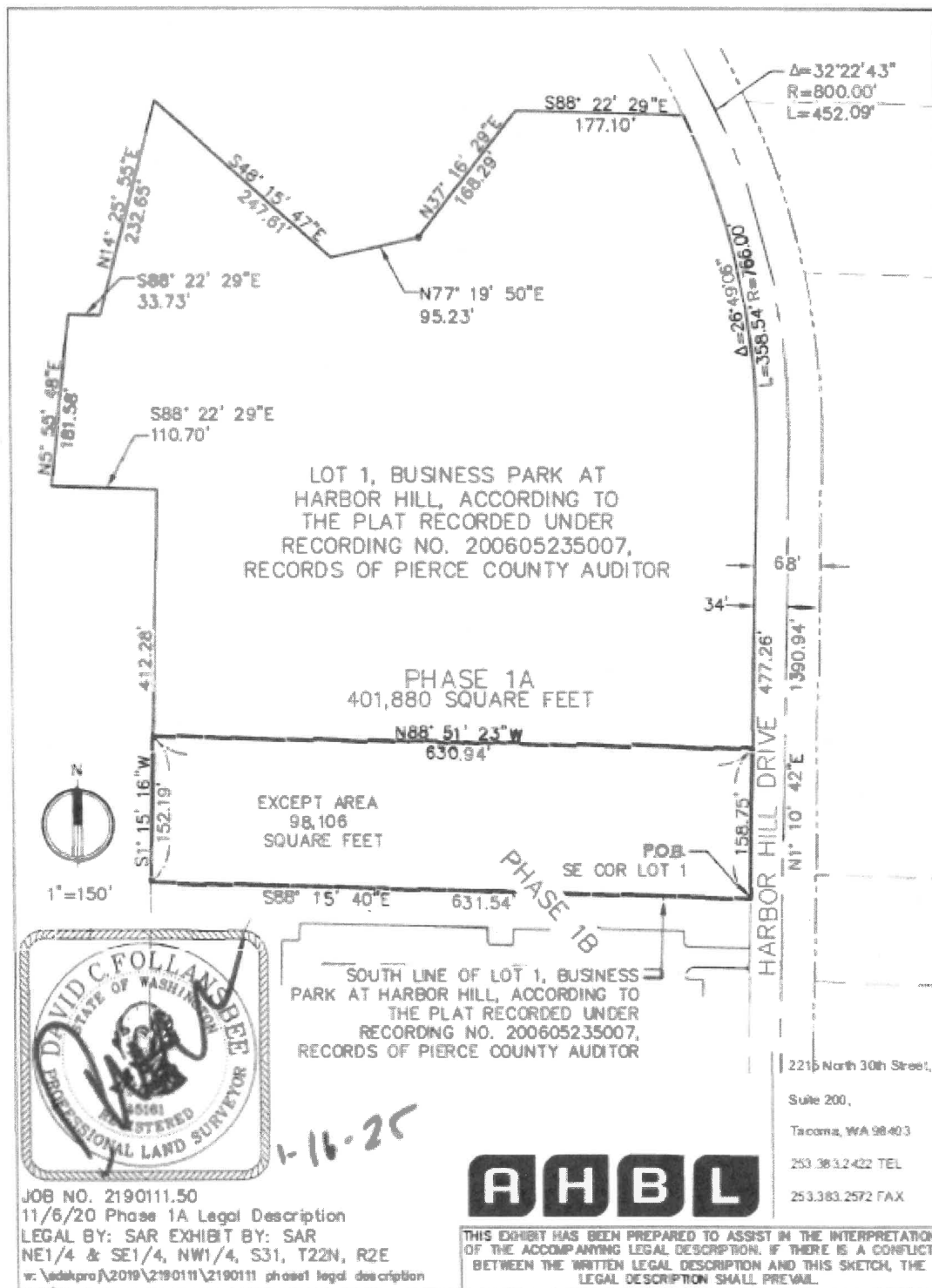


EXHIBIT B

Detailed Description of the Phase 1A Improvements and Ownership of Improvements

The YMCA will design and construct Phase 1A of the Gig Harbor Sports Complex, described in Recital E, further detailed in Exhibit E, limited to the following features/components:

Gig Harbor Sports Complex Phase 1A:

- Two (2) artificial, synthetic turf fields, approximately 360' x 210'
- Field Lighting
- 100 parking stalls
- Ingress/egress into the Phase 1A parking lot
- Landscaping for the Phase 1A improvements
- Fencing around the two artificial, synthetic turf fields

Due to the City of Gig Harbor's Hospital Benefit Zone contribution, the City of Gig Harbor will own the following features/components of the Phase 1A Improvements, as shown in Exhibit B1:

- 100 parking stalls
- Ingress/egress into the Phase 1A parking lot

The YMCA will own:

