

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Monday, March 23, 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

LAND ACKNOWLEDGMENT

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

CHANGES TO THE AGENDA

PRESENTATIONS

1. Child Abuse Prevention Month Proclamation
2. Youth Council Update

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. Approval of Vouchers: AP check numbers 202008 thru 202112, PR check numbers 109118 thru 109125, and ACH payments in the amount of \$1,263,308.98
2. Approval of Payroll

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. Department Updates

BUSINESS ITEMS

1. First Amendment to Gig Harbor YMCA Sports Complex Lease Agreement

Suggested Motion: Move to authorize the mayor to execute the First Amendment to the Gig Harbor YMCA Lease Agreement.

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

2. Services Agreement with YMCA for Phase 1 of Gig Harbor Sports Complex

Suggested Motion: Move to authorize the mayor to execute the services agreement with the YMCA of Pierce & Kitsap Counties for Phase 1 of the Gig Harbor Sports Complex.

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

PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

EXECUTIVE SESSION: To discuss potential litigation per RCW 42.30.110(1)(i)

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.

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

Civic Center (City Hall) hours modification: The City of Gig Harbor adjusted Civic Center public service hours to 8:00 a.m. to 4:30 p.m., Monday through Friday beginning April 1. Like many organizations, we continually evaluate how we provide service to the community while also supporting a healthy and sustainable workplace for our team. This modest adjustment better aligns our public service hours with when residents and businesses most frequently visit the Civic Center, while also giving staff flexibility to maintain a schedule that supports work-life balance. Our employees do incredible work for this community every day, and creating an environment where they can do that work effectively matters.

One question we've heard from a few community members is whether this change means employees will now work fewer hours. The answer is **no**. City staff continue to work a full 40-hour work week. The change simply adjusts when public counters are open to walk-in service.

Community partnership forming – suicide prevention: The city recently convened an initial meeting focused on strengthening regional collaboration around suicide prevention and mental health awareness in our community. Mayor Mary Barber, City Administrator Katrina Knutson, and Housing, Health, and Human Services (H3) Program Manager Shea Smiley met this week with District 7 County Councilmember Robyn Denson, along with Pierce County Human Services leader Margo Burnison and Nicole Jones-Vogel. The meeting marked the beginning of a new partnership between the City of Gig Harbor and Pierce County to explore coordinated strategies that support suicide prevention, mental health awareness, and access to resources in our community.

This work is particularly meaningful because these conversations haven't happened in the past. We believe mental health and suicide prevention are topics that must be talked about openly and without stigma, so community members know where to turn for help and support. As this effort develops, it will build on the city's existing work with the Peninsula School District to support youth mental health, including initiatives led through the city's youth council. We look forward to sharing more updates as this partnership evolves. Community members interested in learning more or getting involved are encouraged to contact H3 Program Manager Shea Smiley at ssmiley@gigharborwa.gov.

Community Cares meeting: Mayor Barber and Housing, Health & Human Services (H3) Program Manager Shea Smiley attended the March 11 Community Cares meeting, hosted by the Gig Harbor-Key Peninsula Housing and Homeless Coalition. The meeting convened regional partners to share resources and coordinate efforts related to behavioral health, substance use, and suicide

prevention. During the behavioral health portion of the agenda, the H3 presented on the City of Gig Harbor's efforts to help lead and support a coordinated community response to youth mental health. The presentation highlighted opportunities for collaboration across schools, faith organizations, youth-serving organizations, and community partners, including the development of a youth-led mental health summit anticipated later this spring. This meeting provided an opportunity to share the work the city is doing and to strengthen partnerships with organizations working to support youth and behavioral health in our community.



St. Vincent de Paul tour: Housing, Health & Human Services (H3) Program Manager Shea Smiley met with and toured the programs at St. Vincent de Paul in Tacoma to learn more about the services available to Pierce County residents experiencing housing instability or financial hardship. The visit provided insight into the organization's Community Resource Center and Family Resource Center, which offer walk-in support for basic needs such as financial assistance, clothing, food, and connections to additional community resources. The tour provided an opportunity for the H3 to strengthen relationships with a key regional partner and better understand how the city can continue collaborating with community organizations to support residents in need.

State of the City presentations continue through March: Thursday, March 5, Mayor Mary Barber presented her first State of the City address at the Gig Harbor Chamber Luncheon. The presentation covered some key highlights from 2025 and then looked forward to priorities for 2026. Efforts to align city code with often unfunded state mandates and the ongoing infrastructure maintenance and improvements that will bring several new construction projects this summer, were two key challenges covered. To address them, Mayor Barber pointed to increased communication efforts to connect our community to the city. Her vision for 2026 starts with the foundation of maintaining high-quality municipal city services and features three key priorities that include enhancing community connection, increasing economic vitality, and addressing diverse housing. Mayor Barber presented the State of the City to the Midday Rotary on March 17 and will visit the Morning Rotary on March 27.

2025 Annual Report available online: The city's 2025 Annual Report is available for download online and it tells the story of a year filled with big wins for Gig Harbor. The Annual Report is one of many ways the City of Gig Harbor is working to ensure clarity, build confidence, and strengthen civic pride in service to the greater community. The report gives residents a look at how public resources are being used and how strategic goals are being advanced. It is designed to raise awareness and understanding of city departments, show key accomplishments, and provide context for ongoing initiatives. Whether you are a long-time resident or new to Gig Harbor, the report offers insight into how your local government operates and how the city is preparing for the future. We invite you to explore the report and learn more about the work being done every day on behalf of Gig Harbor residents. The full story, including how these efforts support long-term livability, environmental stewardship, economic vitality, and municipal services, [is available to download here](#).

