

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, January 12, 2026 - 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: Led by Cub Scout Pack 202

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

PRESENTATIONS

1. Oath of Office for Mayor Barber, Incoming Councilmembers, and Judge Allen
2. Peninsula School District Levy

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. City Council Minutes
2. Approval of Vouchers: AP check numbers 201331 through 201439, PR check numbers 109081 through 109088 and ACH payments in the amount of \$1,626,290.25.
3. Approval of Payroll
4. Professional Services Contract with HDR Consultants for LS#14 Design and Permitting
5. Confirmation of Appointment of Katy Cornell, Kim Anderson, and Jim Henderson to the Planning Commission with terms

expiring June 30, 2026, June 30, 2027, and June 30, 2027, respectively.

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. Department Updates

BUSINESS ITEMS

1. Resolution 1349 Adopting Trailside Apartments Utility Extension Agreement (Rush Development)

Suggested Motion: Move to approve Resolution 1349

- a. Staff Report: Public Works Director Jeff Langhelm, PE
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

STAFF REPORTS

PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/ COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN

PUBLIC COMMENT & DECORUM

PUBLIC COMMENT & DECORUM

The city council wants to hear from the public as much as possible. However, the business of the city must proceed in an orderly, timely manner. The primary purpose of council meetings is to conduct the city's business so we have created a variety of ways the community can make their voices heard. Monday city council meetings are just one opportunity. These guidelines are designed to make sure every person who wants to be heard has both the opportunity to be heard and feels welcome to do so.

We receive comments three ways:

1. During council meetings
2. During council study sessions.

3. Email mayorandcouncil@gigharborwa.gov at any time about any issue. This email goes to the elected officials and leadership at the city.

Public Comment at City Council Meetings

We welcome comment at Council meetings during three specific times: 1) prior to approval of the consent agenda (about the consent agenda); 2) prior to deliberation on each business item and 3) at the end of each business session (about any item that concerns you).

When the mayor calls for public comment, please come to the front of the room (or raise your hand on Zoom). When it's your turn, we'll ask you to tell us your name and connection to the issue you want to discuss. You'll then have a maximum of three minutes to speak.

Unfortunately, this isn't a time for dialogue, but a staff person or councilmember may be available to talk with you at a break or after the meeting.

Additional guidelines

- Anyone making "out of order" comments may be subject to removal from the meeting.
- Please address your remarks to the city council as a body and not to any specific individual.
- Please be courteous and not engage in derogatory remarks or insinuations.
- No demonstrations, including clapping, are allowed.

Email

You are welcome to email the mayor and councilmembers about any issue facing the city by writing to the address above. Do remember that council sets the policy direction while city departments execute those decisions. A series of online reporting tools might help you resolve an issue more quickly, so check them out too: <https://www.gigharborwa.gov/146/Submit>

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.



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

Meeting Date: January 12, 2026

SUBJECT: Professional Services Contract for Lift Station #14 Improvements

SUBMITTED BY: Chloe Wiser, Associate Engineer

DEPARTMENT: Public Works

PHONE: 253-853-8182

SUGGESTED MOTION:

Approve and authorize the Mayor to execute a Professional Services Contract with HDR, Inc. for Lift Station #14 Improvements design and permitting in an amount not to exceed \$556,810.00.

BACKGROUND INFORMATION:

The existing Lift Station 14 was built in 2001 and receives a high load of hydrogen sulfide laden effluent from the Wollochet Bay Sewer District. This has caused a significant amount of damage to the coating and piping located inside the manhole just prior to the wet well and the wet well itself. The lift station also needs a new pump and level control system as the existing components are over 20 years old and very unreliable. The level control probe has become very problematic for maintenance staff due to fouling caused by grease and wipes. The proposed design will replace the probe with the city's standard ultra sonic transducer. The new design will also provide schematics for new pipes, valves, a flow meter, and backup diesel pump.

FISCAL CONSIDERATION:

The Wastewater Capital Fund in the 2025-26 Budget provides sufficient funds for this expenditure. Federal funds were not requested for this expenditure.

Expenditure Required: \$556,810.00	Amount Budgeted: \$750,000	Appropriation Required: \$0
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BOARD/COMMISSION/COMMITTEE RECOMMENDATION:

The topic of design and permitting assistance for this project was not presented for a recommendation.

ATTACHMENTS: Professional Services Contract for HDR, Inc with Exhibit A-Scope and Exhibit B -Fee

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

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and HDR Engineering, Inc., a State of Nebraska corporation (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Updating the Sewer Hydraulic Model 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 Five Hundred Thousand Fifty-Six, Eight Hundred Ten Dollars and No Cents (\$556,810.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within 45 days of receipt. If

the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within 15 days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed By March 31, 2027; provided however, that additional time shall be granted by the City for excusable days or extra work. Further, the parties may extend the duration of this Agreement consistent with the terms of Section 17 below.

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

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

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

7. Indemnification.

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Records.

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

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

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

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

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

or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
ATTN: Olivia Williams, PE
Vice President
HDR Engineering, Inc.
606 Columbia St., NW, Ste 200
Olympia, WA 98501
(425) 586-5327

City of Gig Harbor
ATTN: Jeff Langhelm, PE
Public Works Director
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: _____
Public Works Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of Gig Harbor

Replacement of Sanitary Sewer System Lift Station Number 14 Improvements Project (CSSP-2312)

Scope of Services

December 2025



**905 Plum Street SE
Suite 200, Town Square 3
Olympia WA 98501-9000
(360) 570-4400**

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SCOPE OF SERVICES

The City of Gig Harbor (City) selected HDR Engineering, Inc. (HDR) to provide design services for the required upgrades and associated forcemain modifications at Lift Station (LS) 14 improvements in Gig Harbor, Washington.

Task 100 – Plans, Specifications, and Estimate Development Project Management

Objective

The purpose of this task is to monitor and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing, and management of the project team including subconsultants in coordination with City staff.

HDR Services

1. Prepare monthly invoices and status reports describing services completed during the period, issues to be addressed, and services planned for the next period.
2. Project setup, management, and coordination with subconsultants.
3. Attend monthly project review meetings with the City to evaluate the progress of the scope, schedule, deliverables, and budget.
4. Prepare agenda and notes for monthly project review meetings.
5. Attend one site visit.
6. Prepare Job Hazard Analysis (JHA).
7. Project review meetings (internal).
8. Project closeout.

City Responsibilities

1. Prompt processing and payment of compliant invoices. The City will make one progress payment each month.
2. Attendance at virtual monthly project review meetings to provide input, feedback, and direction.
3. Review and provide comments to meeting notes in relation to accuracy.
4. Coordinate with City staff for attendance at project review meetings.
5. Coordinate with City staff to attend site visit.

Assumptions

1. The project duration for Tasks 100 through 700 will be 8 consecutive months and is assumed to occur between January 2026 and August 2026.
2. Monthly project review meetings will include the following: four meetings to discuss City review comments and input on deliverables (two weeks after submittal of the DRAFT Preliminary Design Report, 30% plans, 60% and 90% plans, specifications and estimate (PSE)). An additional four project check-in meetings are anticipated throughout the duration

of the project. The eight (one meeting per month) project team meetings will be held virtually.

