

AGENDA
GIG HARBOR CITY COUNCIL MEETING
Tuesday, May 26, 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. Retirement of Patty McGallian

PUBLIC COMMENT ON CONSENT AGENDA ITEMS

CONSENT AGENDA

1. Approval of Vouchers: AP check numbers 202381 thru 202510, PR check numbers 109152 thru 109155, and ACH payments in the amount of \$923,638.30
2. Approval of Payroll

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

1. Department Updates

BUSINESS ITEMS

1. Professional Services Contract with Parametrix for 7601 Soundview Dr Stormwater Park Feasibility Study

Suggested Motion: Approve and authorize the mayor to execute Professional Services Contract with Parametrix in an amount not to exceed \$125,000.

- a. Staff Report: Michael Abboud, NPDES Coordinator
- b. Clarifying Questions
- c. Public Comment
- d. Council Deliberation and Action

2. Public Hearing - Ordinance 1561 Approving the Artena Lane Non-User Statute Right of Way Vacation

Suggested Motion: Move to adopt Ordinance 1561 approving the vacation of a portion of the existing Milton Avenue right-of-way.

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

PUBLIC COMMENT ON NON-AGENDA ITEMS

COUNCIL REPORTS/ COMMENTS

ANNOUNCEMENT OF UPCOMING MEETINGS

1. Upcoming City Meetings

ADJOURN

PUBLIC COMMENT & DECORUM

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@gjgharborwa.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

Port Townsend Creative District tour: Last week, a delegation from Gig Harbor including Mayor Barber, City Administrator Knutson, Visit Gig Harbor Director Roslyn Rochac-Finnegan, Waterfront Alliance Board members Karrie Polinsky, Lindsey Stover, Ray Corpus, and Gig Harbor Arts Commissioner Robin Avni met with Port Townsend officials to learn about how they formed their creative district.

The visit offered valuable insight into how a thriving creative district can be built through strong partnerships and shared community vision. During the trip, the delegation met with city staff, the mayor, and the Port Townsend Main Street Program to learn how these organizations have collaborated to cultivate a vibrant, arts-centered downtown that supports local businesses, attracts visitors, and strengthens community identity. Their success demonstrates how intentional coordination between government, business leaders, and arts advocates can transform creative energy into lasting economic and cultural impact.

For Gig Harbor, the lessons from Port Townsend highlight exciting possibilities. A locally developed creative district could help celebrate and amplify the city's unique artistic character, support local makers and cultural organizations, increase tourism, and create new opportunities for community connection.



City considers new platform for video FAQs: The goal of our communications department is to build and strengthen public trust and confidence in the city. One of the ways we do this is through publishing information that will raise awareness and understanding of complex issues and often multifaceted challenges that the city faces.

The City of Gig Harbor employs well over 100 dedicated staff and police officers who work tirelessly in service to our community. To help our community better know some of these faces and personalities, the city is looking to implement a new video-based frequently asked question (FAQ) tool from the [city website](#). The platform, a service provided by a company called Rep'd, is built on the belief that vibrant, trusting communities are created not through anonymous posts or walls of text, but by enabling real people (names, faces, and voices) to engage directly, honestly, and respectfully.

Once launched, the "Ask the City of Gig Harbor" tool will allow our community to submit questions to the city and give our array of subject matter experts the opportunity to provide a response in the form of a one- to two-minute video. The videos are then saved to a searchable library that can be viewed on demand. Coming soon!

City team meet for Village at Harbor Hill update: Last week, Mayor Barber, City Administrator Knutson, Community Development Director Eric Baker, and Public Works Director Langhelm met with representatives from Olympic Property Group (OPG), along with prospective new ownership group Elevated, to receive an update on future plans for the Village at Harbor Hill, the vacant property west of Heron's Key. During the meeting, the development teams shared two preliminary concepts for the site, both of which include a mix of neighborhood-serving retail amenities and multi-family housing designed to support the needs of Gig Harbor's growing community.

While no final plans have been established, the discussion marked an encouraging step forward for a property that is important to many residents in Gig Harbor's north end. Initial conversations also included potential permitting pathways and the process for potentially amending the site's 2018 Development Agreement. Redevelopment of the Village at Harbor Hill aligns closely with city council's vision for thoughtful economic development and expanded housing options, and the city is excited to see progress being made. More information will be shared with the community as plans continue to evolve.

Community Development

[Community Development Director Eric Baker](#)

The department is currently advertising for two positions, Patty McGallian's permit coordinator position and a community development assistant. Both positions will focus on permit processing. Please pass the information along to any great candidates to keep me from roaming the halls of other departments looking for talent.

Planning: The planning team has been leading and collaborating closely with public works and the building division to facilitate a wide range of pre-application meetings for proposals, including single-family residential remodels, as well as residential and commercial subdivision projects. These meetings serve as an important early step in the development review process, offering applicants the opportunity to present their concepts and receive preliminary guidance before submitting a formal application.

Pre-application meetings allow staff to identify key code requirements, clarify submittal expectations, and flag potential challenges early on. This collaborative approach helps applicants prepare more complete and accurate applications that support predictable review timelines.