Community Development

Community Development Director Eric Baker

The Pierce County Council has given the official go-ahead to their staff to continue discussions with the city on an interlocal agreement focused on the urban areas surrounding the city. Such an agreement could help improve consistency between city and county neighborhoods and clarity for the public when urban projects are proposed that will impact city infrastructure. Ultimately, this could lead to future annexations.

The city held two public meetings regarding the critical areas code update. Several members of the public attended to see what the proposed code updates include and how they may impact their properties. These meetings have been augmented by opportunities for community members to contact city staff on property-specific issues for future development plans. If you get inquiries, please send them our way.

Planning: Planning staff presented a Shoreline Substantial Development Permit and a General Variance to the Hearing Examiner on March 3 for the proposed Lift Station #5 replacement project at 2825 Harborview Drive. The project involves replacing and modernizing the existing lift station infrastructure to support continued wastewater service in the Harborview area. Following the public hearing and review of the staff report, supporting materials, and testimony, the Hearing Examiner issued a decision approving the Shoreline Substantial Development Permit and the requested variance for the project. The approval allows the city to move forward with replacement of Lift Station #5, subject to any conditions of approval included in the Hearing Examiner's decision.

Building: During this past reporting period the building & fire division received 27 new permit applications, including for the Midway Deli going into the old Heritage space at Pioneer & Harborview and a new ice cream shop called Couple of Scoops going into Olympic Village. Permits for three new homes were included among the 22 that were issued, and Ivar's at Uptown received a Certificate of Occupancy!

Code enforcement: Based on sign enforcement over the last couple of weeks, staff are working with local businesses to ensure signs are located per city code requirements in the future. This has largely applied to real estate signage. Hopefully, this will avoid the need for progressive enforcement in the form of fines and citations.

Court

[Court Administrator Stacy Colberg](#)

Jury trials: Jury trials scheduled in both March and April have been cancelled due to case resolutions. The next jury trial is scheduled for May 21. About 100 jury summonses and qualification questionnaires are sent each month to potential jurors who reside within the greater Gig Harbor area. Not all potential jurors are qualified, and some are excused for medical or other hardship reasons. All jurors should follow instructions on their jury summons and call the recorded jury line for trial updates at (253) 851-7808 option 1.

Traffic court: Due to the increase in caseload and to ease congestion on the court dockets, traffic court sessions have been increased to monthly starting in April 2026. The next traffic court session is scheduled for April 14.

Traffic court is held remotely via Zoom. Participants should prepare 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

[Interim Finance Director Scott Larson](#)

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 |
|----------------------------------|------|----------------------------|
| Senior Accountant | FT | Open until filled |
| Seasonal Worker | FT | Open until filled |
| Utility Billing Technician | FT | Closed - selection pending |
| Maintenance Technician (streets) | FT | Closed - selection pending |
| Maintenance Technician (parks) | FT | Closed - selection pending |

Information Technology Systems

ITS Manager Logan Rosenstiel

ITS has been busy at work behind the scenes on what we've dubbed "IT 2.0". While there hasn't been much visible progress made to the user community, much has happened on the back end.

Improved connectivity for police officers: Last week, ITS received updated SIM cards to transition the police department laptops (known as MDCs in cop speak) from Verizon to FirstNet. We anticipate having all PD MDCs cut over by next week.

While there's still more work to do to improve our officers' connectivity in the field, this first step should help quite a bit.

Cutting costs to drive efficiency: ITS recently migrated finance's Adobe Sign entitlements, as well as Communications' Premiere Suite, to a seldom-utilized statewide contract resulting in nearly \$10,000 in annual savings. We'll also be taking advantage of this steep discount to provide the current version of Adobe Acrobat to all city users later this year.

First Comcast service installed: The first of two Comcast service circuits was installed at public works operations. While we're not able to utilize this one yet, it's another important step in improving network performance at city facilities.

As we move into Q2, expect to see many more updates and communications from ITS as we're working to improve everyone's technology experience.

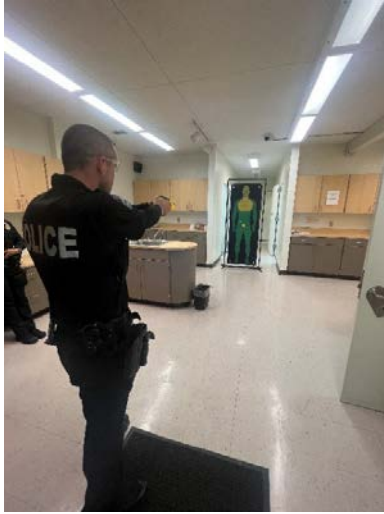
Police

Police Chief Tray Federici

GHPD annual department meeting reinforces training, recognition, and mission: On March 5, the Gig Harbor Police Department conducted its annual department meeting, bringing together sworn officers, professional staff, instructors, and partner representatives for a day focused on training, recognition, and organizational alignment.

The meeting included mandatory training, departmental awards, partner presentations, and a State of the Department address from the chief of police outlining the department's mission, vision, and strategic direction moving forward.

A significant portion of the day was dedicated to required recertification training across multiple disciplines. Through the efforts of department instructors, 26 officers successfully completed recertifications during the event. These training evolutions required extensive preparation and coordination, reflecting the department's continued commitment to readiness and professional development.