3. The City will schedule project team meetings and coordinate the necessary activities with other City departments in relation to the defined services provided by HDR herein.
4. HDR will attend a total of one site visit over the duration of the project. The site visit will be attended by up to two HDR staff members and will be a total of 4 hours (including travel).
5. HDR will not be held responsible for delays occasioned by factors beyond its control, which could not reasonably have been foreseen at the time of execution of the Agreement.
6. Monthly project review meetings will be virtual and attended by a maximum of two HDR staff and will be approximately two hours in duration. An additional one hour of management time will be required for preparation and meeting notes.
7. During invoicing periods when no design/engineering work is performed, HDR will not submit an invoice/status report to the City for that billing period.

Deliverables

1. Monthly reports and invoices (one copy with invoice).
2. Meeting agenda and notes for three total meetings (pdf).

Task 200 - Survey

Objective

Conduct field survey to prepare base mapping for the project contract plans.

HDR Responsibilities

- 1) HDR will retain Contour Engineering out of Tacoma, Washington.
- 2) Coordinate survey work with contour.
- 3) Review Contour project safety plan.
- 4) Review survey files.

City Responsibilities

- 1) Provide record drawings of existing utility services and right-of-way in the project area.
- 2) Provide traffic control for surveyor field work as required.
- 3) Perform field locates for City owned utilities. Contact and pay for field utility locates for existing utilities owned by others.
- 4) Pothole existing utilities as requested by HDR.

Contour (Subconsultant) Services

- 1) Prepare project safety plan.
- 2) Establish project survey control.
- 3) Conduct topographic survey of the project corridor and LS 14 site.
- 4) Coordinate a one-call utility locate and survey utilities within the above limits.

- 5) Provide structure measure downs for utility inverts.
- 6) Research survey and right of way records.
- 7) Draft and prepare a topographic drawing.

Assumptions

- 1) Horizontal Datum will be NAD 83/91, Washington State Plan Coordinates, south zone.
- 2) Vertical Datum will be NAVD 88 based upon benchmarks in the proximity of the project.
- 3) The base map (1" = 20") of field surveyed information using APWA standard layers, line types, and symbols in AutoCAD software format. The digital base map shall have one-foot contours.
- 4) Survey base map shall include parcel boundaries, right of way, easements, utilities (rims and inverts), roadway, sidewalk, power poles, buildings, and LS 14 and associated structures (building, parking lot, vaults, compost bed, etc).
- 5) The survey corridors will be within City limits from right of way to right of way and the HDR Team has a reasonable right to rely on the data and information provided by the City for use in this project.

Deliverables

- 1) AutoCAD version 2024 file of base map in Civil 3D with 3D surfaces (Delivered electronically in dwg format).
- 2) Project Safety plan.

Task 300 – Geotechnical (Sage)

Objective

HDR will retain Sage Geotechnical Inc. (Sage) to provide geotechnical services to evaluate the soil conditions at the site.

HDR Services

1. Review and provide comment on DRAFT geotechnical technical memorandum.
2. Review Sage project Safety Plan.

Sage Services

1. Sage will review their library and online databases for geologic and geotechnical information for the project alignment.
2. Sage will plan and coordinate a geotechnical investigation consisting of one geotechnical boring (with a monitoring well) to 30 ft below ground surface at the pump station site and 6 shallow borings or hand augers (10 ft deep or less) along the force main alignment. Sage will also conduct geotechnical laboratory testing consisting of grain-size distribution analysis and index testing.
3. Sage will visit the pump station site three times during the wet season to measure and record groundwater levels in the monitoring well.

4. Based on the results of field and laboratory work, Sage will perform geotechnical engineering analyses to evaluate the following:
 - A. Foundation requirements for manholes, vaults, and on-grade structures
 - B. Lateral and vertical earth pressures for below-grade structures.
 - C. Earthwork recommendations, including shoring and dewatering considerations for the manholes at the pump station site
5. Sage will prepare and submit a Draft and Final geotechnical engineering technical memorandums presenting the results of our field investigation, laboratory testing, geotechnical engineering analyses, and conclusions and recommendations for design and construction.

City Responsibilities

1. City will provide available existing utility plans.
2. Review and provide conflict resolved comments on Draft Geotechnical Report.

Assumptions

1. The borings will be drilled using truck- or rack-mounted drilling equipment advancing hollow stem augers. Soil samples will be drummed and disposed of by the drilling subcontractor (assuming environmental constituents are not identified). Disposal of contaminated soil is excluded. Decommissioning of the monitoring well is excluded.
2. Sage will subcontract the drill rig and operator and traffic control services.
3. Sage will provide a health and safety plan and quality assurance plan to HDR prior to fieldwork.
4. If right-of-way permits are required, they will be provided by City at no cost to Sage.

Deliverables

1. Draft and Final Technical Memorandum (pdf)
2. Health and Safety Plan

Task 400- Preliminary Design Report

Objective

HDR will prepare a preliminary design report (PDR). PDR will include a conceptual site layout illustrating the potential site layout.

HDR Services

1. Retain Rich Sample Engineering (RSE).
2. Develop a preliminary design report addressing the following:
 - A. Documentation of existing facility and structures and determine suitability of existing facilities and equipment for continued use.

- B. Document City's preferences for pumping equipment, process pipe materials, and other infrastructure.
- C. Verify influent sewer flow rates for determining pumping requirements.
- D. Identify NFPA 820 area classifications.
- E. Incorporate electrical sections from Task 501 into report.
- F. Hydraulic analysis of pump station and force main. Prepare hydraulic profile with hydraulic grade line identifying local high and low points.
- G. Prepare preliminary selection and sizing of pumping equipment.
- H. Determine odor mitigation control strategy and necessary equipment. Prepare chemical use and storage calculations, if needed for odor control. Provide recommendations and directions to the City for measuring hydrogen sulfide (H₂S) concentrations in current wetwell, as well as take liquid phase samples, to inform the design.
- I. Prepare preliminary list of equipment and equipment data sheets.
- J. Prepare list of technical specifications.
- K. Develop preliminary bypass pumping and construction phasing sequencing.
- 3. Prepare a conceptual site layout of pump station site (one sheet) illustrating the following:
 - A. Wetwell, Valve Vault, and Flow Meter Vault
 - B. Screwsucker or backup diesel generator.
 - C. Major electrical equipment
 - D. Odor control equipment
 - E. Building Modifications
 - F. Associated landscaping/civil improvements
- 4. Prepare a conceptual cross-section (one-sheet) of proposed wet well improvements.
- 5. Prepare a conceptual layout (one-sheet) illustrating force main improvements.
- 6. Prepare Draft and Final Preliminary Design Report documenting design criteria for wetwell, pump selection, and forcemain sizing. The report will also include the conceptual drawings.
- 7. Prepare Preliminary Engineer's Opinion of Probable Construction Cost (OPCC).

