

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Tuesday, May 27, 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 sxwəbabč 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. **Red Cross Trophy Presentation for Battle of the Badges Blood Drive**
Larry Bleich, American Red Cross Community Volunteer Leader
2. **Oath of Office - Police Officer Skylar Doktor**
3. **Police Department Accreditation**
Chief of Police Kelly Busey

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. **City Council Minutes: May 1, 12, and 15, 2025**
2. **Approval of Vouchers: Check numbers 108509 through 108037 and ACH payments in the amount of \$1,394,735.31**
3. **Resolution 1334 Amending the City's Flag Display Policy**
4. **Resolution 1355 Authorizing Canfield Single-Family Residence Sewer and Water Utility Extension Agreements**

5. **Confirmation of the appointment of Deborah Breneman and Suzanne Gillman to the Arts Commission (Terms Expiring March 31, 2028)**

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. **Department Updates**

BUSINESS ITEMS

1. **Professional Service Contract for Cushman Trail Phase 2 Geotech Services**

Suggested Motion: Move to authorize the mayor to execute a professional services contract with HWA GeoSciences, Inc. for a geotechnical assessment for Cushman Trail Phase 2 in an amount not to exceed \$14,883.

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

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.

MINUTES
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, May 1, 2025 – 3:00 p.m.
Civic Center Executive Conference Room or Zoom

CALL TO ORDER / ROLL CALL Mayor Pro Tem Rodenberg called the meeting to order at 3:01 p.m. Councilmembers Coronado, Henderson, Storset, and Woock were present. Councilmember Stone arrived at 3:02pm. Councilmember Ekberg was excused.

DISCUSSION ITEMS

- 1. Fats, Oils, and Grease (FOG) Program Updates** – Public Works Director Jeff Langhelm, James Wilkinson, and Chuck Roy reviewed the FOG program and its current deficiencies. Staff will consider possible amendments to the program and will report back at a later study session.
- 2. 2025 Transportation Impact Fee (TIF): Legislative Exemption Options** – City Engineer Aaron Hulst and Marissa Milam of Fehr & Peers reviewed the exemption options of either partial (option 1) or full (options 2).

Council inquired if it could be tied to AMI. Council was supportive of ADUs paying 50% and is more supportive of option 1 with some tweaks.

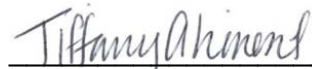
At 4:05pm, council took a 10-minute break and returned at 4:15pm.

- 3. Shore Acres Water System: Ownership Consideration** – Public Works Director Jeff Langhelm and Assistant Public Works Director Jeff Olson reviewed the options of providing just fire flow or taking ownership of the water system.

Council was supportive of taking ownership of the system.

City Administrator Katrina Knutson provided the council with an update on the Rotary Welcome Project.

ADJOURN The meeting adjourned at 4:35 p.m.



Tiffany Aliment
Assistant City Clerk

MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, May 12, 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, Rodenberg, Stone, Storset, and Woock were present.

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

CHANGES TO THE AGENDA

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

MOTION: Move to approve the consent agenda (Coronado/Rodenberg).

VOTE: Unanimously approved.

1. **City Council Minutes - April 14, April 17, and April 28, 2025**
2. **Approval of Vouchers: Check numbers 108394 through 108506 and ACH payments in the amount of \$1,849,844.77.**
3. **Approval of Payroll for the month of April: Check numbers 8547 through 8549 and direct deposit transactions in the amount of \$625,678.43.**
4. **Approval of Purchase Authorization for Lift Station 3A Spare KSB Pump**
5. **MOU with Teamsters Local No. 313 (Supervisory Unit) for Position Reclassifications**

MAYOR'S REPORT Mayor Barber reported on:

- Applications are being accepted for the Mayor's Youth Council
- Police retail theft enforcement
- Tour of Good Roots NW facility
- Meeting with Family Promise housing support

CITY ADMINISTRATOR'S REPORT City Administrator Knutson reported on:

- National Public Works Appreciation Week
- Hiring of 24th commissioned police officer

1. Department Updates

BUSINESS ITEMS

1. **Second Reading and Adoption of Ordinance 1540 Relating to the Development of Accessory Dwelling Units** Jeremy Hammar introduced the ordinance.

MOTION: Move to approve Ordinance 1540 (Stoset/Rodenberg).

VOTE: Motion passed 6-1 (Woock opposed).

2. **Ordinance 1543 Relating to the City's False Alarm Code** Police Lieutenant Tray Federici presented the ordinance.

MOTION: Move to approve Ordinance 1543 (Woock/Storset).

VOTE: Unanimously approved.

3. **First Reading and Adoption of Ordinance 1544 Amending the City's Personnel Salary Schedule** Human Resources Director Shannon Costanti introduced the ordinance.

MOTION: Move to approve Ordinance 1544 (Coronado/Ekberg).

VOTE: Unanimously approved.

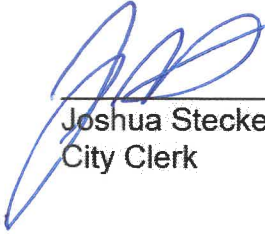
PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/ COMMENTS Councilmember Rodenberg commented on ordinance passing procedure. Councilmember Woock reported on Jeni Listens this month. Councilmember Storset reported on the Phase 1A groundbreaking for the Gig Harbor Sports Complex. Councilmember Coronado reported on a successful Parks Appreciation Day and attending the Puget Sound Regional Council meeting on May 1. Councilmember Stone reported on meeting with the senior citizen task force.

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN The meeting adjourned at 6:08 p.m.



Joshua Stecker, CMC
City Clerk

MINUTES
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, May 15, 2025 – 3:00 p.m.
Civic Center Executive Conference Room or Zoom

CALL TO ORDER / ROLL CALL Mayor Pro Tem Rodenberg called the meeting to order at 3:01 p.m. Councilmembers Coronado, Henderson, Stone, Storset, and Woock were present. Councilmember Ekberg was excused.

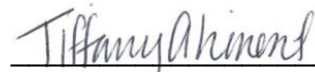
DISCUSSION ITEMS

- 1. Introduction of Arts Commission Appointees** – Deborah Breneman introduced herself to council and spoke on why she is interested in serving. Suzanne Gillman was not in attendance.
- 2. 2025 Legislative Session Report** – Shelly Helder of Gordon Thomas Honeywell provided council with a legislative update.
- 3. Canfield Single-Family Residence Water and Sewer Utility Extension Agreements** – Public Works Director Jeff Langhelm presented the extension request and informed council that staff recommends approval.

Council was supportive of the extension.

City Clerk Joshua Stecker provided council with a quick elections rules overview.

ADJOURN The meeting adjourned at 3:47 p.m.



Tiffany Aliment
Assistant City Clerk



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

Meeting Date: May 27, 2025

SUBJECT: Resolution 1334 Amending the City's Flag Display Policy

SUBMITTED BY: City Clerk Joshg Stecker

DEPARTMENT: Administration

PHONE: (253) 853-7613

SUGGESTED MOTION: Move to approve Resolution 1334.

BACKGROUND INFORMATION: On October 14, 2024, the city council approved a donation agreement with Gig Harbor Morning Rotary to install a welcome sign and flagpole on city right-of-way at the intersection of Stinson Avenue and Pioneer Way. In order to fly the US flag on this new flagpole, the city council is required to amend its flag display policy that was previously adopted on September 11, 2023, by Resolution 1291.