Department Instructors

- Officer Alexa Ejde – Taser
- Officer Skylar Doktor – 40mm
- Officer Jasen Raphael – OC Spray
- Officer Mark Burns – CPR/AED
- Officer Olivia Mancuso – CPR/AED
- Sergeant Eddy Dominguez – Defensive Tactics / Baton
- Stan Glisson – Domestic Violence / Legal Updates

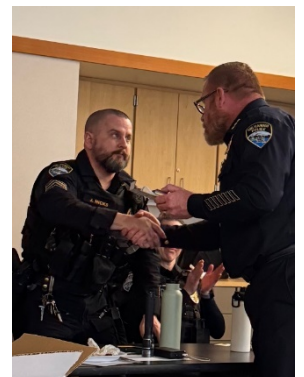
The meeting featured guest speaker Shea Smiley, who provided a presentation on the city’s housing, health, and human services (H3) initiatives and available community resources. The department also recognized several individuals for their exceptional service and contributions over the past year.

2025 Award Recipients

- Kerri Rowan – Support Services Specialist of the Year
- Officer Matt Bonsib – Top DUI Performer
- Chaplain Gary Rudd – Volunteer of the Year
- Officer Garrett Chapman – Chief’s Award
- Sergeant Joe Hicks – Officer of the Year

In addition to training and recognition, the meeting provided opportunities for tabletop discussions, open dialogue, and collaborative conversations among department members. These discussions reinforced the importance of teamwork, communication, and shared commitment to the department’s mission.

The annual department meeting served as an important reminder that while the organization is made up of highly skilled individuals, the strength of the Gig Harbor Police Department ultimately lies in its ability to function as a unified team in service to the community.

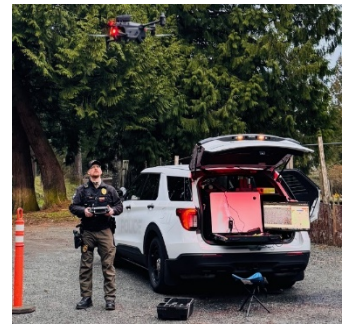
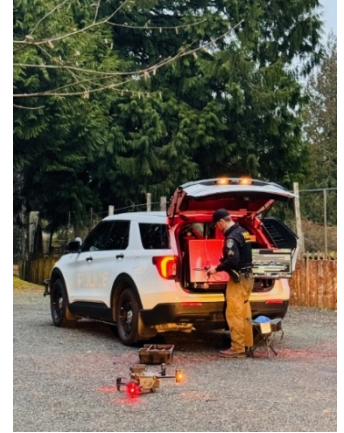


Aerial overwatch: The Gig Harbor Police Department assisted in a coordinated law-enforcement Internet Crimes Against Children operation alongside the Federal Bureau of Investigation and the Washington State Patrol. The effort highlighted the department's ongoing commitment to strong partnerships, officer safety, and the effective use of GHPD's drone program during high-risk situations.

Gig Harbor officers deployed the department's drone to provide real-time aerial surveillance and situational awareness. The drone remained in operation throughout the event, delivering a continuous live feed to enhance safety for everyone on scene. This overhead view helped the arrest teams monitor approach routes, identify potential hazards, and maintain awareness of activity around the property. GHPD also staged a transport van nearby to support the operation in the event additional detainees needed to be taken into custody.

The operation concluded safely and without injury to officers or bystanders.

The Gig Harbor Police Department remains committed to supporting partner agencies with professional, well-coordinated resources and upholding the highest standards of safety during complex field operations.

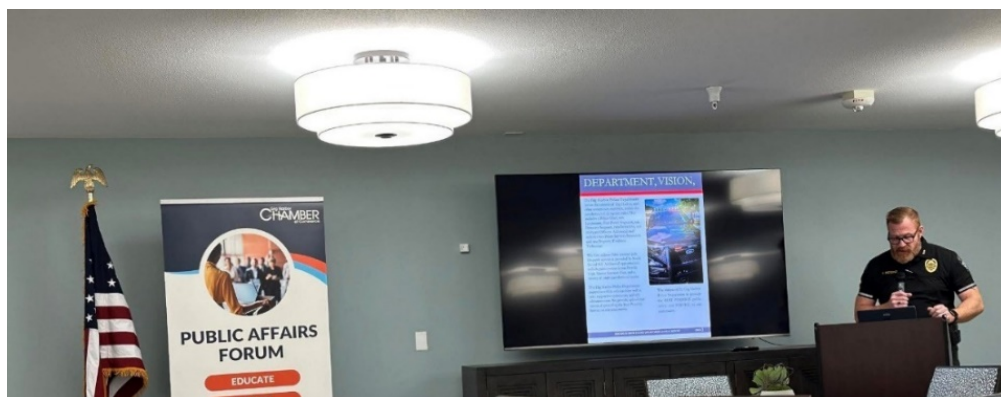


Chief and command staff present department update: On March 12, the chief of police and members of the Gig Harbor Police Department command staff delivered a State of the Department presentation at the Gig Harbor Chamber of Commerce Public Affairs Forum.

The presentation provided chamber members with an overview of current department operations, staffing levels, recent initiatives, and ongoing public safety priorities within the city. Topics included officer recruitment and retention, traffic safety efforts, technology investments, and the department's approach to emerging community concerns.

Following the presentation, chamber members participated in an open question-and-answer session with department leadership. The discussion covered a range of topics including crime trends, coordination with neighboring agencies, and ways businesses and law enforcement can continue working together to address safety issues affecting the community.