City Responsibilities

- 1. Attend in-person Preliminary Design review meeting as described in Task 100.
- 2. Provide written comments for the Draft Design Technical Memorandum.

Assumptions

- 1. Design standard will be based off the City's Public Works Standards followed by the Washington Department of Ecology Criteria for Sewage Works Design (Orange Book).
- 2. Infrastructure will be located above ground with the exception of:
 - A. Wetwell
 - B. Valve Vault

C. Flow Meter Vault

D. Pipes, conduits, and associated appurtenances.

3. The odor control evaluation will review two potential vapor phase technologies (such as carbon scrubber or biofilter) and one potential chemical additional option. One technology will be recommended to carry to final design.
4. The City will rent the recommended Odalog and hang it in the wet well per the direction provided by HDR. The City will also obtain samples of the wastewater (or provide data) indicating pH, alkalinity, temperature, and dissolved sulfides. HDR will provide direction of where and how to take the samples.
5. The Draft and Final Design Technical Memorandum will be a maximum of five (5) pages and will include the conceptual site layout.
6. HDR will prepare a Class 4 Engineer's OPCC per AACE 18R-97 for the Preliminary Design Task Order.
7. Physical modeling will not be required to be compliant with ANSI/HI 9.8.

Deliverables

1. Draft and Final Preliminary Design Report. (pdf)

Task 401 – Preliminary Design Report Rich Sample Engineering (RSE)

Objective

Evaluate the existing lift station and provide alternative upgrades to be considered by the City.

RSE Services

1. Review existing station project documents provided by the City.
2. Perform onsite investigation to document existing electrical.
3. Attend online conference calls with the City and Design Team.
4. Coordinate with power utility company representative as needed.
5. Develop station load calculation.
6. Develop site and building plan drawings showing proposed electrical equipment layout for each proposed Alternative.
7. Develop Power and Signal One-line Diagrams showing major station electrical equipment configuration as required for each proposed Alternative.
8. Develop report electrical text associated with each proposed Alternative.
9. Provide opinion of probable electrical costs associated with each proposed Alternative.
10. Review report documents developed by other Team members.
11. Finalize and submit documents to HDR to be included as attachments in the final report.
12. Attend online conference call with Design Team and City following the City's review of the report.

Assumptions

1. Existing pumps may be reused but if replaced will be of same horsepower capacity.
2. Existing power utility service equipment is to be retained.
3. Proposed design must keep the lift station operational during the majority of the construction duration.
4. Station flow may be bypassed during construction using Screwsucker equipment allowing removal of station electrical and provision of new electrical during shutdown periods of the construction.
5. Proposed alternatives are to be based on design variables as follows:
 - Provision of Screwsucker diesel pump or diesel driven standby power generator.
 - Provision odor control system equipment in existing building or new shed located adjacent to the existing wet well.
 - Provision of wet well expansion chamber or oversized manholes for backup storage.
 - Reconfiguration of use of rooms in the existing building.

Deliverables

1. Electrical Sections of Draft and Final Design Technical Memorandum. (pdf)

Task 500 – Final Design

Objective

Prepare drawings, contract documents, and Engineer's OPCC based on the City's input from the Preliminary Design Technical Report in Task 500.

HDR Services

1. Prepare drawings, contract documents, and Engineer's OPCC at the 30%, 60%, 90%, and Final design levels.
2. Attend 30%, 60% and 90% review meetings as described in Task 100.
3. Contract with Sargent Engineers Inc. (SEI) for structural engineering.

City Responsibilities

1. Attend virtual; 30%, 60% and 90% review meetings as described in Task 100.
2. Review and provide conflict resolved consolidated comments on 30%, 60%, and 90% deliverables.
3. Provide HDR with electronic version of the City's current Division 0 and Division 1 specifications.
4. Identify items to be removed by the Contractor and salvaged to the City.

SEI Responsibilities

1. Prepare structural design of structure foundations (2 wetwells, 2 vaults, one additional storage structure), generator pad, and small equipment pads (up to 2).
2. Prepare structural plans and details. Sheets are expected to include Structural Notes, Special Inspections, Structure Foundations (up to 4 sheets), Generator Foundation, and Equipment Pads (1 sheet).

3. Prepare WSDOT special provisions for structural items. CSI format specifications will be prepared for items not covered in the WSDOT provisions.
4. Prepare quantities and OPCC for the structural items.
5. Prepare and stamp structural calculations package (final design submittal).
1. HDR will coordinate with subconsultant RSE for inclusion of contract documents into submittal packages.
2. The selected odor control technology will be a vapor phase technology requiring a scrubber and fan. If an alternative technology is selected during preliminary design, the final design scope will be adjusted accordingly.
3. Drawings:
 - A. The Drawings will be per HDR standards using City plan sheet template. City Standard Details will be used where applicable.
 - B. The budget is based upon production of the following estimated forty nine (49) Final Design Drawings, The 30% deliverable includes only the sheets noted below:
 - i. Cover Sheet (1) (included in 30%)
 - ii. General Sheets (3) (included in 30% submittal)
 - iii. TESC and Details (1)
 - iv. Site Plan (1) (included in 30% submittal)
 - v. Site Yard Piping Plan and Details (2) (included in 30% submittal)
 - vi. Landscaping Site Plan and Details (1)
 - vii. Structural Notes, Special Inspections, and Standard Structural Details (3) (SEI)
 - viii. Vault Structural Foundation and Top Plans (1)
 - ix. Vault Structural Sections and Details (2)
 - x. HVAC Notes, Plans, Schedules, and Details (4)
 - xi. Lift Station Mechanical Plan, Section, and Details (4) (Mechanical Plan included in 30% Submittal)
 - xii. Lift Station Odor Control Plan, Section, and Details (3)
 - xiii. Process and Instrumentation Drawings (P&IDs) for Lift Station and Odor Control (3)
 - xiv. Forcemain Plan and Profile and Details (5) (Forcemain Plan included in 30% submittal).
 - xv. Electrical Site Plan and Details (up to 14 sheets) – see subtask 650 for details
 - 1) Equipment Schedule, Symbols, Legend, and Notes (included in 30%)
 - 2) Overall Site Electrical Plan (included in 30%)
 - 3) Station Building Area Plan (included in 30%)
 - 4) Building Power and Signal Elevations
 - 5) Station Wetwell and Vault Area Plan (included in 30%)
 - 6) Wetwell Sections
 - 7) Misc. Sections, Details
 - 8) Station Plan & Elevation Drawings Notes
 - 9) Power & Signal One-line diagram (Included in 30%)
 - 10) One-line Diagram Drawing Notes
 - 11) Demolition – Overall Site Plan
 - 12) Demolition – Building and Wetwell Plans
 - 13) Demolition – One-Line Diagram
 - 14) Demolition Drawing Notes