- Two (2) artificial, synthetic turf fields, approximately 360' x 210'
- Field lighting
- Landscaping for the Phase 1A improvements
- Fencing around the two artificial, synthetic turf fields
- Small storage building

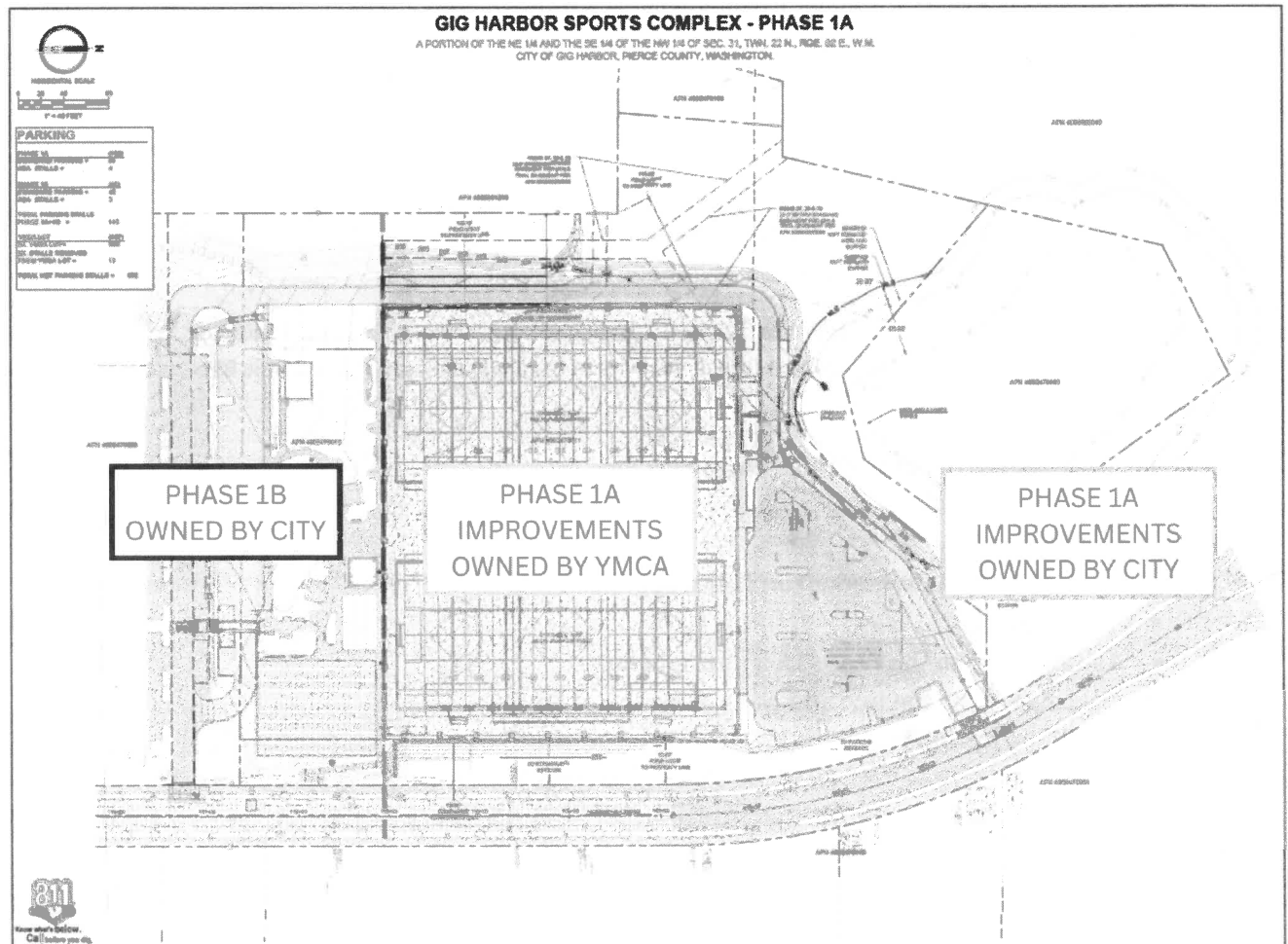


EXHIBIT C
List of Encumbrances on Premises

1. Pre-Annexation Agreement and the terms and conditions thereof:
Recording Date: April 4, 1997
Recording No.: 9404040094
First Amendment to Pre-Annexation Agreement for Gig Harbor North,
Recording Date: February 9, 2000
Recording No.: 200002090450
2. Ordinance No. 676, and the terms and conditions thereof:
Recording Date: October 19, 1995
Recording No.: 9510190514
3. Agreement for Dedication of Right-of-Way to the City of Gig Harbor, and the terms and conditions thereof:
Recording Date: May 1, 1997
Recording No.: 9705010038
4. Assignment and Assumption Agreement (Pierce County Unplatted Lands: Peacock Hill)
Recording Date: December 22, 1999
Recording No.: 9912220245
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Gig Harbor
Purpose: East-West Roadway Wetlands Easement
Recording Date: May 8, 2000
Recording No.: 200005080089
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Gig Harbor
Purpose: East-West roadway access and storm water conveyance system easement
Recording Date: May 8, 2000
Recording No.: 200005080090
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Gig Harbor
Purpose: East-West Roadway Storm Water Detention Pond Easement
Recording Date: May 8, 2000
Recording No.: 200005080092
8. Allocation Agreement and the terms and conditions thereof:
Recording Date: May 17, 2000
Recording No.: 200005170157

9. Covenants, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of Business Park at Harbor Hill recorded under recording number 200605235007.

Affidavit of Minor Correction of Survey recorded July 24, 2006 under Recording No. 200607240465.

Modification and/or amendment by instrument:
Recording Information: 201712275011

10. The terms and provisions contained in the document entitled "Storm Water Facilities Maintenance Agreement and Restrictive Covenant":

Recorded: May 25, 2006

Recording No.: 200605250980

11. The terms and provisions contained in the document entitled "Declaration of Storm Water Facility Easement":

Recorded: May 25, 2006

Recording No.: 200605250981

12. The terms and provisions contained in the document entitled "Storm Water Facility Maintenance Agreement":

Recorded: May 25, 2006

Recording No.: 200605250982

13. Covenants, conditions, restrictions and easements contained in document:

Recorded: May 25, 2006

Recording No. 200605250983

14. Covenants, conditions, restrictions and/or easements contained in document:

Recorded: May 25, 2006

Recording No.: 200605250984

Modification and/or amendment by instrument:

Recorded: November 29, 2007

Recording No. : 200711290681