An amended policy is attached to Resolution 1334. This new policy includes the following changes from the previous policy:

- The US flag is authorized to fly on the new flagpole at Stinson and Pioneer.
 - The Gig Harbor Police Department flag and the flags of Washington State and the United States are allowed to be displayed on stanchions within the police department. The flags have traditionally been on display in the PD but were omitted from the prior policy.
 - The US flag is authorized to be displayed seasonally from streetlights and utility poles. This is a tradition that was omitted from the previous policy.
 - Any authorized flag under 12" long is authorized to be displayed for special events or seasonally. This will allow for small decorative flags to be used in parks and facilities to mark special occasions and holidays.
-

FISCAL CONSIDERATION: None.

ATTACHMENTS:

1. Resolution 1334
 2. Resolution 1291
-

STRATEGIC PLAN PRIORITY: Strategic Plan Priority 6 - Provide a safe, healthy, and inclusive community

RESOLUTION 1334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A FLAG DISPLAY POLICY

WHEREAS, the city council adopted Resolution 1291 on September 11, 2023, to memorialize a policy regarding which flags are displayed and when and how flags are flown or lowered to half-staff inside and outside of city facilities; and

WHEREAS, the city council declares that the flagpoles and other city infrastructure included in this policy are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for displaying flags as required by law and for the expression of the city's official government speech, or both; and

WHEREAS, the city council desires to amend the flag display policy to include flag displays at the Welcome Plaza located at the intersection of Stinson Avenue and Pioneer Way and within the Gig Harbor Police Department.

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

Section 1. The display policy as set forth the in Exhibit A is hereby adopted.

Section 2. Resolution 1291 is hereby repealed

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of May, 2025.

Mary K. Barber
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

EXHIBIT A

City of Gig Harbor Flag Display Policy

Flags Allowed to be Displayed

It is the intent of this policy to provide guidance for the display of the following flags at city owned or operated facilities within the City of Gig Harbor:

- A. The flag of the United States as defined in [4 U.S.C. 1](#).
- B. The flag of the state of Washington as defined in RCW [1.20.010](#).
- C. The National League of Families' Prisoners of War/Missing in Action (POW-MIA) flag as defined in [36 U.S.C. 902](#).
- D. The Pride flag
- E. The Puyallup Tribe of Indians flag
- F. The Gig Harbor Police Department flag
- G. Sister city flags

All flags shall be displayed in compliance with the flag code as defined in [4 U.S.C. 1](#). Any flag not identified in this policy may not be displayed on city owned or operated facilities.

Time and occasions for display

- A. The flag of the United States shall be displayed on all days at the following locations:
 - 1. On a flagpole outside of the front doors of the Civic Center
 - 2. On the flagpole at Skansie Brothers Park
 - 3. On the flagpole at Kenneth Leo Marvin Veterans Memorial Park;
 - 4. On the flagpole at the Welcome Plaza located at the intersection of Stinson Avenue and Pioneer Way
 - 5. On a stanchion in council chambers
 - 6. On a stanchion within the Gig Harbor Police Department

In addition, the flag of the United States may displayed seasonally on street lights and utility poles, at the discretion of the mayor.

- B. The flag of the state of Washington shall be displayed on all days at the following locations:
 - 1. On a flagpole outside of the front doors of the Civic Center
 - 2. On a stanchion in council chambers
 - 3. On a stanchion within the Gig Harbor Police Department
- C. On the dates designated in RCW 1.20.017, the National League of Families' POW-MIA flag shall be displayed at the following locations:
 - 1. On a flagpole outside of the front doors of the Civic Center beneath the flag of the United States.

2. On the flagpole at Kenneth Leo Marvin Veterans Memorial Park beneath the flag of the United States.

If the designated day falls on a Saturday or Sunday, then the POW-MIA flag will be displayed on the preceding Friday. If the designated day is a city holiday, then the flag will be displayed starting on the last business day preceding the holiday and will be removed on the next business day following the holiday.

- D. The Pride flag shall be displayed on a flagpole outside of the front doors of the Civic Center during the month of June, except that the Pride flag shall not be displayed on the same flagpole as the flag of the United States, unless no other flagpole is available. The Pride flag shall also be displayed on a stanchion in council chambers during the month of June. The specific Pride flag displayed by the city should be consistent with the Pride flag displayed at the State Capitol.
- E. The Puyallup Tribe of Indians flag shall be displayed on a stanchion in council chambers during the months of October and November.
- F. The Gig Harbor Police Department flag shall be displayed on a stanchion within the Gig Harbor Police Department.
- G. Flags of Gig Harbor's sister cities may be displayed at the discretion of the mayor during official visits from sister city delegations.

Any of the flags listed above which measure less than 12" in length may be displayed for special events or seasonally in city parks and facilities at the discretion of the mayor.

Display of Flags during Municipal Court Proceedings

The municipal court judge retains the discretion to remove any flag from council chambers during municipal court proceedings, except for the flags of the United States and the state of Washington, in accordance with Washington state court general rules.

Display of Flags at Half-Staff

Flags on the flagpole outside of the Civic Center, on the flagpole at Skansie Brothers Park, on the flagpole at Kenneth Leo Marvin Veterans Memorial Park, and on the flagpole at the Welcome Plaza located at the intersection of Stinson Avenue and Pioneer Way shall be lowered to half-staff in accordance with any direction issued by the governor of the state of Washington, with the provision that the raising and lowering of flags shall occur during regular business hours.

In addition, the mayor may direct flags to be lowered to half-staff in recognition of events of local significance.

RESOLUTION 1291

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A FLAG DISPLAY POLICY

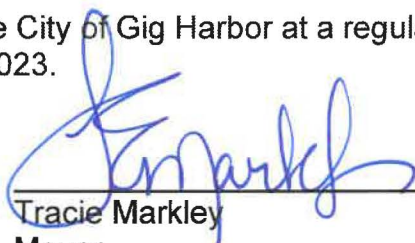
WHEREAS, the city council desires to memorialize a policy regarding which flags are displayed and when and how flags are flown or lowered to half-staff inside and outside of city facilities; and

WHEREAS, the city council declares that the flagpoles and other city infrastructure included in this policy are not intended to serve as a forum for free expression by the public, but rather as a non-public forum for displaying flags as required by law and for the expression of the city's official government speech, or both;

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

Section 1. The display policy as set forth the in Exhibit A is hereby adopted.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 11th day of September, 2023.



Tracie Markley
Mayor

Attest:



Joshua Stecker, CMC
City Clerk

EXHIBIT A

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 - 3. On the flagpole at Kenneth Leo Marvin Veterans Memorial Park;
 - 4. On a stanchion in council chambers
- B. The flag of the state of Washington shall be displayed on all days at the following locations:
 - 1. On a flagpole outside of the front doors of the Civic Center
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If the designated day falls on a Saturday or Sunday, then the POW-MIA flag will be displayed on the preceding Friday. If the designated day is a city holiday, then the flag will be displayed starting on the last business day preceding the holiday and will be removed on the next business day following the holiday.
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displayed on the same flagpole as the flag of the United States, unless no other flagpole is available. The Pride flag shall also be displayed on a stanchion in council chambers during the month of June. The specific Pride flag displayed by the city should be consistent with the Pride flag displayed at the State Capitol.

- E. The Puyallup Tribe of Indians flag shall be displayed on a stanchion in council chambers during the months of October and November.
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Flags on the flagpole outside of the Civic Center, on the flagpole at Skansie Brothers Park, and on the flagpole at Kenneth Leo Marvin Veterans Memorial Park shall be lowered to half-staff in accordance with any direction issued by the governor of the state of Washington, with the provision that the raising and lowering of flags shall occur during regular business hours.

In addition, the mayor may direct flags to be lowered to half-staff in recognition of events of local significance.