4. Contract Documents:
 - A. Contract documents will include the front end legal documents, general conditions (Division 0 and Division 1) and technical specifications
 - i. Division 0 documents will be developed in accordance with the standard City bidding procedures using City front end specifications (e.g. Invitation to Bid, Instructions to Bidders, Bid Form)
 - ii. Division 1 documents will be Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (EJCDC) that are based on Construction Specification Institute (CSI) format.
 - iii. Technical specifications will be based on Construction Specification Institute (CSI) six-digit format. No specifications will be provided for the 30% submittal. A specification list will be provided at 60% for submittal.
5. Final Submittal of Drawings and Contract Documents will be developed for the purpose of bidding and will be stamped by a Professional Engineer(s) licensed in the State of Washington.
6. Engineer's OPCC:
 - A. 30% Submittal (will include 30-40 percent contingency).
 - B. 60% Submittal (will include 20 percent contingency).
 - C. 90% Submittal (will include 10 percent contingency).
 - D. 100% Submittal.
7. Two new Type 2 manholes will be installed as part of the Project. Pending the preliminary design an additional oversized manhole may be used for backup storage.
8. HDR will design a valve vault to include a check valve, gate valve, Screwsucker connection, camlock connection if selected as a backup generator, pipe supports, and associated piping.
9. HDR will design a flow meter vault to include a flow meter, pipe supports, and associated piping.
10. No entry is required by the City for maintenance into the wetwell. No davit arms, ladders or platforms will be required by the City for this project.
11. City prefers double opening aluminum hatch (traffic rated).
12. The Screwsucker pump will be mounted on a concrete pad located within City right of way.
15. Hydraulics of pump station and force main will be validated, surge analysis of pumps and forcemain is not included in this scope of services.
16. Acoustic study of the pump station is not included in this scope of services.
17. Landscaping plans or planting details will be provided as part of this scope of surfaces. Specifications for seeding for disturbed areas outside the limits of paving will be included for the site.
18. Traffic Control Plan is not included in this scope of services. Traffic Control Plan will be the responsibility of the Contractor and reviewed by the City.
19. No stormwater report is required for this project.
20. Dewatering Plan is not included in this scope of services. Dewatering Plan will be the responsibility of the Contractor and reviewed by the City.

Deliverables

1. 30%, 60%, 90%, and Final drawings (one file in pdf format, half-size drawings 11" x 17")
2. 60%, 90%, and Final technical specifications (one file in pdf and word format)
3. 30%, 60%, 90%, and Final Engineer's Opinion of Probable Construction Cost (one file in pdf format)
4. Stamped structural calculations (pdf format)

Task 550 – Electrical Design (RSE)

Objective

Provide electrical design for the project.

RSE Services

To provide electrical design services required for replacement of existing LS14 electrical based on the accepted upgrade alternative from the Preliminary Design Report.

1. Attend pre-design meeting with Design Team and City.
2. Design coordination with Design Team.
3. Design coordination with equipment Manufacturer / Supplier representatives.
4. Attend online conference meetings with the Design Team.
5. Develop electrical drawings in PDF electronic format.
6. Develop an electrical specification to be furnished to HDR Engineers in PDF electronic format.
7. Provide estimate of electrical OPCC at 30, 60 and 90% design.
8. Provide arc flash hazard evaluation and develop report documents.
9. Submit drawings, specifications, and OPCC for review by the City at 30, 60 and 90%, and Final design completion.
10. Perform multidiscipline design coordination and quality review.
11. Provide pre-bid conference support by telephone.
12. Respond to bidder questions and provide addendum text as necessary.

Assumptions

1. Existing lift station electrical is to be removed with the exception of the power utility service.
2. Existing telephone utility service is to be removed.
3. A 480V-120/240V transformer and 120/240V panelboard are to be provided.
4. Comprehensive demolition drawings showing existing station plan and power/signal one-line diagram will be included to for the Contractor to fully understand original station electrical.
5. New pump station control panel will be furnished by Primex Company per Owner's standards.
6. Owner furnished stainless steel trees will support (3) level floats and level transducer.
7. An additional tree will support (2) level floats associated with Screwsucker control or backup diesel generator.
8. Remote telemetry communications will be based on Mission Cellular equipment provided inside the pump station control panel.
9. Intrusion sensing devices will be provided on building doors, shed doors, vault and wet well access doors.

10. A flow sensor is to be provided in the existing valve vault with transmitter / indicator located inside the building.
11. If backup Screwsucker equipment is to be provided, a manual transfer switch with Appleton receptacle is to be provided for connection of an Owner furnished standby power portable generator sized to power the entire station.
12. Heat trace cable associated with a water service backflow preventer will be provided.
13. Cable splice boxes associated with electrical equipment and sensing devices in the wet well will be provided in a free-standing enclosure located adjacent to the wetwell.
14. P&ID drawing development will be provided by SHN Engineers. RSE will provide assistance and review as required.
15. Design of lift station building heating and ventilation system equipment is by RSE.
16. Design of lift station odor control and diesel pumping system equipment is designed by HDR Engineers, with design of power source, signal interface with station PLC and interconnecting conduit and wire provided by RSE.

Deliverables

1. 30%, 60%, 90%, and Final drawings (one file in pdf format, half-size drawings 11" x 17")
2. 60%, 90%, and Final technical specifications (one file in pdf format)
3. 30%, 60%, 90%, and Final Engineer's Opinion of Probable Construction Cost (one file in pdf format)

Task 600 – Management Reserve

Objective

To provide the City a discretionary task budget to cover additional professional services not currently included in this scope. These items may include design changes, assistance during bidding, additional geotechnical requirements based upon soil conditions, or other unforeseen services at the request of the City.

HDR Services

1. Provide professional services at the request of City as mutually agreed and defined.

City Responsibilities

1. Identify professional services deemed necessary that are not expressly included in this scope of services.

Deliverables

1. To be determined and agreed upon by City and HDR.

Estimated Fee for Professional Services - EXHIBIT B

The estimated total contract amount to perform the professional services identified in this Scope of Services is offered on a **time-and-materials basis not-to-exceed** basis. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

The schedule of rates and staff identified in the table above are current. During the course of the contract, HDR may need to bill for staff not identified or listed in the table, and HDR will bill at hourly rates that are based direct labor rates at the time services are provided.