15. The terms and provisions contained in the document entitled "Harbor Hill Water Tank and Mainline Extension Latecomers Agreement":

Recorded: April 21, 2009

Recording No.: 200904210526

16. The terms and provisions contained in the document entitled "Harbor Hill Development Agreement":
Recorded: November 16, 2010
Recording No.: 201011160780
17. The terms and provisions contained in the document entitled "Joinder Agreement":
Recorded: December 02, 2010
Recording No.: 201012020196
18. Amendment to Harbor Hill Development Agreement (See Exception 16 above):
Recording Nos.: 201212040216, 201405010313 and 201806280130
19. The terms and provisions contained in the document entitled "Harbor Hill Development Agreement":
Recorded: January 24, 2010
Recording No.: 201011241249
20. Partial Assignment and Assumption Agreement:
Recorded: December 29, 2017
Recording No.: 201712290501
21. Covenants, conditions and restrictions as set forth on Gig Harbor Sports Complex Binding Site Plan No. PL BSP-23-001:
Recorded: February 14, 2024
Recording No.: 202402145002

EXHIBIT D
Environmental and Soils Reports and Land Surveys for the Premises

D-1: Phase 1 Environmental Site Assessment, Dated November 10, 2017

D-2: Cultural Resources Assessment, Dated October 24, 2018

D-3: Business Park at Harbor Hill Plat/Survey, Dated 05/22/2006, AFN 200605235007



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

Meeting Date: March 10, 2025

SUBJECT: Donation Agreement - Gig Harbor Commercial Fishermen's Club Donation to Homeport Project.

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: (253) 853-8253

SUGGESTED MOTION: Move to authorize the mayor to execute the donation agreement between the City of Gig Harbor and the Gig Harbor Commercial Fishermen's Civic Club.

BACKGROUND INFORMATION: The concept of a Gig Harbor Commercial Fishing Homeport has been advancing since 2013, when the city approved resolution 949, which outlined the vision for Ancich Waterfront Park, which included providing dock and moorage facilities for small human-powered watercraft as well as commercial fishing vessels.

Design and permitting for the project, which will provide moorage for 17 commercial fishing vessels, is nearing completion, pending federal permit approval, and will hopefully go out to bid soon. Currently, the city is awaiting approval for mitigation measures from the Army Corps of Engineers and the National Marine Fisheries Service.

The agreement with the Fishermen's Club will require that they provide payment of their \$200,000 donation to the city prior to meeting where the construction contract will be considered by council, with 21 days notice to the Club prior to that meeting.

Council reviewed the draft agreement at their September 28, 2023, meeting and were generally supportive of the agreement.

FISCAL CONSIDERATION: This donation is identified in the project funding in the city's 2025-26 Budget.