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

Meeting Date: May 27, 2025

SUBJECT: Resolution 1355 Authorizing Canfield Single-Family Residence Sewer and Water Utility Extension Agreements

SUBMITTED BY: Public Works Director Jeff Langhelm, PE

DEPARTMENT: Public Works

PHONE: (253) 853-7630

SUGGESTED MOTION: Move to approve Resolution 1335.

BACKGROUND INFORMATION: Ronald Canfield is in the process of permitting through Pierce County a single family residence (SFR) outside city limits but inside the city's urban growth area. This applicant previously applied for and was approved for a water and sewer UEA in 2017 under Resolution 1091. Those agreements have since expired because no connection was made and no permits were submitted to Pierce County for the SFR.

Ronald Canfield has requested 1 ERU of sewer and 1 ERU of water. This application is to re-establish the expired 2017 agreement. The applicant has requested that the fees he paid previously per Section 6 of each agreement be applied to this agreement.

RCW 35.67.310 and RCW 35.92.200 authorize the City to provide water and sewer utility services to property beyond the city limits. Ordinance 1235 allows the extension of water and sewer utilities to properties within the city's urban growth areas without the requirement to first annex. Ordinance 1235 further provides conditions in Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) for connection to such utilities.

Following the requirements of Chapter 13.34 GHMC, Ronald Canfield has requested the City of Gig Harbor's water and sewer utility serve his single family residence. This SFR, located at 9505 Randall Drive, would require a service extension of the city's water and sewer systems into the SFR lot from the mains on Randall Drive. The city currently has capacity to provide the requested utility connections.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. Resolution 1335
2. Resolution 1335 Exhibit A

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

RESOLUTION 1335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENDING SEWER AND WATER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF ONE SEWER UTILITY EXTENSION AGREEMENT AND ONE WATER UTILITY EXTENSION AGREEMENT WITH RONALD K. AND MAUREEN A. CANFIELD, TO A SINGLE-FAMILY RESIDENCE IN PIERCE COUNTY, WASHINGTON

WHEREAS, Ronald Canfield is in the process of permitting through Pierce County one single-family residence outside city limits but inside the city's urban growth area and has requested one connection of water and sewer; and

WHEREAS, Ronald K. and Maureen A. Canfield have requested connection to the City of Gig Harbor's sewer and water utility to serve his single-family lot located at 9505 Randall Drive; and

WHEREAS, RCW 35.67.310 and RCW 35.92.200 authorize the city to provide water and sewer utility services to property beyond the city limits; and

WHEREAS, Chapter 13.34 of the Gig Harbor Municipal Code (GHMC) requires the property owner seeking a utility extension to enter into a utility extension agreement with the city as a condition of a utility extension; and

WHEREAS, the city currently has capacity to provide the requested utility connections;

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

Section 1. The city council hereby authorizes the mayor to execute the utility extension agreements attached hereto as Exhibit A, with the owners, Ronald K. and Maureen A. Canfield.

Section 2. The city council hereby directs the city clerk to record the utility extension agreements against the property legally described in Exhibit A of the utility extension agreements, at the cost of the applicant.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 27th day of May, 2025.

Mary K. Barber
Mayor

Attest:

Joshua Stecker, CMC
City Clerk

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Sewer Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID

Grantor(s) (Last name first, then first name and initials)

Canfield , Ronald K. and Maureen A.

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 05, Township 21, Range 02, Quarter 21

Assessor's Property Tax Parcel or Account Number: 0221052054

Reference Number(s) of Documents assigned or released: _____

UTILITY EXTENSION, CAPACITY AGREEMENT AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into this _____ day of _____, 2025, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Canfield, Ronald K. and Maureen A., an individual (the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" and shown in the location map in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner's property is not currently within the City limits; and

WHEREAS, the Owner desires to connect to the City sewer utility system, hereafter referred to as the "utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal Code, as now enacted or hereinafter amended; and

WHEREAS, on May 27, 2025 the City Council held a Council meeting on this Utility Extension Capacity Agreement; NOW, THEREFORE,

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties agree as follows:

TERMS

1. Warranty of Title. The Owner warrants that Owner is the owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Randall Drive NW (street or right-of-way) at the following location: 9505 Randall Drive NW, Gig Harbor, WA 98335

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City Engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewage system one (1) ERU's; provided however, that the City retains the authority to temporarily suspend such

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capacity where necessary to protect public health and safety, or where required to comply with the

City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement shall not constitute ownership by the Owner of any facilities comprising the City sewage system. The City agrees to reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner paid the City the sum of \$ 2,169, which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity on 11/02/2017. This payment shall reserve the specified capacity for a period of up to three years from the date of the Mayor's execution.

B. In the event the Owner has not made connection to the City's utility system by the date set forth above and no extension of the commitment period occurs as outlined below, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

C. In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the expiration of the commitment period, the Owner shall be entitled to a refund of the capacity commitment payment (without interest), less a five percent (5%) administrative fee.

6. Extension of Commitment Period. The Owner may extend the capacity commitment period for the life of the underlying development application or the underlying development approval upon payment of a capacity commitment payment of 100% of the value of the current general facilities charge. At the time of actual connection, per GHMC 13.34.040(7), if the sewer general facilities charge has increased, the Owner shall pay the difference between what was paid for the capacity commitment payment and the actual cost of the current general facilities charge. The Owner paid the City the sum of \$ 12,291, which is 100% of the current general facilities charge, to reserve the above specified capacity on 08/26/2020.

7. Permits; Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any and all necessary permits, easements, approvals, and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including, but no limited to, the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City

required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. Record drawings in a form acceptable to the City Engineer;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Engineer, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two years.

9. General Facilities Charges. The Owner agrees to pay the applicable general facilities charges, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner physically connects his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's general facilities charges. Should the Owner not connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a prorated percentage basis to the general facilities charges as they are levied.

10. Service Charges. In addition to the general facilities charges, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist (which is presently at 150% the rate charged to customers inside city limits) or as they may be hereafter amended or modified.

11. Annexation.

A. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- i. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- ii. City of Gig Harbor ordinances, resolutions, rules and regulations will apply to the property upon the effective date of annexation;
- iii. Governmental services, such as police, fire and utility service will be provided to the property by the City of Gig Harbor upon the effective date of annexation;

- iv. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- v. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- vi. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Public Works Standards and Utility Regulations. Owner agrees to comply with all of the requirements of the City's public works standards relating to sewer and utility regulations when developing or redeveloping all or any part of the property described on Exhibit "A", and all other applicable sewerage standards in effect at the time.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. The lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended.

14. Termination for Noncompliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer, in addition to any other remedies available to the City.

15. Waiver of Right to Protest LID. (If applicable)

A. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

{AXS1214484.DOC;1/00008.900000/ }

Installation of a single family sewer lateral connection to the existing 8-inch sewer main located in Randall Dr.

B. Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

C. With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

TO THE OWNER:

Ronald K. and Maureen A. Canfield
601 133rd St NW
Gig Harbor, WA 98332

20. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this _____ day of _____, 2025.

OWNER:

CITY OF GIG HARBOR

By: Ronald K. Canfield

By: _____

Its Owner

Its Mayor

(Owner, President, Managing Member)

Attest:

City Clerk, Josh Stecker

Approved as to form:
Office of the City Attorney

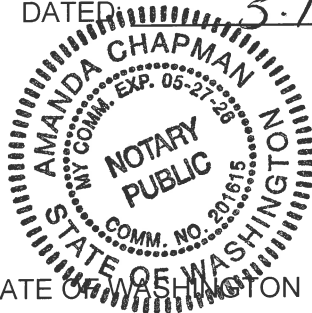
STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

{AXS1214484.DOC;1/00008.900000/ }

I certify that I know or have satisfactory evidence that Ronald Canfield 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 Owner of 9505 Randall Dr

_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5.19.25



STATE OF WASHINGTON

COUNTY OF P I E R C E

Amanda Chapman

Printed: Amanda Chapman

Notary Public in and for Washington

Residing at: 3510 Grandview

My appointment expires: 5.27.28

))

ss.