Task	Estimated Task Cost
Task 100 – Plans, Specifications, and Estimate Development Project Management	\$36,059.00
Task 200 – Survey	\$17,873.00
Task 300 – Geotechnical	\$24,740.00
Task 400 – Preliminary Design Report	\$65,905.00
Task 401 – Preliminary Design Report (Electrical)	\$28,819.00
Task 500 – Final Design	\$268,720.00
Task 550 – Electrical Design	\$84,694.00
Task 600 – Management Reserve	\$30,000.00
Total	\$556,810.00

City of Gig Harbor: Lift Station 14

EXPENSES

City of Gig Harbor: Lift Station 14

		Mileage/mile (2025)	Copies/Page 8.5x11 B&W	Total ODC	ODC Markup	Total ODC + Markup
		Travel	Office Expenses			
OTHER DIRECT COSTS		Each	Each			
Unit Cost		\$0.700	\$0.050		5.00%	
100	Plans, Specifications, and Estimate Development for Project Man					
	Quantity	100	0			
	Task Total	\$70.00	\$0.00	\$70.00	\$3.50	\$73.50
200	Survey					
	Quantity	0	0			
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
300	Geotechnical (Sage)					
	Quantity	0	0			
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
400	Environmental Permitting (Optional Task)					
	Quantity	0	0			
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
400	Preliminary Design Report					
	Quantity	300	50			
	Task Total	\$210.00	\$2.50	\$212.50	\$10.63	\$223.13
401	Preliminary Design Report (Electrical)					
	Quantity	0	0			
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
500	Final Design					
	Quantity	0	200			
	Task Total	\$0.00	\$10.00	\$10.00	\$0.50	\$10.50
550	Electrical Design (RSE)					
	Quantity	0	0			
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
600	Management Reserve					
	Quantity	0	0			
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total ODC		\$ 280.00	\$ 12.50	\$ 292.50	\$ 14.63	\$ 307.13
*All mileage will be billed at the current IRS mileage rate						

SUBCONSULTANTS

City of Gig Harbor: Lift Station 14

		Contour	Sage	RSE	Sargent	Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS								
							5.00%	
100	Plans, Specifications, and Estimate Development for Project Mana							
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
200	Survey							
	Task Total	\$13,750.00	\$0.00	\$0.00	\$0.00	\$13,750.00	\$687.50	\$14,437.50
300	Geotechnical (Sage)							
	Task Total	\$0.00	\$22,280.00	\$0.00	\$0.00	\$22,280.00	\$1,114.00	\$23,394.00
400	Environmental Permitting (Optional Task)							
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
400	Preliminary Design Report							
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Preliminary Design Report (Electrical)							
	Task Total	\$0.00	\$0.00	\$23,607.00	\$0.00	\$23,607.00	\$1,180.35	\$24,787.35
500	Final Design							
	Task Total	\$0.00	\$0.00	\$0.00	\$34,760.00	\$34,760.00	\$1,738.00	\$36,498.00
550	Electrical Design (RSE)							
	Task Total	\$0.00	\$0.00	\$70,420.00	\$0.00	\$70,420.00	\$3,521.00	\$73,941.00
600	Management Reserve							
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Subconsultants		\$ 13,750.00	\$ 22,280.00	\$ 94,027.00	\$ 34,760.00	\$ 164,817.00	\$ 8,240.85	\$ 173,057.85



		Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total Fee
Task #	Task Description					
100	Plans, Specifications, and Estimate Development for Project Management	\$34,601	\$1,384	\$74	\$0	\$36,059
200	Survey	\$3,303	\$132	\$0	\$14,438	\$17,873
300	Geotechnical (Sage)	\$1,294	\$52	\$0	\$23,394	\$24,740
400	Preliminary Design Report	\$63,156	\$2,526	\$223	\$0	\$65,905
401	Preliminary Design Report (Electrical)	\$3,877	\$155	\$0	\$24,787	\$28,819
500	Final Design	\$223,280	\$8,931	\$11	\$36,498	\$268,720
550	Electrical Design (RSE)	\$10,339	\$414	\$0	\$73,941	\$84,694
600	Management Reserve	\$28,846.14	\$1,153.85	\$0	\$0	\$30,000
		\$368,696	\$14,748	\$308	\$173,058	\$556,810



DEPARTMENT UPDATES

Wednesday, January 7, 2026

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

Welcome new councilmembers: The City of Gig Harbor is pleased to welcome new and returning members to the city council. These dedicated individuals bring a mix of fresh perspectives and valued experience, all united by a shared commitment to serving the Gig Harbor community.

Council will kick off 2026 this Friday, Jan. 9, with the [annual city council retreat](#), where councilmembers will discuss things like council roles and responsibilities, the long-term outlook for the city, and areas of strategic focus. We look forward to working with the council as it continues its work on behalf of our residents, businesses, and visitors. Please join us in congratulating and welcoming our [city council](#) members.

ICMA Credentialed Manager candidates announced: City Administrator Katrina Knutson has been named as a candidate for the ICMA Credentialed Manager (ICMA-CM) designation, a peer review credentialing process through the International City/County Management Association (ICMA).

Credentialed Managers are professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development. Candidates are ICMA members who are within two years of meeting the criteria. When the experience requirement is met, these members will become ICMA Credentialed Managers. [Read more.](#)



COMMUNITY DEVELOPMENT

Community Development Director Eric Baker

Greetings and happy new year! The department is entering an action-packed year with many challenging topics ahead. These will include code updates to address housing diversity, protections of wetlands and streams, climate change, and the future of the Judson area of downtown. We are excited for these community conversations so let us know if you have any questions as we kick off.

As we take on these issues, we are down one senior planner. Jeremy Hammar took a director position at the City of Normandy Park and while we wish him well in the new job, and unenviable commute, we are currently posting to fill the vacancy. If you are aware of anyone who may be interested (poaching from other jurisdictions is welcome) please direct them to <https://recruiting.paylocity.com/Recruiting/Jobs/Details/3788923>.

Planning: The planning division is actively preparing for 2026 through both long-range and current planning initiatives. With the late 2024 code amendments now aligned with the 2024 comprehensive plan, we anticipate an increase in applications proposing higher density development. This is expected to prompt continued community conversations around growth. In addition to reviewing development proposals, the planning division will also be proposing additional code changes in 2026, including updates to the critical areas ordinance and phase 2 of the development code revisions. These projects will further support thoughtful community dialogue about growth, environmental stewardship, and the future of Gig Harbor.

Building: The building division received 60 permit applications this past month, including those for a new Ivar's Seafood Bar going in at Uptown in the space formerly occupied by Lunchbox Laboratory. Additionally, Heron's Key has submitted their application for phase 2 of the development. This project will add over 111,000 additional square feet of living space to the campus, as well as a new swimming pool.

54 permits were issued, including one for the relocation of Jax Salon into the Peninsula Shopping Center. A new location for Olympic Sports and Spine was approved directly across the street from the fire station on Kimball.

Of the 45 finalized projects, Taco Time with its expanded kitchen, reconfigured drive through, and new furnishings was granted a Certificate of Occupancy.

Code enforcement: While down our sole code enforcement officer, we have spread responsibilities amongst existing staff. Again, code enforcement still exists (we keep hearing rumors to the contrary), it just is looking different in the interim. Staff continues to conduct sign sweeps and address life safety, environmental, and building issues as priorities. If you are aware of any community members seeking assistance, please direct them to the Community Development Department or the [online reporting portal](#).

COURT

[Court Administrator Stacy Colberg](#)

Staffing: With gratitude, I share bitter-sweet news that Judicial Specialist Kelly Palmore will be leaving the court to begin an exciting new chapter in her career as a Gig Harbor police officer. During her time with the court, Kelly has been an integral part of our *dream team*. She is a high performer in every sense of the word, bringing a magnetic personality, sharp instincts, and an exceptional ability to think quickly on her feet – especially in moments of crisis. Time and again, she handled difficult situations with dignity, professionalism, and genuine empathy for others, making a lasting impact on both the public we serve and the colleagues who worked alongside her.