The meeting provided an opportunity for direct dialogue between chamber members and department leadership while offering a clearer understanding of the department's current operations and priorities.



Public Works

Public Works Director Jeff Langhelm

Soundview Forest tree removal: Bids closed on March 12 for the removal of 18 dead or diseased trees in Soundview Forest. The successful low bidder will be notified this week, and more information about the project schedule will be provided once the contractor is onboard.

tx'aałqəł Conservation Area: A new 0.6-mile nature trail will open soon in the tx'aałqəł Conservation Area. The trail will be open to pedestrians only and can only be accessed from the Cushman Trail. Once signage is installed, more details and maps will be provided. The conservation area was purchased in 2022 with help from Pierce County Conservation Futures and will be kept in a natural state, with more trails developed in the future.

Wastewater operations: (1) Wastewater staff are starting annual gravity sewer main and manhole inspections using sonar equipment. This year staff are focusing on the downtown area. (2) Crews will install a wastewater flow meter in the southern section of the Burnham Drive sewer main to assist consultants with flow data collection information. This data will assist our consultants who are conducting sewer modeling of the city's sanitary sewer system.

Parks and facility operations: (1) Staff are performing ongoing clean up after the large wind and snow events that happened last week. Several truckloads of branches and other debris have been cleaned up. (2) Staff are finishing this year's first round of weeding at city parks, primarily in planter beds. (3) New window lettering has been ordered for the public entrances to the Civic Center. This new lettering will identify the new hours of operation for the Civic Center (8:00 a.m. to 4:30 p.m.). (4) Staff continue to work with the HVAC contractor, MacDonald Miller, on heating and cooling issues in the police department. They are working with their supplier and manufacturer, Trane, to

collect and monitor data. MacDonald Miller will propose a solution once they have completed more trials on temperature set points.

Streets and storm operations: (1) Crews are working to replace proprietary storm vault filters in storm facilities operated by the city. This work is part of the city's routine storm facility cleaning. (2) With the arrival and implementation of the city's new street sweeper, staff are realizing significant operational gains in the amount of street sweepings it can store and how well it completes the job. (3) As you probably experienced, there was a small, unplanned snow event last week. Crews jumped into action and did an awesome job keeping our streets clear for our residents. (4) City staff have training leaders among us. These training leaders attend "train the trainer" courses then return to the city to pass this training along to other staff. Recently, Dan Coonan led the forklift training and certification for wastewater staff. And Matt Hemphill is working on trench safety and shoring training. (5) A new flatbed truck has arrived and is being commissioned to replace the city's 2007 Dodge flatbed. At the same time, staff are decommissioning the existing vehicles that we're replacing and putting those decommissioned vehicles into surplus. These surplus vehicles will go to the auction block. (6) Crews still consistently work on replacing the burnt-out streetlight lamps from the city's 2017 LED lamp replacement project. The city has a prioritized plan for LED lamp replacements. Unfortunately, due to budgetary constraints, not all LED lamps that were installed in 2017 will be replaced in 2026. (7) Staff are addressing potential sidewalk trip hazards in the north side of town by grinding down raised edges.

Water operations: (1) The water department staff have been busy collecting data into our asset management software, Cartegraph, for the Shore Acre Water System. We will be acquiring this system soon and having this data in our system will assist city staff in properly and efficiently managing this new infrastructure. (2) Staff continue to perform water meter maintenance on all the 3,500 city water services. This work includes updating our asset management data while also physically visiting and performing maintenance on all water services. (3) Our spring water main flushing program will be starting this week. This is our twice-yearly flushing program where we systematically flush city's water system to help reduce the amount of iron and manganese that builds up in our water mains. This project is expected to take 8 weeks to complete. (4) For the fourth time in the past two years the city's water department tested all of our wells for [PFAS](#), as required by the Environmental Protection Agency. Staff are happy to announce that the results have come back as no detectable levels of PFAS in city drinking water!

Capital improvement project status updates: For the most recent updates on the city's design and construction projects, see our online [CIP StoryMap](#).



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

Meeting Date: March 23, 2026

SUBJECT: First Amendment to Gig Harbor YMCA Sports Complex Lease Agreement

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: 253-853-8253

SUGGESTED MOTION: Move to authorize the mayor to execute the First Amendment to the Gig Harbor YMCA Lease Agreement.

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

BACKGROUND INFORMATION: Due to a request from the YMCA to change the draft services agreement to allow field rental fees to be used for operating expenses for Phase 1A of the Gig Harbor Sports Complex, it was determined that a lease amendment was necessary. Such an allowance would contradict Section H(i) of the lease, which was adopted in March of 2025. That section requires that all rental fees for non-YMCA programming be put into the capital reserve fund, which was language carried over from the original 2021 lease. To meet financial obligations, the YMCA requires that some of the rental fees be available for operating expenses. In both the lease amendment and the services agreement, operating costs are defined as personnel, management software and utility bill that support the field rental program.

The draft lease amendment amends Section H(i) of the Lease to allow operating costs to be paid for by field rental fees. It also clarifies language about donations for the sports complex.

Council reviewed the proposed lease amendment, along with the draft services agreement, at the March 12 study session and recommended that they be brought to the next regular council meeting for approval.