ATTACHMENTS:

1. GH Commercial Fishermans Homeport funding agreement Draft 092523_JDL

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 2 - Ensure sustainable future for public services and facilities

FUNDING AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND GIG HARBOR COMMERCIAL FISHERMEN'S CIVIC CLUB

THIS FUNDING AGREEMENT is entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as the "City") and the Gig Harbor Commercial Fishermen's Civic Club, a for-profit corporation (hereinafter referred to as "Fishermen's Club").

W I T N E S S E T H

WHEREAS, the City owns Ancich Park, located at 3589 Harborview Drive, Gig Harbor, WA (hereinafter referred to as the "Property"); and

WHEREAS, the Property encompasses Ancich Park, which contains the Community Paddler's Dock and Ancich Pier and Netshed; and

WHEREAS, the City purchased and developed the Property to rehabilitate the Ancich Netshed, reconstruct the Ancich Pier, construct the boat storage building, Community Paddlers Dock and view plaza; and

WHEREAS, following the direction outlined in city resolution 949, the City has plans to construct a Commercial Fisherman's Homeport extending from the Ancich Pier, with moorage for commercial fishing vessels and has contracted with an engineering firm for design, and has submitted permit applications for construction; and

WHEREAS, GHCFCC has proposed the Homeport, advocated for its funding, consulted on its design, and has committed to contribute \$200,000 toward the project; and

WHEREAS, the use of the Property will benefit the local fishing industry, therefore the parties hereto agree as follows:

TERMS

1. Purpose. The purpose of this Agreement is to establish terms relating to the Fishermen's Club monetary donation to the project.
2. Donation and Restrictions. The Fishermen's Club agrees to donate to the City of Gig Harbor two hundred thousand dollars (\$200,000.00) to support the construction of the Commercial Fisherman's Homeport. The Fishermen's Club requires that the donated funds be used for the construction or other related expenses of the Commercial Fisherman's Homeport project only. Once the funds are expended for this purpose no conditions remain. If the funds are not expended for this purpose within 10 years, the City must return the donation to the Fishermen's Club. The City agrees to accept this donation pursuant to the terms outlined in this agreement.

3. Terms. The Fishermen's Club monetary donation shall be transferred to the City prior to the City Council meeting where the anticipated award for a construction contract of the Commercial Fishing Homeport is on the agenda. The City will provide at least 21 days notice of the meeting.
4. Duration and Notice of Termination. This Agreement shall take effect on the date it is signed by both parties. Once effective, this Agreement shall remain in effect until completion of the Commercial Fishing Homeport.
5. Modification or Waiver. 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 parties.
6. Entire Agreement. The written provisions of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.
7. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.
8. Notices. General notices required to be in writing under this Agreement shall be sent by registered or certified mail as follows:

Gig Harbor Commercial Fishermen's Civic Club President PO Box 429 Lakebay, WA 98349	City of Gig Harbor City Administrator 3510 Grandview Street Gig Harbor, WA 98335
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9. Severability. If any section or provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, this Agreement shall be construed as though such section or provision had not been included in it, and the remainder of the Agreement shall be enforced as the expression of the parties' intentions. If any section or provision of this Agreement is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed on _____.

Gig Harbor Commercial Fisherman's
Civic Club

CITY OF GIG HARBOR

By: 

By: _____

Its: President

Its: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Mary Barber is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged 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: _____

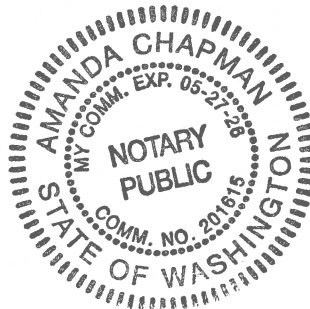
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing

at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gez Lavrovich is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of the Gig Harbor Commercial Fisherman Civic Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 03-04-25

Amanda Chapman
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing

at: 3510 Grandview St
My Commission expires: 5-27-26



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

Meeting Date: March 10, 2025

SUBJECT: Cultural Access Program Discussion

SUBMITTED BY: City Administrator Katrina Knutson

DEPARTMENT: Administration

PHONE: (253) 851-6127

SUGGESTED MOTION: Move to direct staff to prepare an ordinance establishing a cultural access program.

BACKGROUND INFORMATION: Over the past few years, the city council has been encouraged by residents and local non-profits to establish a cultural access program for the city. A cultural access program would provide funding to support arts, heritage, science, and cultural organizations and would connect those organizations with local schools. The program would be funded by 0.1% sales tax that would generate approximately \$1 million annually. This tax may be imposed directly by the city council or may be placed on a ballot for Gig Harbor voters to decide.

The city council identified development of the cultural access program as one of its strategic goals in June of 2024. At a retreat held on February 28, council directed staff to invite residents to comment on the proposed program at a regular city council meeting. The purpose of this agenda item is to provide residents with awareness of the program and an opportunity to provide comment to the city council.