Her contributions, energy, and presence will be deeply missed. At the same time, Judge Allen and I are incredibly proud of her and confident that these same qualities will make her an outstanding police officer. Kelly's last day with the court is Jan. 15. Please join us in thanking Kelly for her dedication to the court and wishing her continued success, safety, and fulfillment in this next role of public service.



Jury trials: Four criminal cases are set for trial on Jan. 15. The week prior to trial, the parties must formally advise the court they are ready to proceed to trial. When multiple court cases are set for the same date, the judge prioritizes them based on several factors such as complexity, age of case, and readiness, while balancing efficiency with fairness.

Traffic court: Our next traffic court session is scheduled for Feb. 10. Traffic court is held remotely via Zoom. Participants should prepare ahead for remote hearings by filing documents prior to the hearing, ensuring access to reliable internet service, and understanding basic Zoom audio and camera functions. Court staff are available to assist customers with Zoom access and troubleshooting.

FINANCE

[Finance Director Dave Rodenbach](#)

No updates this time 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
Experienced Police Officer	FT	(continuous) C. Hinzman starting Jan
Code Compliance Officer	FT	Open until 1/19/2026
Senior Planner	FT	Open until 1/19/2026
Police Lieutenant	FT	Closed - selection pending
Judicial Specialist	FT	Closed - selection pending
Entry-Level Police Officer	FT	Closed - K. Palmore starting Jan

INFORMATION TECHNOLOGY SYSTEMS

ITS Manager Logan Rosenstiel

Keeping up: With the support technician out of the office for the time being, staff may experience delays in getting requests processed. If there is something needing urgent attention, or if something has been missed, please don't hesitate to reach out to Logan directly.

FirstNet demo: To improve mobile connectivity for all city departments, we've been "test driving" mobile devices on the FirstNet network. FirstNet is a purpose-built cellular network specifically for public servants, first responders, and governmental agencies.

Our initial trials show vast service improvements in comparison with the city's current wireless carrier. Before we can jump aboard and transition our services to a new carrier, ITS needs to get some housekeeping projects completed first. We hope to start transitioning our mobile devices, beginning with the police department MDC units, within a few weeks.

Telecom audit and review, continued: As part of our ongoing audit of city telecom services, we have identified several old phone and fax lines around the city that we will be shutting off over the next couple of weeks. Better yet, we have identified an opportunity to upgrade the network connections to the Public Works Operations and the Wastewater facilities.

Not only will these upgrades massively improve system performance at both sites, but we'll also save the city another \$30,000+ annually! Unfortunately, this change can't come quick as there is a lot of prep work before we can execute on this project. If all goes well, we should be able to complete this project in 6 to 12 months.

Bitwarden is dead (may it rest peacefully): We have completed our transition of the city's stored secrets and credentials from Bitwarden to LastPass. As a result, Bitwarden has been shut down.

Big projects coming: Throughout 2026, ITS will tackle several projects to keep the city's IT infrastructure robust, secure, and compliant. We're wrapping up our plans and should have more updates in the coming weeks!

POLICE

Police Chief Tray Federici

Gig Harbor supports regional flood response:

When our regional partners called for help, Gig Harbor Police Department answered. In response to severe flooding and infrastructure impacts along the White River affecting the City of Pacific, our department provided mutual aid support to assist with traffic control and access management in flood-impacted areas.

Our officer helped maintain road closures and detours, supported restricted-area access, and ensured the safe movement of emergency responders and public works crews during a critical period of elevated risk.

This type of mutual aid response echoes the strong partnerships shared among Pierce County agencies and our collective commitment to public safety.



Investigation leads to child protective action: Gig Harbor officers responded to a report of a shoplifting incident at a local retailer and quickly identified a situation that required immediate attention for child safety. While officers contacted store staff, another officer located a vehicle connected to the call in the parking lot. Inside the vehicle was an adult male appearing impaired, along with an infant seated in an unsecured car seat.

Officers took steps to safely secure the scene and prevent the vehicle from being driven while the child was at risk. During the investigation, evidence of drug use was discovered inside the vehicle. Given the circumstances, officers determined it was not safe for the child to remain in the care of the adults involved.

Child Protective Services was contacted, and when an immediate response was not available, a family member responded to take custody of the child. A CPS case was initiated, and follow-up was arranged to ensure the child's continued safety. Two individuals were arrested for possession of drugs and reckless endangerment.

Calls like this are never easy, but protecting children and ensuring their well-being remains one of the most important responsibilities of law enforcement.

Holiday heroes: Holiday Heroes is our annual Shop with a Cop style event, bringing police officers and volunteers together with local children for a special holiday shopping experience. Through generosity, connection, and a little holiday magic, officers help make the season brighter while

building positive, lasting relationships within our community. This event is about more than gifts, it's about kindness, compassion, and showing kids that their community cares.



Clearing the way: The Dec.17 windstorm brought down several trees throughout the City of Gig Harbor, creating roadway hazards and traffic disruptions. Gig Harbor Police and Fire Departments worked side by side to reroute traffic, clear affected roadways, and ensure public safety during the response. Teamwork like this is invaluable, and we appreciate the cooperation and professionalism of everyone involved as we worked to keep our community safe.



Training that matters: As we wrapped up 2025, the Gig Harbor Police Department completed the most demanding and wide-ranging training year we've ever undertaken. Beyond our required annual training in use of force, emergency vehicle operations, firearms, and less-lethal options, every officer committed significant time to training that strengthens decision-making, communication, wellness, and public trust.

All sworn officers completed additional training in:

- Crisis Intervention Training
- Emotional Survival for Law Enforcement
- De-escalation and Minimizing Use of Force
- Implicit Bias and Anti-Bias for Law Enforcement
- Racial Profiling in Law Enforcement
- Ethics in Law Enforcement
- Hate Crimes for Law Enforcement
- Sexual Assault Investigation
- Airborne and Bloodborne Pathogens
- Sexual Harassment in the Workplace



Training Photo

All Gig Harbor Police Department supervisors completed additional focused leadership training, including:

- Anti-Harassment in the Workplace
- Constitutional Law
- FMLA Training for Supervisors

In addition to department-wide training, several officers independently pursued advanced training opportunities this year based on personal initiative, professional interest, and the needs of the department.

Advanced independent training completed included:

- Human Trafficking
- Advanced Search and Seizure
- Field Training Officer
- 21st Century Police Leadership
- Defensive Tactics Instructor
- Patrol Tactics
- TASER Instructor
- Homicide Investigation
- Critical Thinking During Active Incidents
- First Line Supervisor
- Middle Management Supervision
- Executive Level Management

PUBLIC WORKS

[Public Works Director Jeff Langhelm](#)

Grant closeouts: We've officially closed out our grant for our 2017 legislative appropriation for the sports complex! The nearly \$200,000 went to construction of Phase 1A. The project team is also working closely with the Recreation & Conservation Office (RCO) to close out the \$1.1 million grant we receive for Doris Heritage Park. That one also involves the National Park Service, so might take a little longer. We're grateful for the funds that helped make Phase 1 of the Sports Complex a reality.