FISCAL CONSIDERATION:

ATTACHMENTS:

1. YMCA First Amendment to Gig Harbor Sports Complex Lease
-

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

**FIRST AMENDMENT TO
GIG HARBOR - YMCA SPORTS COMPLEX
LEASE AGREEMENT**

This first amendment (“First Amendment”) is that certain Lease Agreement, dated March 11, 2025 (“Lease”) by and between the City of Gig Harbor, Washington, a municipality of the State of Washington (“Landlord”) or “City”) and Young Men’s Christian Association of Pierce and Kitsap Counties, a nonprofit corporation organized and existing under the laws of the State of Washington (“Tenant”) or “YMCA”).

RECITALS

Landlord and Tenant entered into that certain Lease pertaining to the development and lease of a Sports Complex Area as defined therein, located on approximately 9 acres of City’s Property (as defined therein).

The Parties wish to amend the provisions concerning the Capital Reserve Fund, as currently set forth in the Lease, to bring them closer in alignment with the original intentions of the parties on Capital Reserve Funds, as first expressed in the Memorandum of Understanding, dated October 14, 2019 and to be consistent with the Services Agreement, related to the Lease, where the Capital Reserve Fund is also discussed.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged and received, the Parties agree to amend the Lease as follows:

1. Section H(i) of the Lease shall be amended and replaced with the following:

The YMCA will establish a separate, interest-bearing Capital Reserve Fund in a reasonable amount with funds from the rental fees and donations it receives, net of operating costs that is deemed adequate for the purposes of reasonably maintaining, repairing, and replacing the Phase 1A Improvements in the short and long term over the length of the Lease. Operating costs are defined to include: personnel, management software and utility bills that support the field rental program. The City Administrator or his/her designee and the YMCA will review the status of the Capital Reserve Fund annually, by February 15 of each year for the year prior, including but not limited to the annual operating costs, amount of rental fee contributed to the Capital Reserve Fund, the amount used from it, and any amount deemed surplus. Surplus Capital Reserve funds are those funds above the required Capital Reserve Fund level established by the Parties. Amounts in the Capital Reserve Fund that are considered surplus shall be reinvested into the Phase 1A Improvements, or, if no such reinvestment is possible or beneficial, reinvested into the General Public's use of the facilities through reduced rental rates or other similar uses. Reinvestment in the Phase IA Improvements does not include reimbursement to Tenant for the initial costs incurred in constructing those improvements.

There being no other changes, the remainder of the Lease shall remain unchanged. In the event of any conflict between this First Amendment and the Lease, the terms of this First Amendment shall be binding and control on the Parties.

IN WITNESS WHEREOF, the City of Gig Harbor and the YMCA of Pierce and Kitsap Counties have executed this Services Agreement on the date as first above written.

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

Mary Barber
Mayor

YMCA: YMCA OF PIERCE AND KITSAP
COUNTIES, a Washington nonprofit
corporation

Charlie Davis
President and CEO



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

Meeting Date: March 23, 2026

SUBJECT: Services Agreement with YMCA for Phase 1 of Gig Harbor Sports Complex

SUBMITTED BY: Parks Manager Jennifer Haro

DEPARTMENT: Public Works

PHONE: 253-853-8253

SUGGESTED MOTION: Move to authorize the mayor to execute the services agreement with the YMCA of Pierce & Kitsap Counties for Phase 1 of the Gig Harbor Sports Complex.

- a. Staff Report: Parks Manager Jennifer Haro
 - b. Clarifying Questions
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-

BACKGROUND INFORMATION: The city and the YMCA updated the lease agreement for phase 1A of the Gig Harbor Sports Complex in March of 2025. Section H of the lease requires that the city and the YMCA enter into a services agreement prior to the substantial completion of the Phase 1A improvements. The lease lists items that must be included in the services agreement, which include: general public use of fields, scheduling, maintenance, public coordination, use rates, field coordinator, rules, insurance, and capital reserve fund. The city has also included operation of the concession stand in the services agreement, as well as some janitorial items at the restroom/concession stand building at Doris Heritage Park that will be performed by the YMCA on weekends and evenings.

The attached draft services agreement was developed based upon the approved lease and discussions with the YMCA. It has been reviewed by the city attorney, the YMCA, and their attorney.

Notable parts of the agreement include: YMCA management of the concession stand, shared basic janitorial duties on off-season weekends and high-use tournament days, defining the minimum available amount of general public use of a field, and general expectations for field operations, as outlined in the lease.

Since the discussion at the study session on January 15, the following changes were made to the draft agreement:

- Whole fruits were added to the list of allowed foods that can be served.
- Section 2.7.6 was re-worded for clarity.
- Section 2.7.8 added refilling the concession stand soap dispensers to the concession stand maintenance requirements.
- A new section was added to allow administrative changes to the agreement that reads: *8.10 Amendments. The City Administrator or designee is authorized to execute minor amendments on behalf of the City to this agreement upon mutual*

agreement between the YMCA and City after quarterly reviews that do not increase costs to the City or violate any lease provisions.

- Section 5 was altered to define operations expenses and allow them to be paid for out of field rental fees.

Once the fields open, this agreement will be reviewed quarterly for the first two years and amended as needed.

At the study session on March 12, council agreed to move the draft agreement forward as presented.

FISCAL CONSIDERATION:

ATTACHMENTS:

1. DRAFT City-YMCA Phase 1A Services Agmt_2026-03-06 edits

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

Provide a safe, healthy, and inclusive community

SERVICES AGREEMENT

GIG HARBOR SPORTS COMPLEX FIELDS

CITY OF GIG HARBOR, LANDLORD

AND

YMCA OF PIERCE AND KITSAP COUNTIES, TENANT

DATE:

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SERVICES AGREEMENT

This Services Agreement is made between the CITY OF GIG HARBOR a municipal corporation of the State of Washington (“City”) and the YOUNG MEN’S CHRISTIAN ASSOCIATION OF PIERCE AND KITSAP COUNTIES, a Washington non-profit corporation (“YMCA”).