After deliberation and public comment, council should provide direction staff on next steps for establishing a program. Moving forward with the program requires council to adopt an ordinance establishing a 0.1% sales tax. The sales tax may be conditioned on the authorization of a majority of the voters voting on a proposition submitted at a special or general election, but it must first be adopted by ordinance.

Options for direction from council include:

1. Directing staff to prepare an ordinance to establish a cultural access program and implement a 0.1% sales tax;
2. Directing staff to prepare an ordinance to establish a cultural access program and implement a 0.1% sales tax, with a requirement that the tax be approved by voters at an upcoming election;
3. Direct staff to bring back the program for further discussion at a future meeting or study session; or,
4. Direct staff to remove the program from future work plans;

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Cultural Access Program FAQ

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 5 - Promote and enhance a dynamic and robust economy

Gig Harbor Cultural Access Program FAQ

What is a Cultural Access Program?

A Cultural Access Program is a community-driven initiative that provides funding to support arts, heritage, science, and cultural organizations. These programs help expand access to cultural experiences for residents, particularly students and underserved populations. If implemented, Gig Harbor's Cultural Access Program would support local non-profits and schools. Cultural access programs are established in accordance with Washington State law ([RCW 36.160](#))

How is a Cultural Access Program funded?

Funding for a Cultural Access Program comes from a .1% increase in local sales tax, approved by voters or done by a vote of City Council. The revenue collected is dedicated specifically to supporting local cultural organizations, educational programming, and expanded public access to the arts and sciences. These funds cannot be used for other city services or programs.

How would it benefit local non-profits?

Local cultural organizations—such as museums, performing arts groups, and science centers—could receive funding to enhance their programs, increase outreach, and improve facilities. This support enables these non-profits to offer more community events, workshops, and exhibitions that enrich Gig Harbor's cultural landscape.

How would it support schools and students?

A portion of the funds would be allocated to educational initiatives, helping schools provide more arts, science, and cultural experiences for students. This could include field trips, artist-in-residence programs, and classroom resources that bring hands-on learning opportunities to Gig Harbor's youth.

Who would oversee the program?

Program management falls to the city, with the city council responsible for determining the allocation of cultural access funds. This includes providing funding for program startup and administration costs, school access costs, and the amount available to be awarded as grants to cultural organizations. The city council is also responsible for determining guidelines, criteria, and procedures for funding cultural organization. The city may designate another public agency or non-profit (one which is not a cultural organization) to administer the grant program. An advisory committee may be formed to assist the city council with any of these decisions.

How can I learn more?

For more information please contact cityclerk@gigharborwa.gov or attend upcoming public meetings. Community input is essential in determining if this is a right fit for Gig Harbor.



Stormwater Program 2025

Why am I presenting?



1. Inform Council & Public

2. New Stormwater Permit

Today's Discussion:



Stormwater 101

Stormwater Permit

Stormwater Management
Program

WATERSHED

HABITATS

Puget Sound



1

2

3

4

5

6

7

8

NPDES

Federal Clean Water Act

- EPA / Ecology

General Municipal Stormwater Permits

- Phase I (1995)
- Phase II (2007)



NPDES

Permit requires:

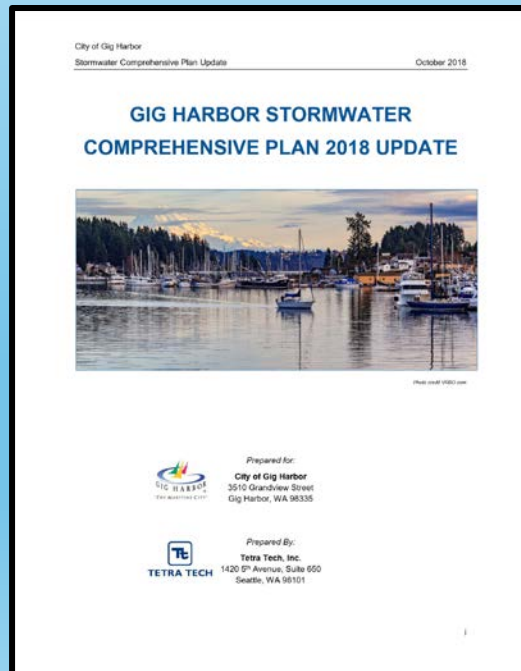
- Monitoring and Assessment (SAM)
- Annual Report
- Discharge Notification
- **Stormwater Management Program**







Planning



Long-range plans

Low Impact Development (LID)

Stormwater Management Action Plan (SMAP)