Holiday festivities: Many thanks to TLB Events, the Gig Harbor Waterfront Alliance and the Chamber of Commerce for all their contributions to making downtown festive this year. This year, the Christmas Village was inside of the Ancich Netshed, and the covered space helped keep visitors and displays dry during our very wet December. The grass at Donkey Creek Park was saved from its annual trampling as well. As always, city operations crews contributed a lot of time to helping set up decorations in addition to their regular work of maintaining the city's streets and park properties.

Shoutout to Chloe! In mid-December a very upset and very loud property owner approached the engineering counter, talking with administrative staff. Then Chloe Wiser stepped in. Chloe spoke calmly with the property owner, spoke about the issue, and by the time the owner left the building she said that Chloe provided "the best public service she's ever received!"

Street and storm operations: (1) Crews installed and programmed the new Wavetronix vehicle detection at 38th Ave and 56th St that was previously mentioned in the Nov. 19 Department Updates. Nice work Brandon and crew to find this option, install the equipment, and coordinate activation with WSDOT. (2) Even though it may not look like it at times on our streets, the city's street sweeper has been moving daily. These efforts continue to keep roadways and storm culverts as clear as possible. (3) Crews have been working aggressively to repair burned out lamps in our streetlights. There were 70 requests for repair. Now this list is down to 28!

Grounds and facilities operations: (1) Crews have cleaned up and cut back vegetation around and below the city's two Cushman Trail Trestles. These include those just north of Foster Avenue and just south of Burnham Drive. (2) Crews have been working on multiple other tasks including removal of holiday decorations around town, clean-up of the Wilkinson house and barn property, preparing for hot water heater replacements at the Civic Center, and preparing for cold weather at all city facilities.

Water operations: (1) The city's water meter maintenance program is now underway. (2) A vendor will be on site to assist staff with rebuilding and maintaining the city's multiple pressure reducing valves (PRVs). This work includes visiting all our PRV valves and ensuring that they are working properly and are adjusted correctly. (3) The city's backflow program continues to ensure that all the "high hazard" commercial sites are compliant with Washington State Department of Health cross connection requirements. Crews are performing more site inspections to determine degree of hazard and ensure that the proper back flow assemblies are installed to properly protect the city's water system.

Fox Court sewer spill: At the end of December, a homeowner on Fox Court experienced a sewer spill from a privately owned grinder pump. Wastewater staff reported the spill and oversaw the clean-up of the spill, which impacted four catch basins and approximately 210 linear feet of storm pipe. Staff also communicated requirements and expectations to the neighborhood's homeowners' association.

Wastewater operations: (1) Staff and a consultant are completing the installation of new SCADA hardware and software equipment at the treatment plant. This equipment and software are used to control and monitor process control equipment throughout the treatment plant and were beyond their useful life. (2) Smoke alarm and detection equipment inspections at the treatment plant are being performed. (3) Staff are seeking aeration pipe repair options and estimates at the treatment plant for 2027-28 budget. These repairs are also intended to improve performance. (4) Crews are performing annual maintenance work on the treatment plant centrifuge. This piece of equipment is vital to the production of biosolids and the completion of the wasting process at the treatment facility. This maintenance typically takes two to three days to disassemble, inspect, and replace bearings, seals, belts, oil, and other wearing components of the centrifuge. (5) During a recent windstorm, a limb fell and damaged the metal roof at wastewater lift station #3A (along Harborview Drive across from Austin Park). Wastewater staff are seeking estimates for repairs.

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: January 12, 2026

SUBJECT: Resolution 1349 Adopting Trailside Apartments Utility Extension Agreement (Rush Development)

SUBMITTED BY: Public Works Director Jeff Langhelm, PE

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to approve Resolution 1349

BACKGROUND INFORMATION: In June 2022 the city received a sewer utility extension agreement request for 53 equivalent residential units (ERUs) of sewer for two properties located at 5726 and 5730 Baker Way, which are outside city limits but inside the city's urban growth area. City council approved the agreement in 2022 for these properties, but the agreement was never executed by the property owner.

Rush Development subsequently purchased the properties and was approved on May 24, 2024, for 112 proposed multi-family residential apartments at this location. Rush is now requesting an additional 9 ERUs of sewer for these properties (8 residential ERUs and 1 commercial ERU) for a total of 122 ERUs for the entire proposed development.

RCW 35.67.310 authorizes the city to provide sewer utility services to property beyond the city limits. Ordinance No. 1235 allows the extension of sewer utilities to properties within the city's urban growth areas without the requirement to first annex. Ordinance No. 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, Rush Development has requested the City of Gig Harbor's sewer utility serve these properties. This agreement would require Rush Development to extend sewer facilities to the properties as the city already has an 8-in and 10-in sewer main located within Canterwood Blvd in front of the parcels. The city currently has capacity to provide the requested utility connections.

Approval of this resolution would replace Resolution 1313 that was passed in May 2024.

FISCAL CONSIDERATION: The proposed utility extension agreement requires Rush Development to pay all costs for designing, constructing, and permitting the necessary extension of the city's sewer utility.

Lastly, as prescribed by Chapter 13.32 GHMC and noted in the proposed utility extension agreement, all general facilities charges and monthly services charges for sewer services outside the city limits shall be charged at 1.5 times the in-city rates.

Expenditure Required: \$	Amount Budgeted: \$	Appropriation Required: \$
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ATTACHMENTS:

1. R-1349
 2. 2026-01-12_TRAILSIDE APTS SEWER UEA_FINAL
-

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

RESOLUTION NO. 1349

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REPEALING RESOLUTION 1313, TERMINATING THE ASSOCIATED UTILITY EXTENSION AGREEMENT, AND ADOPTING A NEW RESOLUTION RELATING TO EXTENDING SEWER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF A NEW SEWER UTILITY EXTENSION AGREEMENT WITH RUSH DEVELOPMENT, TO A HUNDRED AND TWENTY (120) UNIT MULTI-FAMILY APARTMENT DEVELOPMENT IN PIERCE COUNTY, WASHINGTON.

WHEREAS, this resolution repeals City of Gig Harbor resolution 1313 approved on May 28th, 2024 and recorded with Pierce County on August 28th, 2024 and terminates the associated utility extension agreement; and

WHEREAS, Rush Development is in the process of permitting through Pierce County a development consisting of five (5) multifamily residential apartment buildings and an amenity clubhouse subdivision outside city limits but inside the city's urban growth area and have requested one hundred and twenty-one (121) Equivalent Residential Units (ERU's); and

WHEREAS, Rush Development has requested connection to the City of Gig Harbor's sewer utility to serve their subdivision known as Trailside Apartments and located at 5726 & 5730 Baker Way, parcel 3001200020 and parcel 3001200030; and

WHEREAS, RCW 35.67.310 authorize the city to provide 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 has identified a segment of the sewer conveyance system within Burnham Drive that may have a possible deficiency with the capacity, which the city is currently verifying the capacity at this segment and should have a determination of capacity in this segment of sewer conveyance within the next 12 months; and

WHEREAS, the city currently has capacity at the treatment plant to provide the requested utility connections; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The city council hereby repeals Resolution 1313 and terminates the associated utility extension agreement.