)

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

DATED: _____

Printed: _____

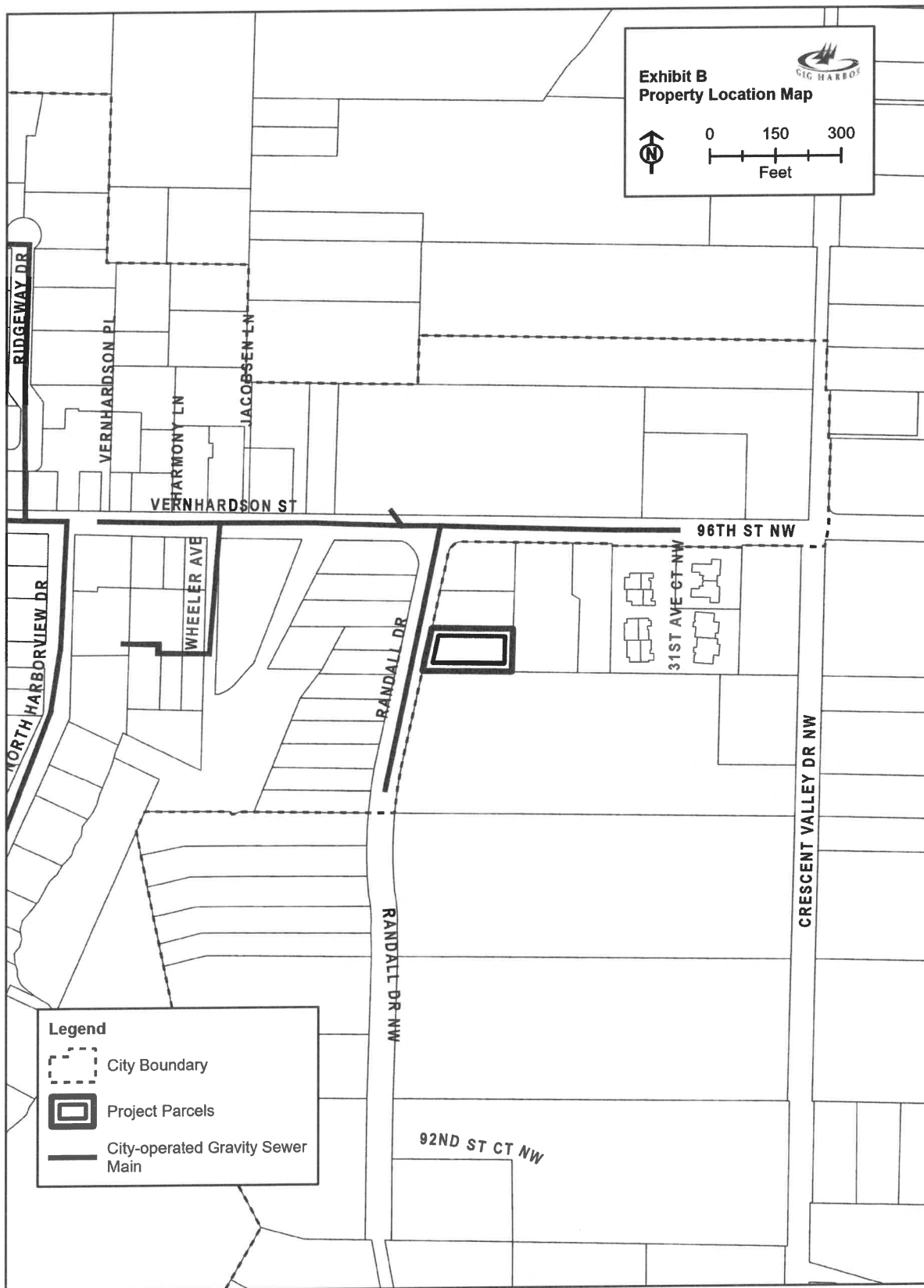
Notary Public in and for Washington

Residing at _____

My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

SECTION 05 TOWNSHIP 21 RANGE 02 QUARTER 21 : COM NE COR LOT 4
ABAND MIL RESERV TH W 690.3 FT S 230 FT TO POB TH CONST S LI OF SD LOT
4 TH W TO ELY LI OF HALL RANDALL REVISION CO RD TH NELY ALG SD ELY LI
PAR WITH & 230 FT S OF N LI OF SD LOT 4 TH E TO POB EASE OF RECORD SEG
E 6580



AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID

Grantor(s) (Last name first, then first name and initials)

Canfield, Ronald K. and Maureen A

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 05, Township 21, Range 02, Quarter 21.

Assessor's Property Tax Parcel or Account Number: 0221052054

Reference Number(s) of Documents assigned or released:

**UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into this _____ day of _____, 2025, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Canfield, Ronald K. and Maureen A., an individual (the "Owner").

v

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" and shown in the location map in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the Owner's property is not currently within the City limits; and

WHEREAS, the Owner desires to connect to the City's water utility system, hereafter referred to as the "utility," and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal Code, as now enacted or hereinafter amended; and

WHEREAS, on May 27, 2025 the City Council held a Council meeting on this Utility Extension Capacity Agreement; NOW, THEREFORE,

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties agree as follows:

TERMS

1. Warranty of Title. The Owner warrants that Owner is the owner of the property described in Exhibit 'A', which is attached hereto and incorporated herein by this reference, and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Randall Drive NW (street or right-of-way) at the following location: 9505 Randall Drive NW, Gig Harbor, WA 98335.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City Engineer. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Water Capacity Commitment. The City agrees to provide to the Owner water utility service and hereby reserves to the Owner one (1) ERU's; provided however, that the City retains the authority to temporarily suspend such capacity where it is necessary to comply with other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any modification to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this Agreement shall not constitute ownership by the Owner of any facilities comprising the City's water system. The City agrees to reserve to the Owner this capacity as set forth in GHMC 13.34.030.

5. Capacity Commitment Payment.

A. The Owner paid the City the sum of \$ 1,095, which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity on 11/02/2017. This payment shall reserve the specified capacity for a period of up to three years from the date of the Mayor's execution.

B. In the event the Owner has not made connection to the City's utility system by the date set forth above and no extension of the commitment period occurs as outlined below, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

C. In the event the Pierce County Boundary Review Board should not approve extension of the City's water system prior to the expiration of the commitment period, the Owner shall be entitled to a refund of the capacity commitment payment (without interest), less a five percent (5%) administrative fee.

6. Extension of Commitment Period. The Owner may extend the capacity commitment period for the life of the underlying development application or the underlying development approval upon payment of a capacity commitment payment of 100% of the value of the current general facilities charge. At the time of actual connection, per GHMC 13.34.040(7), if the water general facilities charge has increased, the Owner shall pay the difference between what was paid for the capacity commitment payment and the actual cost of the current general facilities charge. The Owner paid the City the sum of \$ 9,307.50, which is 100% of the current general facilities charge, to reserve the above specified capacity in 08/26/2020.

7. Permits; Easements. Owner shall secure and obtain, at Owner's sole cost and expense, any and all necessary permits, easements, approvals, and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including, but no limited to, the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. Record drawings in a form acceptable to the City Engineer;

B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;

C. A bill of sale in a form approved by the City Attorney; and

D. A bond or other suitable security in a form approved by the City Attorney and in an

amount approved by the City Engineer, ensuring that the facilities will remain free from defects in workmanship and materials for a period of two years.