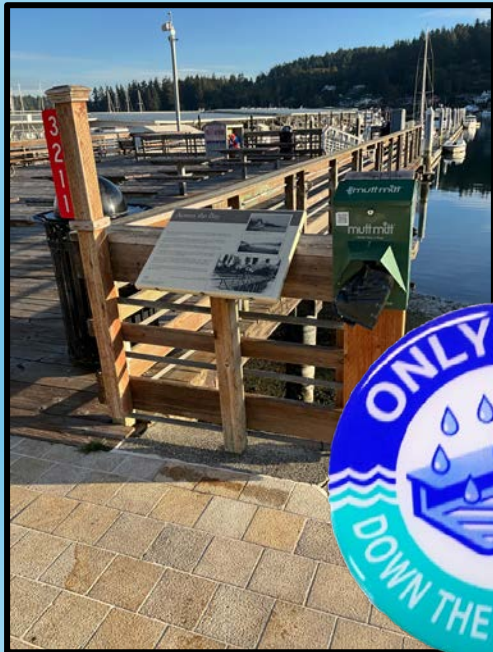
- Adopted in 2022
- Priority Basin = Donkey/North Creek
- **NEW** – Update by 2027

NEW - Tree Canopy

- By 2028, adopt tree canopy goals and policies
- Urban Forestry Management Plan?



Education & Outreach



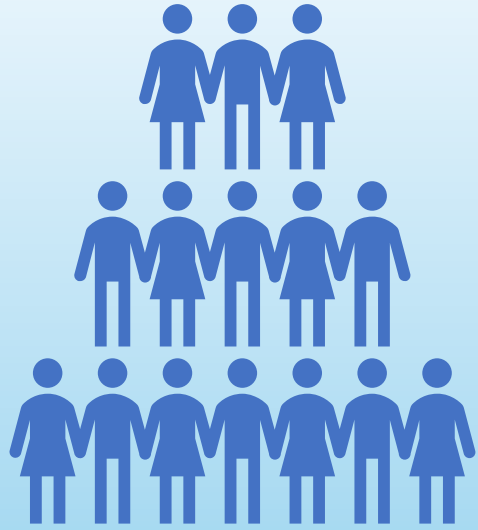
General Awareness

Behavior Change

- Natural Yard Campaign
- Mutt Mitts
- **NEW** – Dumpsters

Stewardship

- Harbor WildWatch
- Tree Planting and Invasives Removal
- Adopt-a-Road
- Catch Basin Markers



Public Participation



Create opportunities for public comment

NEW – Include overburdened communities

Post SWMP/Annual Report to Ecology

- Yearly report on stormwater activities that meet permit requirements
- Available on Stormwater webpage
- Public comment is encouraged!



Maintain Existing Mapping

NEW – New Mapping

- Overburdened Communities
- Areas that are treated or flow-controlled
 - Submit these maps to Ecology
- Tree Canopy
- Submit outfall data to Ecology

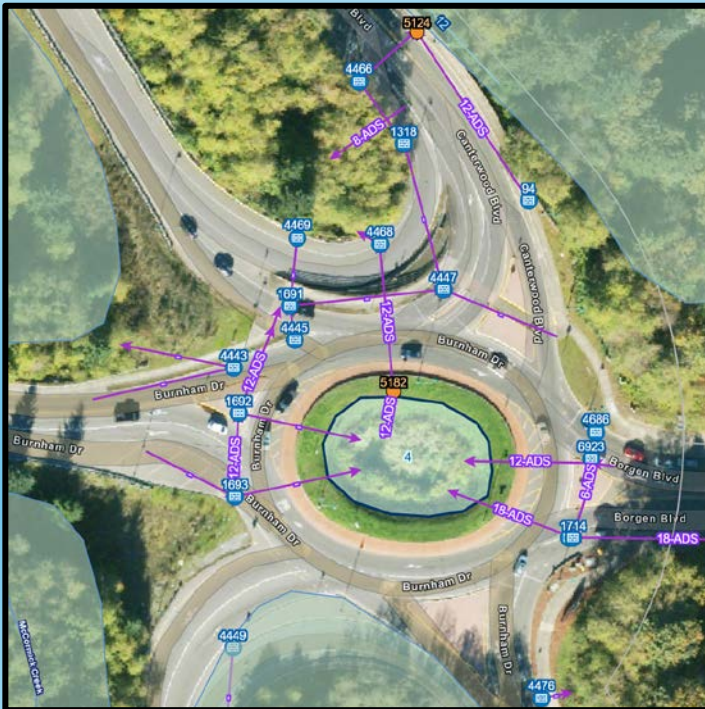


Illustration
Discovered
Detected
Eliminated
(ID)