Section 2. The city council hereby authorizes the mayor to execute the Utility Extension Agreement attached hereto as Exhibit A, with the owner, Rush Development.

Section 3. The city council finds that the requirements Chapter 13.34.040(B) GHMC have been met.

Section 4. Based on a city-identified segment of the sewer conveyance system within Burnham Drive that may have a possible deficiency with the capacity, the city is verifying the capacity at this segment. Upon completion of the city's verification of capacity in the segment of gravity sewer main located between sewer manholes 3-12E and 3-16E in Burnham Drive, if the city determines that the capacity of the segment is exceeded with the addition of sewer flows from the Trailside Apartments project, the Trailside Apartments project will be required to pay a pro-rata share of the city's capital improvement project that would provide additional sewer conveyance capacity in the segment. The pro-rata share would be calculated by the city as a percentage of the total estimated sewer flows from Trailside Apartments project relative to the additional capacity gained in the segment of sewer conveyance. The pro-rata share payment would be the above percentage multiplied by the total estimated city capital improvement project cost (or actual construction contract amount, if available.) The pro-rata share payment shall be paid by Trailside Apartments to the city prior to certificate of occupancy for the first building at the Trailside Apartments project site. If the city determines the capacity in the segment of gravity sewer main will not be exceeded with the additional flows from the Trailside Apartments project, then the Trailside Apartments project will not be required to pay a pro-rata share

Section 5. The city council hereby directs the city clerk to record the Utility Extension Agreement against the Property legally described in Exhibit A of the Utility Extension Agreement, at the cost of the applicant.

PASSED by the City Council this ____ day of _____ 2026.

APPROVED:

MAYOR MARY BARBER

ATTEST/AUTHENTICATED:

CITY CLERK, JOSH STECKER

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO. 1349

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)

Rush Development

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)

Lots 2 and 3, Canterwood Division Eleven, Phase 2, recorded under recording number
200904235002, records of Pierce County, Washington.

Assessor's Property Tax Parcel or Account Number: 3001200020 & 3001200030

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 _____, 2026, between the City of Gig Harbor, Washington, a municipal corporation of the State of Washington (the "City"), and Rush Development, a WA Profit Corporation (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 December 11, 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 Canterwood Blvd (street or right-of-way) at the following location: 5726 & 5730 Baker Way NW, Gig Harbor WA, 98332.

3. Costs.

A. 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.

B. Based on a city-identified segment of the sewer conveyance system within Burnham Drive that may have a possible deficiency with the capacity, the city is verifying the capacity at this segment. Upon completion of the city's verification of capacity in the segment of gravity sewer main located between sewer manholes 3-12E and 3-16E in Burnham Drive, if the city determines that the capacity of the segment is exceeded with the addition of sewer flows from the Trailside Apartments

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project, the Trailside Apartments project will be required to pay a pro-rata share of the city's capital improvement project that would provide additional sewer conveyance capacity in the segment. The pro-rata share would be calculated by the city as a percentage of the total estimated sewer flows (those sewer ERUs beyond the 112 ERUs previously approved in May 2024) from Trailside Apartments project relative to the additional capacity gained in the segment of sewer conveyance. The pro-rata share payment would be the above percentage multiplied by the total estimated city capital improvement project cost (or actual construction contract amount, if available.) The pro-rata share payment shall be paid by Trailside Apartments to the city prior to certificate of occupancy for the first building at the Trailside Apartments project site. If the city determines the capacity in the segment of gravity sewer main will not be exceeded with the additional flows from the Trailside Apartments project, then the Trailside Apartments project will not be required to pay a pro-rata share.

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 121 ERU's; provided however, that the City retains the authority to temporarily suspend such 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 agrees to pay the City within 30 days of City Council approval of this Agreement and prior to the Mayor's execution of this agreement the sum of \$ 264,618.00 , which is fifteen percent (15%) of the current general facilities charge, to reserve the above specified capacity. This payment shall reserve the specified capacity for a period of up to three years from the date of the Mayor's execution. The May 2024 sewer utility extension agreement amount of \$242,928.00 was paid on June 12, 2024, leaving a balance for this agreement of \$19,521.00.

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.

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

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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

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specially benefited by the following improvements (specify):

**Extension of public Sanitary Sewer Gravity Main from Canterwood Blvd into the
Canterwood-Baker Way Development, located at 5726 & 5730 Baker Way, Gig Harbor,
WA 98332**

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:

TO THE OWNER:

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

Rush Development
6622 Wollochet Drive
Gig Harbor, WA 98335

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 _____, 2026.

OWNER:

CITY OF GIG HARBOR

By: _____
Its _____
(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 _____ 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 _____ of _____, 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: _____

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

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

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the instrument.

DATED: _____

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Lots 2 and 3, Canterwood Division Eleven, Phase 2, recorded under recording number 200904235002, records of Pierce County, Washington.

EXHIBIT B
PROPERTY LOCATION MAP



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

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

Day	Date	Time	Group	Agenda Items
M	Jan. 12	5:30pm	City Council Meeting	see agenda
TH	Jan. 15	3:00pm	City Council Study Session FULL	• Public Works Staffing Study (60-min) • ITS Staffing Study (30-min) • YMCA Sports Complex Services Agreement (45-min) • Council Board/Commission Assignments (15-min) • Ancich Waterfront Park Storage Facility Naming (15 min) • Executive Session
TH	Jan. 15	5:30pm	Planning Commission	Rescheduled to 01.22
TU	Jan. 20	11:00am	Arts Commission	• Annual OPMA Training
M	Jan. 26	5:30pm	City Council Meeting	Presentation: • PD Promotions (2) and swearing in (4) • Youth Council Update Consent: • Professional Services Contract Amendment #2 with Parametrix for LS#5A Business: • Council Committee Assignments • Election of Mayor Pro Tempore • Resolution 1348 Adopting Crescent Creek Park Master Plan • Milton Avenue Non-user Statute Street Vacation • Professional Services Contract Amendment #1 with Parametrix for Pavement Maintenance Staff Report: Quarterly Finance & Budget Reports
TU	Jan. 27	5:30 pm	Historic Preservation Commission	
TH	Jan. 29	3:00pm	City Council Study Session	• Legislative Update – Shelly Helder (30 min) • 2025 Season-end South Sound Pumpout Report (15 min)
M	Feb. 9	5:30pm	City Council Meeting	Presentation: • Red Cross Month Proclamation (Larry Bleich)
TH	Feb. 12	3:00pm	City Council Study Session	• Legislative Update – Shelly Helder (30 min)
M	Feb. 23	5:30pm	City Council Meeting	
TH	Feb. 26	3:00pm	City Council Study Session	• Iron/Manganese Feasibility Study Discussion and Next Steps (15 min)