9. General Facilities Charges. The Owner agrees to pay the applicable general facilities charges, in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner physically connects his/her property to the system. Any commitment payment that has not been forfeited shall be applied to the City's general facilities charges. Should the Owner not connect 100% of the Water Capacity Commitment, the Capacity Commitment payment shall be credited on a prorated percentage basis to the general facilities charges as they are levied.

10. Service Charges. In addition to the general facilities charges, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist (which is presently at 150% the rate charged to customers inside city limits) or as they may be hereafter amended or modified.

11. Annexation.

A. Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- i. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- ii. City of Gig Harbor ordinances, resolutions, rules and regulations will apply to the property upon the effective date of annexation;
- iii. Governmental services, such as police, fire and utility service will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- iv. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- v. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- vi. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

B. With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner

contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Public Works Standards and Utility Regulations. Owner agrees to comply with all of the requirements of the City's public works standards relating to water and utility regulations when developing or redeveloping all or any part of the property described on Exhibit "A", and all other applicable water standards in effect at the time.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. The lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended.

14. Termination for Noncompliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter onto the Owner's property and for that purpose disconnect the water, in addition to any other remedies available to the City.

15. Waiver of Right to Protest LID. (If applicable)

A. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

Installation of a single family water service connection to the existing 8-inch water main located in Randall Dr.

B. Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

C. With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

TO THE OWNER:

Ronald K. and Maureen A. Canfield
601 133rd St NW
Gig Harbor , WA 98332

20. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this _____ day of _____, 2025.

OWNER:

CITY OF GIG HARBOR

By: Ronald K. Canfield
Its Owner
(Owner, President, Managing Member)

By: _____
Its Mayor

Attest:

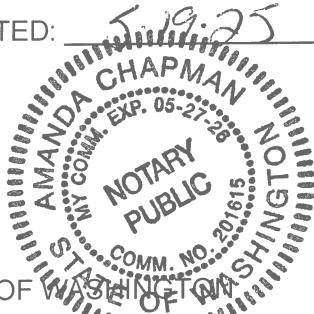
City Clerk, Josh Stecker

Approved as to form:
Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Ronald Canfield 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 Owner of 9505 Randall Dr, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 19, 2015



STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

Amanda Chapman
Printed: Amanda Chapman
Notary Public in and for Washington
Residing at: 3510 Grandview St
My appointment expires: 5-27-26

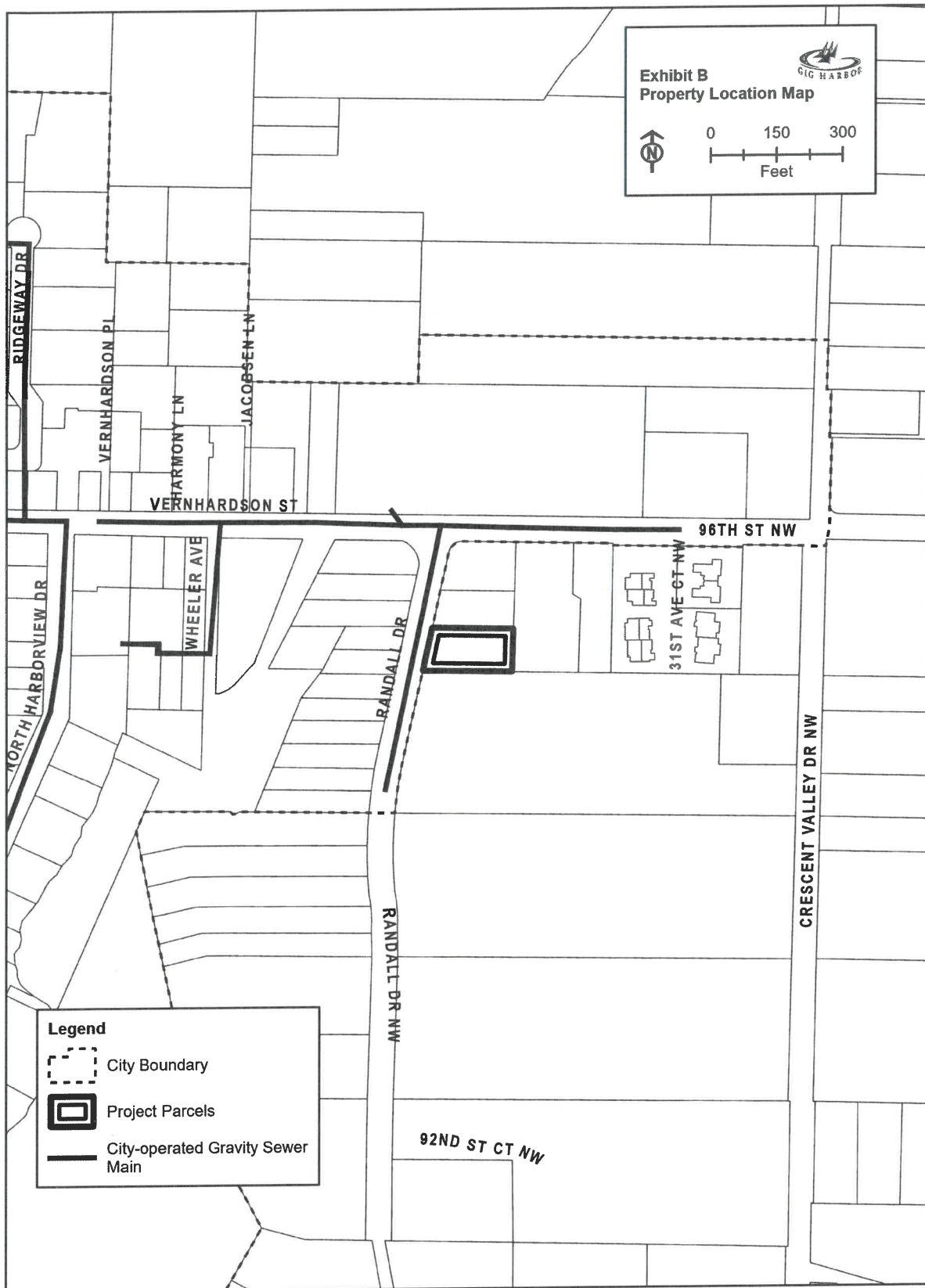
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor, to be the free and voluntary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

DATED: _____

Printed: _____
Notary Public in and for Washington
Residing at _____
My appointment expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

SECTION 05 TOWNSHIP 21 RANGE 02 QUARTER 21 : COM. NE COR LOT 4
ABAND MIL RESERV TH W 690.3 FT S 230 FT TO POB TH CONST S LI OF SD LOT
4 TH W TO ELY LI OF HALL RANDALL REVISION CO RD TH NELY ALG SD ELY LI
PAR WITH & 230 FT S OF N LI OF SD LOT 4 TH E TO POB EASE OF RECORD
SEG E 6580





DEPARTMENT UPDATES

Wednesday, May 21, 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

Public Works Appreciation Week: In honor of National Public Works Week, we're proud to recognize the essential work of our public works team here in the City of Gig Harbor. From infrastructure maintenance to water and wastewater management, fleet services, streets, and parks, these professionals are vital to the quality of life in our community. Their dedication keeps the city running: quietly, efficiently, and often unnoticed. Mayor Barber and City Administrator Katrina Knutson visited each public works office to deliver small tokens of appreciation and gratitude on May 19 and 20.

Thank you to our incredible public works engineering, parks, water, wastewater, and operations teams for your tireless service, your teamwork, and your commitment to the community. We appreciate you this week and every day!