RECITALS

- A. The YMCA is constructing two multipurpose sports fields (“Fields”) and associated parking, sidewalks, and utilities on City-owned property at 10770 Harbor Hill Drive (AFN 4002730010) for the use of YMCA and Gig Harbor community programming.
- B. City as Landlord and YMCA as Lessee entered into lease on March 11, 2025 (Lease). The Lease agreement governs the construction, funding, and ownership of the property and improvements, known as Phase 1A of the Gig Harbor Sports Complex, and requires this Services Agreement under Section H.
- C. The City completed Phase 1B of the Gig Harbor Sports Complex, officially named Doris Heritage Park at Gig Harbor Sports Complex, in June 2025. Doris Heritage Park has a bathroom and concession stand building that were designed to complement the field facilities.
- D. The Fields are intended to provide recreational programming and fitness opportunities for YMCA program members, local youth sports groups, and community members.
- E. The City and the YMCA are willing to enter into this Services Agreement on the condition that the YMCA will construct and manage the Fields and both parties will fulfill their obligations hereunder and under the Lease.
- F. The lease identifies in Section H(j), that the property shall be named the Gig Harbor Sports Complex, with any naming right being a ribbon above the main sign.

NOW, THEREFORE, the City and the YMCA hereby agree as follows:

1. Term. The term of this Services Agreement shall coincide with the term of the Lease, which is an initial term of 35 years from the Lease date, with three 20-year extension options, starting on March 11, 2025. It may be amended by mutual agreement at any time.

2. Operations. Following the commencement date, YMCA shall continuously use, operate, and maintain the Fields as a community facility. The standards to which the Fields shall be maintained shall be comparable to the Tom Taylor YMCA and Doris Heritage Park.

2.1 Use Priority. The YMCA shall prioritize YMCA programming, sports, and local youth sports use. Secondary priority shall be given to adult sports leagues and community use. Gig Harbor community events may also be scheduled on the fields, but the YMCA reserves the right to refuse anyone who violates anti-discrimination laws or criminal laws or who is reasonably believed to have the propensity to do the same in the interests of public safety, disruption or illegal conduct.

2.2 Utilities. YMCA shall pay for all utilities associated with operating the fields and parking lots consistent with Lease provision L.

2.3 Electric Vehicle (EV) Charging Stations. Two charging stations were required to be installed at the Fields due to code requirements. The YMCA shall own and maintain them at its expense, and shall charge rates equivalent to the City's rate per kWh in accordance with the City's then current adopted fee schedule.

2.4 Hours. The Fields must not be operated, scheduled for programming, or rented outside of the hours from 6:00 AM to 11:00 PM.

2.5 Staffing. The YMCA will employ a field coordinator to schedule, track, and oversee field use. This employee, or designee, must be available by telephone during all scheduled field use hours.

2.6 Janitorial services. Upon written approval from the city, the YMCA will provide janitorial services to the restrooms at Doris Heritage Park (Sports Complex Phase 1B) as follows:

2.6.1 On weekday evenings (after 5:00 PM) when the field(s) are rented, YMCA staff may respond to complaints of messes, supply shortages, or overflowing garbage.

2.6.2 On weekends from October 1 to May 1, YMCA staff shall check the restrooms once daily for garbage, messes, and supplies, and should clean and restock as appropriate.

2.6.3 If there is anything obviously malfunctioning or in need of repair, YMCA staff shall call the on-call public works operations number for city staff to address it.

2.6.4 During high-use weekend (Saturdays and Sundays) days and government holidays (defined as having a total of 16 hours of scheduled use on both fields, combined), the YMCA shall perform at least two restroom checks for garbage, messes and supplies. If the YMCA is unable to perform the checks and restock supplies as necessary, the YMCA shall pay the City an amount equal to three (3) hours of a Maintenance Technician's salary for each

day of use over 16 hours. The mid-range Maintenance Technician rate for 2026 is \$37.52 per hour and is subject to change yearly.

2.6.5 The City and the YMCA shall meet quarterly for the first two years to discuss janitorial services in Section 2.6 to make adjustments as necessary.

2.7 Concession Stand. The YMCA will have the option to allow organizations who rent the fields to operate the concession stand during their field rental periods subject to terms and conditions of a separate agreement between the YMCA and that concessionaire. The terms of the agreement with the concessionaire will contain, at a minimum, the following:

2.7.1 Any organization using the concession stand must provide proof of insurance to the City and name the YMCA and the City as an additional insured.

2.7.2 The YMCA will be responsible for a key entry card that will be provided to the concession stand operator.

2.7.3 Concession stand operators must sign a separate agreement with the City with conditions for use.

2.7.4 The YMCA will be entitled to retain a flat fee from the concessionaire to be used toward janitorial expenses associated with Section 2.6.

2.7.5 Only pre-packaged foods and beverages and whole fruits will be allowed to be sold. No alcoholic beverages are permitted to be sold.

2.7.6 Only , microwaves, hot water or coffee dispensers are allowed.

2.7.7 No fryers, airfryers, cooktops, hotplates, toasters, or other appliances are allowed.

2.7.8 After use of the concession stand, the YMCA must inspect it to ensure that it is cleaned to the standard it was before use and collect all key cards, remove garbage, and ensure there are paper towels and soap in the dispensers.