• NEW - Exterior Building Washing. PCB Assessment

nally



New Development



Stormwater Manual

- Current = 2023
- **NEW** – Manual update by 2027

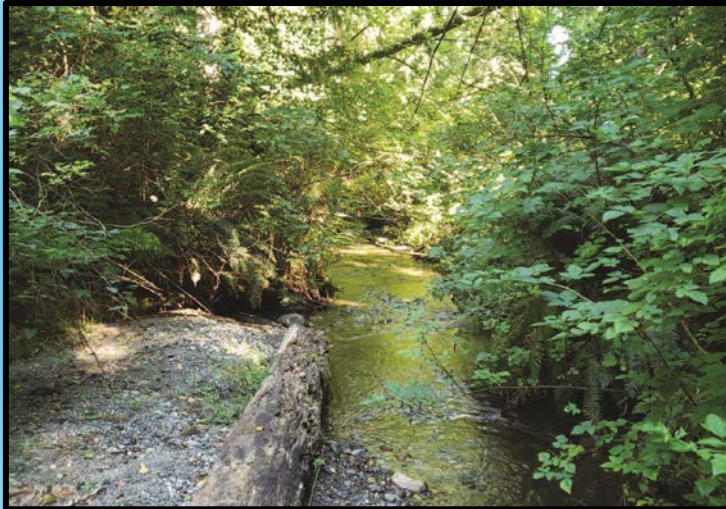
Permit Process

- Stormwater Site Plan Review
- Stormwater Maintenance Agreements

Construction Inspections



Existing Development



NEW – Retrofit Program

- Manage 2 acres of existing development
- Fully fund, start construction, or completely implement by 2028
- Options:
 - Structural Retrofit
 - LID
 - Land Management Strategies
 - Focused, Enhanced, or Customized Actions
 - Regional Collaboration



Source Control



Ordinance/Code

- **NEW** – Update by 2027

Site Inventory

- Currently 178 sites

Inspections

- Began in January 2023

Enforcement

- 2 incidents so far that escalated beyond education, both were resolved
- Most wide-spread issue in Gig Harbor: Dumpsters



Operations & Maintenance



Private Systems Inspections

Public Systems Inspections and Maintenance

Operational Practices

- Stormwater Practices Handbook
- Stormwater Pollution Prevention Plan for the Ops Center

NEW – Street Sweeping

- Targets 6PPD-q



Thank you

Michael Abboud
NPDES Coordinator

Stormwater@GigHarborWA.gov

253-853-2646

UPCOMING GIG HARBOR CITY MEETINGS

ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend: <https://www.gigharborwa.gov/811/Agendas-Minutes>

Day	Date	Time	Group	Agenda Items
M	Mar. 10	5:30pm	City Council Meeting	<i>See Agenda</i>
W	Mar. 12	10:00am	Arts Commission	• 2025 Creative Endeavor Grants Discussion & Recommendation
TH	Mar. 13	12:00pm	Lodging Tax Advisory Committee	
TH	Mar. 13	3:00pm	City Council Study Session	• Introduction of GHAC, LTAC, Parks Commission Appointees • B&O Tax Options • Multi-family Tax Exemption • Well #9 – Project Update • Accessory Dwelling Unit Code Updates • Sports Complex Phase 1B Naming • ALPR Cameras
TH	Mar. 20	5:30pm	Planning Commission	• Election Chair & Vice Chair
M	Mar. 24	5:30pm	City Council Meeting	Consent: • Interlocal Agreement with the Port of Tacoma for Ancich Homeport Dock Funding • Facility Use Agreement with Gig Harbor Little League • Resolution XXXX Appointing XXX to the Arts Commission • Resolution XXXX Appointing XXX to the LTAC • Resolution XXXX Appointing XXX and XXX to the Parks Commission Business: • First Reading and Adoption of Ordinance 1536 Annexing Property Adjacent to Crescent Creek Park • Public Hearing: First Reading of Ordinance 1537 Adopting Comprehensive Plan Update • Resolution XXXX Approving the 2025 Creative Endeavor Grant Expenditures • Resolution XXXX Amending Council Guidelines
TH	Mar. 27	3:00pm	City Council Study Session	• Lift Station 1A – Project Update • Transportation Impact Fee Rate Study Update #2
TH	Mar 27	5:30 pm	Design Review Board	• Rosedale Preliminary Plat
W	Apr. 2	5:30pm	Parks Commission	
TH	Apr. 3	5:30pm	Planning Commission	
M	Apr. 14	5:30pm	City Council Meeting	Presentation: Diversity Awareness Month Proclamation • Public Hearing: Second Reading and Adoption of Ordinance XXXX Adopting Comprehensive Plan Update

UPCOMING GIG HARBOR CITY MEETINGS
ALL AGENDA ITEMS TENTATIVE – SUBJECT TO CHANGE

Please see the meeting agenda for specific details on how to attend: <https://www.gigharborwa.gov/811/Agendas-Minutes>