2025 Legislative Session review: State Lobbyist Shelly Helder joined the City Council Study Session on May 15 to provide a recap of the 2025 Washington State Legislative Session, the first year of the biennium. Democrats held majorities in both chambers. The session saw 2,387 bills introduced, with 431 enacted, which was fewer than in previous years. While revenue growth slowed to 3.5%, the legislature approved \$4.3 billion in new taxes, primarily through an increase in state B&O taxes. The capital budget was \$1.5 billion lower than the last cycle, and the \$15.5 billion transportation budget faced a \$1 billion shortfall, with no new project investments. The city's \$1 million request for the Commercial Fisherman's Homeport was not funded; however, \$1.68 million for the city's SR 16/Wollochet Drive safety improvements was successfully retained in the transportation budget. This counts for a lot, considering not every community who had projects pushed to future budget cycles got their funding restored. Other key outcomes included new laws supporting childcare, renter protections, and public defense grants, although infrastructure funds were redirected to balance the capital budget. The city is grateful for all the support we received from state representatives to preserve funding for city projects and maintain awareness for the city's needs and priorities. The 2026 Legislative Session begins January 12.

Faith Leaders Gathering: On May 6, the Housing, Health, and Human Services (H3) Program Manager assisted the mayor in hosting the quarterly Faith Leaders Gathering. We were joined by several faith leaders in the community to participate in a dynamic presentation from Family Promise of Pierce County. Family Promise of Pierce County helps families experiencing homelessness achieve lasting independence through emergency shelter, case management, and housing stability services. Their model relies on partnerships with many local organizations, including congregations

to provide shelter and community support, making faith communities essential to their mission. By connecting with Family Promise, faith leaders have a meaningful opportunity to directly serve vulnerable families and address the root causes of homelessness in our community.

Good Roots Tour: On May 14, the H3 and City Administrator Knutson had the opportunity to tour Good Roots Northwest for the second time and discuss a potential future partnership. Good Roots has revolutionized access to foodbanks with their *Food Lockers*, which provide 24 access to food that is ordered online through an individual's phone. This removes barriers that hours of operation often pose. We are excited about continuing the conversation of how this would help our community.

Legal Aid Popups: The H3 program hosted two legal aid popups this month on 5/13 and 5/19; both well attended. Friendly reminder, this service is available to all in Pierce County, which includes city staff. Therefore, if you have a civil legal question you would like to ask (for free of charge), you are welcome to stop by one of the bimonthly popups. The next popups are scheduled for 6/10 from 4pm-6pm and 6/16 from 10am-noon.

COMMUNITY DEVELOPMENT

Community Development Director Eric Baker

As the department continues to fill vacancies, we would like to welcome Kyle Hendricks as Associate Planner. He will be a great addition so swing by and say hello.

To continue our march toward full staffing, the department held interviews for the vacant Senior Planner position and hope to have a successful candidate in the next several weeks, keeping Human Resources staff busy. 😊

Planning: City council approved amendments to city code, allowing flexibility for accessory dwelling units (ADUs) on existing properties. Consistent with state legislation, these revisions allow up to two ADUs per property, each up to 1,200 square feet in size with a 50% reduction in impact fees. These are intended to diversify housing opportunities for new residents and those looking for different housing opportunities in the city. Great thanks to Jeremy Hammar who saw this update through its robust, 18-month public process.

Building: The Building & Fire Division issued 24 permits this reporting period, including those for preliminary work for a new tenant at the Nelick Warehouse on 57th and additional remodeling work at the Rosedale Townhomes. A demo permit was issued for a structure at the Sehmel Business Park.

Final inspections were completed on the Albertsons to Safeway transition work at Gig Harbor North, as well as those for a new x-ray facility at Saint Anthony's Hospital.

Code Enforcement: We are continuing to address our caseload by monitoring corrective action deadlines and conducting follow-up inspections. Resolving issues such as unpermitted work, critical area review, and public nuisances can be complex and time-consuming, often involving multiple steps and departments to achieve full compliance.

We have had an uptick in chickens and rooster calls this month. You can find our livestock code located in [Title 6](#) of the Gig Harbor Municipal Code.

COURT

[Court Administrator Stacy Colberg](#)

No updates this week but stay tuned.

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
Wastewater Maintenance Technician	FT	Open until 5/27
Seasonal Worker (Temporary 6 Vacancies)	FT	Open until 6/30
Laborer	FT	Louis Dummitt starting 5/27
Seasonal Worker	Temp	William Colby starting 5/27
Development Review Engineer	FT	Jacob Bradley starting 6/2
Maintenance Technician (PW Ops)	FT	Kyle Corroon starting 6/2
Public Works Assistant (PW Ops)	FT	Brenda Bright starting 6/2
Community Development Assistant	FT	Closed - selection pending
Court Assistant	PT	Closed - selection pending
Senior Planner	FT	Closed - selection pending

POLICE

Police Chief Kelly Busey

Patrol Car Collision: During the evening of May 9, a driver ran a red light and struck one of our patrol cars on the driver's side. It caused significant damage to both cars, but thankfully nobody was hurt in the incident. The patrol car is likely totaled and we will be working with RMSA to determine next steps. This 2015 model was one of the oldest cars in our fleet, but it still creates a burden on ensuring we have enough vehicles as we wait for six new patrol cars expected to be delivered this summer.

Drone: Our new police drone arrived recently and two of our officers will undergo a full day of training on May 29th to complete their certification to operate the drone in a fairly restricted airspace above Gig Harbor. Our process includes obtaining waivers from the FAA to allow us to operate in this area. We hope that this will be a terrific help not only in police operations, but also to other city departments, such as Public Works.

PUBLIC WORKS

Public Works Director Jeff Langhelm

Doris Heritage Park: The city's contractor is working on the last several items that will allow the city to take possession of the park and open it to the public, including some concrete work, court surfacing and occupancy of the restroom building. The parks manager has been in touch with the Heritage family and is preparing an informational sign about Doris for installation in the park. Stay tuned for details on the ribbon cutting ceremony.

Parks Code: The parks manager is working on moving the parks code from Title 9 in the Gig Harbor Municipal Code to its own chapter, while also incorporating special event permits and docks code into the parks title. The proposed changes will be discussed at the May 29 city council study session.

Wastewater Operations: (1) Wastewater collection staff recently removed grease from wet wells at lift stations 2, 11, 14, and 21. James continues to work with food service establishments on the education and compliance of the city's fats, oils, and grease (FOG) program. Staff have also begun to work on enhancing enforcement of this program as supported by council. (2) Nancy is working to complete and close out a grant from the Department of Ecology. This grant, totaling \$103,954, was used to help pay for costs associated with Ecology's nutrient removal permit requirements and partial design of the wastewater treatment plant digester upgrades. This was not an easy task. Kudos to Nancy for her work on this to save city sewer rate payers just over \$100,000. (3) Jim is sampling for priority pollutants being discharged in the treatment plant effluent. This is an annual requirement per the city's NPDES discharge permit.

Maritime Gig Festival Preparations: Many Operations Division staff have already been heavily involved for months with planning and preparing for the upcoming Maritime Gig Festival. This event is a great celebration of our community and, due to the size and popularity of the event, has significant. This preparation work is blended with enhanced shoulder mowing and general clean-up around town.

Streets and Storm Operations: (1) Crews are beginning to install the traffic signal battery backup system for the intersection of Olympic Dr/50th St/32nd Ave. The benefits of these systems were reaped recently with two power outages that allowed the city's first traffic signal batter backup system at Pt Fosdick Dr/Olympic Dr to work flawlessly for the duration of power loss. (2) Operations Staff and Engineering Staff are working collaboratively to clarify the limits and maintain a stormwater easement in the Fairway Estates neighborhood. This work will likely require the services of a surveyor before city crews can begin performing maintenance. (3) The streetlight flower baskets have been hung around town. Crews are now working to place American flags on many streetlights and utility poles.