2.7.9 The concessionaire will indemnify and hold the YMCA and City harmless from and against any and all damages caused by its use of the concession stand.

2.8 Rules for field use. The YMCA is solely responsible for establishing rules for visitors and users of the fields in order to protect the property and improvements, which rules should be consistent with the City's policies and rules for similar areas within City limits. All rules must be posted at field entrances. YMCA personnel are responsible for enforcing all established rules.

2.9 Cleanliness. The Fields must meet the minimum field condition standards as specified by the Washington State Interscholastic Athletic Association or similar standard. The fields and leased premises must be kept in a clean and safe condition at all times, free of garbage, and contaminants. If the YMCA fails to reasonably maintain the premises in said condition, the City shall give a written notice to the YMCA describing what is required to maintain it to standard and the time allowed to do so. If the YMCA does not perform the work, the City will respond accordingly, and will send the YMCA an itemized bill, including the city's labor costs to cover the City's time in such effort.

2.10 Use of dumpster. The YMCA will have the right to use the dumpster at Doris Heritage Park for disposing of waste from the Fields. Large, bulky items that do not fit in the dumpster shall be disposed of separately at the YMCA's expense.

3. Programming. The YMCA will solely be responsible for field programming and scheduling.

3.1 Scheduling. The YMCA is solely responsible for field scheduling, but should coordinate with other local athletic field operators, including, but not limited to PenMet Parks and the Peninsula School District when scheduling community use of the Fields.

3.1.1 The YMCA shall provide view-only access to field reservations to the City.

3.1.2 The YMCA shall provide the City with a list of all users and hours programmed quarterly or upon written request.

3.2 General public use. At least three (3) hours a week, a minimum one-half of a full field shall be available for general public drop-in use, outside of the hours of 9:00 AM to 4:00 PM on weekdays.

3.2.1 Per section H(a) of the Lease, when the fields are not reserved, the fields should be open to the general public during approved use hours as defined in Section 2.4 of this agreement at no cost to the general public.

3.3 City Use of Fields. If requested, the City shall have the right to hold one special event per year, not to exceed 4 hours, at no usage cost to the City; provided, however, the City shall be responsible for the cost of cleanup and garbage removal as well as any security reasonably needed for the event that may exceed the security already provided by the YMCA. The City shall provide the YMCA with at least 90 days notices of any such event.

3.4 Programming at Doris Heritage Park. The YMCA may use the playground at Doris Heritage Park as part of summer programming, subject to the following:

3.4.1 If the YMCA intends to use any part of Doris Heritage Park for programming, the proper permits for the park, shelters, performance stage or stages events with more than 30 people at any one time, a park reservation form and/or special event permit will be required as for other park users.

3.4.2 Restroom use shall be limited, when practical, to the family restroom to minimize inconvenience to park users.

3.4.3 The City recognizes that the YMCA program participants will need to walk through the Park to access the fields for summer and sports. Those instances shall not require any permits or notifications to the City.

3.5 Use rates. The YMCA is responsible for setting use rates but should consider utilizing rates established by other local agencies with turf fields. Rates must be reviewed annually by the City of Gig Harbor Parks manager, and must be approved by the Mayor or designee once per year per Lease section H(e).

4. Compliance with Legal Requirements and agreements. YMCA shall, at its sole cost and expense comply with and perform all obligations with respect to (a) Lease agreement, (b) all legal requirements as defined herein, and (c) all contracts, including insurance policies applicable to the Fields and Improvements as stated in the Lease Section H(h).

5. Financial Obligations of Parties.

5.1 Capital Reserve Fund. The YMCA will establish a separate, interest-bearing Capital Reserve Fund in a reasonable amount with funds from the rental fees and donations it receives, net of operating costs that is deemed adequate for the purposes of reasonably maintaining, repairing, and replacing the Phase 1A Improvements in the short and long term over the length of the Lease. Operating costs shall be defined as personnel, management software and utility bills to cover the field rental program. The City Administrator or his/her designee and the YMCA will review the status of the Capital Reserve Fund annually by February 15 of each year for the year prior, including but not limited to the amount of rental fee contributed to the Capital Reserve Fund, the amount used from the Capital Reserve Fund, and

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

5.2 Donations. Donations provided to the YMCA or the City specifically identified as being for support of ongoing operational expenses, maintenance, or replacement of the Phase 1A Improvements must be placed in the Capital Reserve Fund unless such donations received were used to pay the cost of the initial construction of the Phase IA Improvements.

5.3 Supplies. The YMCA shall provide restroom supplies, or an equivalent payment, as needed, payable quarterly, based upon the difference of supply use from before and after the Fields opened for programming. The YMCA shall be given access to the supply closet in the restroom/concession building in order to stock supplies and to meet the requirements of Section 2.6 of this agreement.

6. Construction, Maintenance, Repair and Equipment. As provided in the Lease, and subject to the terms of this Agreement, YMCA shall undertake the maintenance, repair, and furnishing of supplies for the sports fields, parking lots, walkways, landscaping, and stormwater system on the property. YMCA shall be responsible for replacement of furnishings, equipment, and turf within the leased area. YMCA shall ensure that the turf, walkways, fences, lights, and parking lot are in good working order at all times, and will repair any deficiencies promptly upon being made aware of it.

7. Signage. The YMCA shall erect a monument sign at the vehicle entrance to the property. All signs must meet the requirements of Gig Harbor Municipal Code. The facility shall be named the Gig Harbor Sports Complex with any naming right being a ribbon above the main sign, as outlined in the Lease Section H(j).