Day	Date	Time	Group	Agenda Items
TH	Apr. 17	3:00pm	City Council Study Session	• Parking Study Scope and Contract Consideration • Gig Harbor BoatShop Lease Revision Request • Parks Code
TH	Apr. 17	5:30pm	Planning Commission	
M	Apr. 28	5:30pm	City Council Meeting	
TH	May 1	3:00pm	City Council Study Session	

City of Gig Harbor Three-Year Strategic Plan 2024-2026

Adopted by Resolution 1317 on July 8, 2024

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
1. Foster a healthy city organization	- Be an exceptional employer - Retain existing workforce - Attract qualified applicants - Ensure safe work environment - Prioritize staff training - Encourage and obtain employee feedback - Fill all vacancies in a timely manner	- Re-qualify for AWC Well City designation - Conduct biennial employee satisfaction survey - Promote and enhance the city's DEI program	☐ Update personnel regulations ☐ Update safety manual and accident prevention program ☐ Consider salary & benefits study recommendations ☐ Research and Implement HR Information Systems Improvements
2. Ensure sustainable future for public services and facilities	- Provide effective and efficient municipal services - Increase city communication effectiveness - Listen to community needs and expectations - Source funding for parks, streets, and utilities - Ensure infrastructure to support community needs - Fund only capital projects the city can afford to maintain into the future	- Update utility rates as needed - Continually improve permit and land use processes - Increase resources for capital projects to move through design and construction - Review/amend TIP to improve motorized and non-motorized transportation - Maintain excellent bond rating - Annually evaluate and amend city fee schedules	☐ Create a city-wide communications plan ☐ Update public works standards ☐ Parks division organizational assessment ☐ Explore options for B&O tax and other revenue sources ☐ Explore options for Transportation Benefit District Fund uses ☐ Source funding for Sports Complex Phases 2 & 3 ☐ Develop permit processing timeline goals and metrics
3. Maintain small town character and historic preservation while growing responsibly	- Promote responsible growth in keeping with small town character - Address infrastructure to relieve traffic issues - Ensure adequate affordable housing - Focus on character retention and historic preservation - Decrease distance to get to a park or open space	- Annually docket comprehensive plan amendments - Support Harbor History Museum - Monitor state legislative activity - Support the arts commission - Support sister city program - Fund creative endeavor grants - Monitor short-term rentals - Conduct HOA fair annually - Support community events and programs	☐ Complete 2024 Comprehensive Plan periodic update ☐ Establish park standards ☐ Conduct Crescent Creek Park Master Plan ☐ Complete Sports Complex Phase 1 ☐ Design and construct fishermen's homeport ☐ Solicit nominations for local historic register
4. Promote environmental sustainability and preserve Gig Harbor's natural beauty	- Address climate change - Preserve tree canopy - Preserve and enhance natural character - Add undeveloped land to parks inventory	- Annually review climate action plan - Consider possible conservation properties and/or mitigation areas and activities - Assess gaps of electric vehicle charging stations - Promote commute trip reduction goals - Electrify city fleet	☐ Form climate action committee ☐ Adopt tree retention policies ☐ Annex parcels in city's parks system ☐ Transition city diesel fleet to R99 renewable diesel fuel ☐ Partner with Harbor WildWatch on environmental education
5. Promote and enhance a dynamic and robust economy	- Increase promotion of local business community - Increase vitality of the city's small businesses - Attract larger business to industrial zone - Maintain and enhance commercial fishing - Develop sewer conveyance in unserved/underserved sewer basins	- Support Downtown Waterfront Alliance - Support Chamber of Commerce - Fund tourism with lodging tax grants - Promote downtown businesses/events - Collaborate with Pierce Transit for trolley - Evaluate and amend development regulations	☐ Create a business retention and attraction plan ☐ Develop and implement a small business fair resources ☐ Develop Cultural Access Program ☐ Consider establishment of a Creative District ☐ Develop feasibility study for Community/Cultural Center ☐ Review off-street parking requirements for businesses
6. Provide a safe, healthy, and inclusive community	- Foster safe, livable and attractive community - Ensure city services are available to all residents - Implement DEI in city personnel practices - Enhance walkability and pedestrian/cyclist safety	- Provide funding for senior programming - Develop housing, health, & human services program - Support Community Diversity Engagement Committee - Ensure high standard of ADA compliance - Monitor city water system for possible treatment needs - Evaluate needs for rapid flashing beacon crossings - Continue partnerships for youth opportunities	☐ Provide funding for senior center permanent home ☐ Establish youth council ☐ Obtain police department accreditation ☐ Update emergency management plan ☐ Install Cushman Trail/Harborview Drive Connector Trail ☐ Consider installing speed cameras near parks and schools ☐ Establish an ADA parking program for public right of way ☐ Develop manganese treatment options for city water