Parks/Grounds/Facility Operations: (1) Once again, Parks Appreciation Day was a huge success on May 3. The city sends a big THANK YOU to everyone who participated! This work is greatly appreciated by city Parks staff. (2) Crews have aerated and fertilized the lawn at Skansie Park this week in preparation for the start of the farmers market and the many upcoming summer season events at Skansie Park. (3) The splash pad at Skansie Park has been turned on and is now operating for the season. (4) Staff is still working with the Civic Center HVAC contractor, McDonald-Miller, to complete comfort balancing at the building.

Water Operations: (1) The third round of backflow prevention program letters were mailed on May 5. Subsequently, staff have been working with backflow owners on inspections and repairs of their systems. (2) Crews have started the annual maintenance of pressure reducing valves, which maintain water pressure and flow between our water system pressure zones. This annual maintenance is a part of what ensures the city's water system is ready to respond in any event. (3) The city's annual water system consumer confidence report has been completed and will be showing up in utility bills and city website soon. (4) Crews are repairing a water leak at a fire hydrant at Harborwood West Apartments along Soundview Drive. These types of repairs help the city keep the volume of unaccounted water at low levels.

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: May 27, 2025

SUBJECT: Professional Service Contract for Cushman Trail Phase 2 Geotech Services

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: (253) 853-8253

SUGGESTED MOTION: Move to authorize the mayor to execute a professional services contract with HWA GeoSciences, Inc. for a geotechnical assessment for Cushman Trail Phase 2 in an amount not to exceed \$14,883.

BACKGROUND INFORMATION: Public works operations crews maintaining the Cushman Trail began noticing a portion of the fence on the phase 2 portion trail, north of Rosedale, starting to tilt outwards at the beginning of 2025. In March, they placed cones inside of the fence line to keep trail users away from the fence to avoid injury if the fence were to give way.

This portion of the trail is built upon an earthen wall, and has a steep slope to a culvert and ravine 30 feet below. In order to ensure the stability of the trail and safety for trail users, it is necessary to conduct a geotechnical assessment of the earthen wall.

The city requested the geotechnical assessment from Landau Associates, who did the initial geotechnical analysis when this section of the trail was built. They no longer perform geotechnical work, but referred the city to HWA Geosciences. HWA submitted the attached scope of work and fee schedule.

Staff is requesting that council authorize the mayor to execute the agreement to assess the small section of the Cushman Trail Phase 2, which will determine the stability of the trail and if further geotechnical work is needed.

FISCAL CONSIDERATION: The project is not included in the 2025-26 budget but will be included in the mid-biennial review in November 2025. Adequate funds exist in the Parks Operating ending fund balance to pay for this contract work.

Expenditure Required: \$ 14,883	Amount Budgeted: \$0	Appropriation Required: \$
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ATTACHMENTS:

1. Photos
 2. COGH Prof Serv Contract HWA draft
-

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

Photos of Cushman Trail Phase 2 Fence



East railing leaning toward ravine



Top view of railing



Trail with cones

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HWA GEOSCIENCES INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and HWA Geosciences Inc., a Washington corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Cushman Trail Phase 2 Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fourteen Thousand Eight hundred Eighty Three Dollars (\$14,883) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A – Scope of Work**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2025; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

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

8. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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

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

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Professional's profession.

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

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Employer's Liability, each accident \$1,000,000, Employer's Liability Disease-each employee \$1,000,000, and Employer's Liability Disease - Policy Limit \$1,000,000.
4. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim/aggregate.

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

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

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

G. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily

limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Steven Wright
HWA Geosciences Inc.
21312 30th Dr SE
Bothell, WA 98021
425-774-0106

City of Gig Harbor
ATTN: Jennifer Haro
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

16. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. If extending the duration of the Agreement only, the parties may agree to such duration extension by written instrument approved and signed by the Consultant and by the Department Director if all other terms of the Agreement are unchanged and remain in full force and effect for the entire new duration of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A



April 29, 2025
HWA Proposal No. 2025-P052-21

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

Attention: Ms. Jennifer Haro, Parks Manager

Transmitted via email to: *JHaro@gigharborwa.gov*

**Subject: REVISED PROPOSAL FOR GEOTECHNICAL ASSESSMENT SERVICES
Cushman Trail Phase 2
Gig Harbor, Washington**

Dear Ms. Haro:

HWA Geosciences Inc. (HWA), a certified women-owned and minority-owned business, is pleased to submit this revised proposal for geotechnical assessment services in support of the Cushman Trail Phase 2 project in Gig Harbor, Washington (site). This proposal has been prepared with information provided by the City of Gig Harbor (City; project owner).

PROJECT BACKGROUND

The development area associated with Phase 2 of the Cushman Trail consists of a pedestrian/bike trail that spans between Hunt Street and Borgen Boulevard. The trail is paved with pervious asphalt and is about 3.5 miles long and 16 feet wide with 4-foot gravel shoulders.

The City has recently noticed signs of distress along the trail, between approximate trail centerline stations 309+50 and 315+50 (per sheet RW03 of the 2010 WHPacific as-built plans). Specifically, the fence on top of an existing structural earth wall appears to be leaning. The structural earth wall is approximately 30 feet high and supports an embankment that spans a culvert. The City has requested HWA to evaluate this section of the trail and assess the potential for impacts to life safety.

PROPOSED SCOPE OF SERVICES

HWA will provide geotechnical assessment services in support of the project. Specifically, HWA will complete the following activities.

PROJECT MANAGEMENT

- **Geotechnical Task and Contract Management:** HWA will provide task management of all geotechnical related aspects of the project. HWA will correspond with the design team in the form of meetings, emails, and telephone calls, as necessary.
- **Project Meetings:** HWA will participate in up to two (2) one-hour virtual meetings with the City.
- **Invoice Generation and Processing:** HWA will prepare monthly invoices, and progress reports for the duration of the project.

GEOTECHNICAL ASSESSMENT SERVICES

- **Collect and Review Available Geotechnical Data:** HWA will collect and review readily available geotechnical information for the area in the vicinity of the project site. This review will include online geotechnical databases, geologic maps, the HWA library, and geotechnical information provided by the City.
- **Site Reconnaissance:** HWA will make one (1) site visit to observe current trail conditions between approximate trail centerline stations 309+50 and 315+50 and provide a qualitative assessment (i.e., based on observed surface conditions) of the affected retaining wall, trail, and nearby slope conditions. Quantitative slope stability analysis (i.e., computer modeling) is not included in this scope but may be included in a future phase of services.
- **Geotechnical Assessment Reporting:** HWA will provide a qualitative geotechnical assessment of the existing trail and retaining wall conditions between approximate trail centerline stations 309+50 and 315+50. The geotechnical assessment will be summarized in a draft geotechnical memorandum. Upon receipt of consolidated comments from the City, HWA will prepare a final geotechnical memorandum. The geotechnical memorandum will include the following:
 - Summary of existing geological and geotechnical data for the project site.
 - Results of exploration and laboratory testing from existing documentation (i.e., explorations and laboratory testing performed by others previously and documented in historical reports) between about trail centerline stations 309+50 and 315+50, descriptions of surface conditions observed during HWA's site reconnaissance, and a site plan showing pertinent features.
 - Preliminary qualitative assessment of existing conditions. The assessment will address qualitative retaining wall and slope stability conditions (i.e., based on field reconnaissance observed surface conditions) and an opinion of risk to

public safety. Quantitative stability analysis (i.e., computer modeling) is not included in this scope but may be included in a future phase of services.