8. Miscellaneous.

8.1 Entire agreement. This Services Agreement together with the Lease sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them.

- 8.2 Governing Law. This Services Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.
- 8.3 Severability. Should any of the provisions of this Agreement be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Services Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.
- 8.4 Waiver. No waiver of any right under this Agreement shall be effective unless contained in writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.
- 8.5 Notices. All notices or requests required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by mail or email transmission and shall be deemed given three (3) days following the date when mailed or emailed (provided a confirmation of receipt of the email is received). All notices or requests shall be sent to the YMCA or the City as follows:

To City: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Attn: Parks Manager
Email: jharo@gigharborwa.gov

To YMCA: YMCA of Pierce & Kitsap Counties
4717 S. 19th Street, Suite 102
Tacoma, WA 98405
Attn: Toko Thompson, Vice President & CFO
Email: tthompson@ymcapkc.org

- 8.6 Indemnity. YMCA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the YMCA's performance of this Agreement, including any and all use of the Property after the execution of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence. Should a court of competent jurisdiction determine that

this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the YMCA and the City, its officers, officials, employees, agents and volunteers, the YMCA's liability hereunder shall be only to the extent of the YMCA's negligence. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE YMCA'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. The provisions of this section shall survive the expiration or termination of this Agreement.

- 8.7 Attorneys' Fees. If any legal action or claim is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in such action or claim, in addition to any other relief to which it may be entitled.
- 8.8 Relationship between Parties. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship, franchise or partnership between the Parties or to impose any such obligation or liability upon either Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, act as or be an agent or representative of, or otherwise to bind any other Party.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts and the counterparts taken together shall constitute one and the same Agreement. An executed copy of this Agreement may be delivered by facsimile or other means of electronic transmission pursuant to which the signature can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.
- 8.10 Amendments. The City Administrator or designee is authorized to execute minor amendments on behalf of the City to this agreement upon mutual agreement between the YMCA and City after quarterly reviews that do not increase costs to the City or violate any lease provisions.

IN WITNESS WHEREOF, the City of Gig Harbor and the YMCA of Pierce and Kitsap Counties have executed this Services Agreement on the date as first above written.

City:

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

Mary Barber
Mayor

YMCA:

YMCA OF PIERCE AND KITSAP
COUNTIES, a Washington nonprofit
corporation

Charlie Davis
President and CEO

DRAFT

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

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

| Day | Date | Time | Group | Agenda Items |
|----------|----------------|---------------|--|---|
| TH | Mar. 19 | 5:30pm | Planning Commission Meeting | <ul style="list-style-type: none"> • Critical Areas Outreach Results |
| M | Mar. 23 | 5:30pm | City Council Meeting | <i>see agenda</i> |
| Tu | Mar. 24 | 11:00am | Arts Commission Special Meeting | <ul style="list-style-type: none"> • 2026 CE Grant Application Review and Funding Recommendation |
| TH | Mar. 26 | 3:00pm | City Council Study Session | <ul style="list-style-type: none"> • Introduction of Parks Commission Appointees • End of Legislative Session Report w/Shelly Helder (30 mins) • Hunt Street Property Update (15-mins) • Communication FLASHVote Results (15-mins) • 2027-2028 Strategic Plan Discussion – Council Priority Diverse and Affordable Housing |
| W | Apr. 1 | 5:30pm | Parks Commission | <ul style="list-style-type: none"> • 7601 Soundview Stormwater Park Feasibility Study update • Park use permit fee discussion (cont'd) |
| TH | Apr. 2 | 5:30pm | Planning Commission Meeting | Critical Areas Ordinance |
| M | Apr. 13 | 5:30pm | City Council Meeting | <p>Presentation:</p> <ul style="list-style-type: none"> • GH Junior Sailing Update (Joan Storkman) <p>Consent:</p> <ul style="list-style-type: none"> • 2026 Creative Endeavor Grant Funding • Parks Commission Appointees • Professional Services Contract with DOWL – Manganese Feasibility Study <p>Business:</p> <ul style="list-style-type: none"> • Professional Services Contract with Parametrix – 7601 Soundview Dr Stormwater Park Feasibility Study • Resolution 13XX – Harborview Drive Sidewalk Emergency Declaration • Artena Lane Non-User Statute Right of Way Vacation |
| TH | Apr 16 | 5:30pm | Planning Commission Meeting | |
| TH | Apr 16 | 3:00pm | City Council Study Session FULL | <ul style="list-style-type: none"> • Manganese Feasibility Study Discussion and Next Steps (30-min) • North Creek Culvert Replacement – RSI Next Steps (30 min) • City Owned Residential Rentals Overview (30 min) |
| M | Apr 27 | 5:30pm | City Council Meeting | Pledge of Allegiance: Girl Scout Troop 40137 |
| TH | Apr 30 | 3:00pm | City Council Study Session | <ul style="list-style-type: none"> • Gig Harbor North Projected Development Discussion (30-min) |

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 |
|-----|--------|--------|--|---|
| | | | | <ul style="list-style-type: none"> • Special Event Road Closure Considerations (15 min) • Critical Areas Ordinance XXXX |
| W | May 6 | 5:30pm | Parks Commission | • |
| TH | May 7 | 3:00pm | Quarterly Civil Service Commission Meeting | • |
| M | May 11 | 5:30pm | City Council Meeting | Presentation: <ul style="list-style-type: none"> • Mental Health Awareness Proclamation (Shea) • First Reading Critical Areas Ordinance XXXX |