- Preliminary alternatives for addressing existing retaining wall instabilities and trail repair, and mitigation considerations.
- Recommendations for additional geotechnical services that would be needed to support design of the preferred alternative for addressing existing retaining wall instabilities and trail repair.
- **HWA QA/QC:** All recommendations will be reviewed by a senior geotechnical engineer prior to distribution to the City.

ASSUMPTIONS

HWA made the following assumptions when preparing this scope of services and cost estimate:

- Subsurface explorations (e.g., drilling) are not included in this scope of services.
- Quantitative evaluation of slope stability (i.e., computer modeling) is not included in this scope of services.
- Recommendations for lateral earth pressures for retaining walls and temporary shoring and below-grade structures, and earthwork and grading, are not included in this scope of services.
- Construction phase services are not included. If these services are needed, a budget amendment will be required.
- All costs are estimated and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
- The City will provide HWA with available geotechnical information (e.g., historical records, etc.).

PROJECT BUDGET

HWA's services proposed herein will be provided on a time-and-expense basis for an amount not to exceed **\$14,883**, as detailed in the attached level of effort spreadsheets (Attachment 1). HWA will not exceed the above cost estimate without your written authorization.

The budget presented in this proposal reflects an estimate based on our current understanding of the project requirements for a scope of work developed from the information provided. If the actual level of effort exceeds the level of effort assumed herein, HWA will contact you immediately to discuss any necessary modifications to our scope of services and/or fees. HWA reserves the right to transfer hours and budget dollars between tasks to satisfy project requirements.

AUTHORIZATION

To authorize HWA's services, please prepare a consultant services agreement consistent with previous agreements between the City and HWA.



Thank you for the opportunity to provide this proposal for geotechnical engineering services. Should you have any questions regarding this proposal, or require additional services, please contact us at your convenience.

Sincerely,

HWA GEOSCIENCES INC.

Amy Power, P.E.
Geotechnical Engineer

Steven R. Wright, P.E.
Geotechnical Engineer, Vice President

Enclosures: Attachment 1, Level of Effort Spreadsheet Geotechnical Services

ALP/SRW

Exhibit B

Project Cost Estimate Summary - Geotechnical Assessment
Cushman Trail Phase 2
Gig Harbor, Washington
Prepared for City of Gig Harbor, Attn: Jennifer Haro



HWA Ref: 2025-P052-21
Date: 17-Apr-25
Prepared By: ALP
Reviewed By: SRW

Scope of Work: See Scoping Document.

ESTIMATED HWA LABOR:

WORK DESCRIPTIONS	PERSONNEL & 2025 BILLING RATES								TOTAL HOURS	TOTAL AMOUNT
	Principal IX	Geotech. Eng. VIII	Geotech. Eng. V	Geotech. Eng. III	Geologist IV	CAD	Administrative Support	Contracts Administration		
	\$106.00	\$92.00	\$62.00	\$48.00	\$44.00	\$36.00	\$38.00	\$53.00		
<i>Project Management</i>										
Project Setup			2				2	1	5	\$253
Project Meetings (two 1-hour virtual meetings)		2	2						4	\$308
Invoice Generation and Processing			2				2		4	\$200
Geotechnical Task and Contract Management			4						4	\$248
<i>Geotechnical Assessment Services</i>										
Collect and Review Available Geotechnical Data			4						4	\$248
Site Reconnaissance (half day plus drive time)			8						8	\$496
Qualitative Stability Assessment		2	6						8	\$556
Preliminary Alternatives and Mitigation Considerations		2	6						8	\$556
Prepare Draft Geotechnical Memorandum		4	12			4			20	\$1,256
Prepare Final Geotechnical Memorandum		1	4			2			7	\$412
HWA QA/QC	1								1	\$106
TOTAL LABOR CHARGES:	1	11	50	0	0	6	4	1	73	\$4,639

LOADED LABOR:

Estimated Direct Salary Based on 2025 Rates	\$4,639
Overhead at 1.8724 of Direct Salary	\$8,686
30% Fixed Fee on Direct Salary	\$1,392
TOTAL LABOR COST:	\$14,717

MATERIAL LABORATORY TESTING SUMMARY:

Test	Est. Number of Tests	Unit Cost	
1160 Moisture Content with Description	0	\$30	\$0
1495 Percent Passing #200 Sieve (D1140)	0	\$115	\$0
1171 Sieve Analysis, Wet, Small sample (D6913)	0	\$140	\$0
1245 Atterberg Limits	0	\$265	\$0
TOTAL LABORATORY TESTING COST:			\$0

Assumptions:

See associated scoping document

ESTIMATED DIRECT EXPENSES:

Mileage: 0.7/mi, 1 round trips @ 130 miles/trip	\$91
GPS Unit (\$75/day)	\$75
Material Laboratory Testing	\$0
TOTAL DIRECT EXPENSES:	\$166

ESTIMATED SUBCONSULTANT EXPENSES:

Drilling Subcontractor	\$0
Private Utility Locator	\$0
TOTAL SUBCONSULTANT EXPENSES:	\$0

PROJECT TOTALS AND SUMMARY:

Total Labor Cost	\$14,717
Direct Expenses	\$166
Subconsultant Costs	\$0
GRAND TOTAL:	\$14,883

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
TU	May 27	5:30pm	City Council Meeting	See Agenda
TH	May 29	3:00pm	City Council Study Session	• Introduction of DRB Appointee • Crescent Creek Park Master Plan Update • 2026-2031 Six-Year Transportation Improvement Program (TIP) Updates
W	June 4	5:30pm	Parks Commission	
TH	June 5	5:30pm	Planning Commission	Climate & Resilience
M	June 9	5:30pm	City Council Meeting	Consent: • Resolution XXXX Adopting an Updated Strategic Plan • Professional Services Contract – Canterwood Water Main Redundancy • Professional Services Contract – Pavement Maintenance and ADA Improvements
W	June 11	10:00am	Arts Commission	• Welcome New Commissioners • Special Guest Mayor Barber • Harbor Arbor Art Artist Proposal Review
TH	June 12	12:00pm	Lodging Tax Advisory Committee	
TH	June 12	3:00pm	City Council Study Session	• Introduction of HPC and DRB Appointees • Parks Code • Gig Harbor North Trail Easement • Zoning Map Update • Well #9 Test Well Consideration • Council Guidelines Updates
TH	June 12	5:30pm	Design Review Board	CANCELLED
TH	June 18	5:30pm	Planning Commission	
M	June 23	5:30pm	City Council Meeting	Consent: • Appointment of XXX to the HPC • Resolution XXXX Amending Council Guidelines Business: • Public Hearing: First Reading of Ordinance XXXX Adopting the Transportation Impact Fee • Public Hearing: Resolution XXXX Adopting the 2026-2031 Six-Year Transportation Improvement Program (TIP)
TH	June 26	3:00pm	City Council Study Session	• Tourism Presentation from Chamber of Commerce

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
				• Active Transportation Plan Discussion – Fehr & Peers • Shore Acres Water System – Tentative Agreement • Gig Harbor BoatShop Lease Revision Request
M	July 14	5:30pm	City Council Meeting	Consent: • Second Reading and Adoption of Ordinance XXXX Adopting the Transportation Impact Fee
TH	July 17	3:00pm	City Council Study Session	• Community Diversity and Engagement Committee – Community Survey Data Presentation • Landlord-Tenant Protection Updates • Utility Rate Study Discussion on Revenues and Rates • 38th Ave RAB center island sign discussion
M	July 28	5:30pm	City Council Meeting	Staff Report: Quarterly Budget Update
M	Aug. 11	5:30pm	City Council Meeting	
TH	Aug. 14	3:00pm	City Council Study Session	• Tiered Water Rate Options and Considerations

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