Building: During this past reporting period, the building & fire division received applications for 23 new permits, including a tenant improvement for the Erickson Building and a “vanilla shell” at Latitude 47. The division issued 34 permits, including one for an oncology clinic at 4545 Point Fosdick and new homes for Mainvue and Rush Residential. 23 projects were completed, including remodel work at Metagenics and JAX Luxury Salon on Judson. FYI... the grand opening for JAX is scheduled for May 23.

Code enforcement: Code enforcement is continuing with investigation and outreach for previous open cases and continues with temporary sign sweeps/education. Seven new cases were opened so far this month ranging from parking issues, non-compliance with the fats, oils, and grease (F.O.G.) program, resident/HOA disputes, and customer complaints with various businesses.

Court

[Court Administrator Stacy Colberg](#)

Jury duty: For many Americans, jury duty is an inconvenience. It interrupts work schedules, family obligations, and daily routines. People groan when the summons arrives in the mail and some search for excuses to avoid it. Yet the truth is that jury duty, especially in municipal court, may be one of the most important acts of citizenship a person can perform. Municipal courts rarely make headlines. They handle the cases many people dismiss as small stuff; things like DUIs, theft, harassment, misdemeanor assault, and other local offenses. But there is nothing small about the consequences these cases carry for the people involved. A

conviction can affect employment, housing, education scholarship eligibility, immigration status, professional licensing, and family relationships. For victims, these cases may represent some of the most painful moments of their lives. For defendants, they may determine reputation, freedom, and future opportunity. Juries are especially important in municipal court, where cases often involve conduct that directly affects neighborhoods and community safety.



We often get asked by jurors how they were selected to serve on a Gig Harbor jury when they don't live in the city limits or vote in city elections. So, next time a jury summons from Gig Harbor Municipal Court arrives in your mailbox, here is a brief explanation of how you were selected.

Under Washington law and court rules, jury pools are created from combined public records that include voter registration lists, driver's licenses, and state identicaid records. These lists are merged into what is called a "jury source list." Courts then randomly select potential jurors from that list. Gig Harbor Municipal Court draws from residents within a limited geographic scope using data only from

zip codes 98332, 98333, 98335, 98329, 98349 (city and greater Gig Harbor area). Each month a group of randomly selected jurors from the “jury source list” are summoned for jury duty.

Prospective jurors must complete questionnaires to determine eligibility. From there jurors can be excused for ineligibility, extreme hardships, medical reasons, and pre-arranged travel obligations, just to name a few.

In Gig Harbor, a jury panel of six (6) is selected during jury selection, formally called “voir dire”, to serve at a one (1) day trial. The justice system depends on broad participation by potential jurors from the community they represent. Jury service is one of the few places where everyday citizens hold real constitutional power. Court staff are eager and available to answer your questions about jury duty.

Regional Director appointment: On May 19, Court Administrator Stacy Colberg was appointed by the District & Municipal Court Managers Association (DMCMA) as the Central West Regional Director. There are six regions and six regional directors in Washington State. The Central West region includes district and municipal courts in Pierce, Kitsap, Clallam, and Jefferson Counties. There are 30 courts within the Central West region.

Regional Directors serve on the DMCMA Executive Board and bring to the Board the views of the membership from their respective region regarding educational needs and procedural issues. Regional Directors also serve on the DMCMA Education Committee and are responsible for coordinating regional education programs. Work also includes providing outreach and support to those courts within their region, such as identifying court needs, referral to available resources, connecting members to court mentors or other assistance options, and fiscal responsibilities related to regional training expenses.

Finance

[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 |
|--------------------------|------|-------------------|
| Seasonal Worker | FT | Open until filled |
| Water Quality Specialist | FT | Open until May 12 |
| Associate Engineer | FT | Open until May 20 |
| Permit Coordinator | FT | Open until May 21 |

| | | |
|---------------------------------|----|----------------------------|
| Community Development Assistant | FT | Open until May 25 |
| Laborer | FT | Open until May 31 |
| Senior Accountant | FT | Open until May 19 |
| Infrastructure Systems Engineer | FT | Closed - selection pending |

City staff safety: In support of safety and preparedness for all city staff, Officers Burns and Chapman recently facilitated Critical Incident Training. The training provided essential guidance on how to effectively respond to a variety of situations, including active shooter threats, aggravated individuals, and other disruptive or emergency events within city facilities and work environments.



Caption: City staff members participate in the Critical Incident Training at the Civic Center on May 12. Officer Mark Burns demonstrates finding the artery in a person’s arm with Lieutenant Jarab Daniel (left). Mayor Mary Barber practices placing a tourniquet with Lt. Daniel (right). Photos by city staff.

Information Technology Systems

[ITS Manager Logan Rosenstiel](#)

Windows 11 testing: Our Windows 11 testing is well underway, and we've already onboarded a couple of new employees. With our continued progress, we should start scheduling times to refresh your workstations within the next couple of weeks!

Migrating solutions to the cloud: The ITS team has been working with our partners to migrate several of our current legacy security and endpoint protection suites to cloud offerings, allowing us to reduce our on-premise footprint and cut costs. While you may not notice these changes, they make a big difference!

Partnering to protect each other from cyber-attacks: ITS Manager Logan Rosenstiel has been selected to join the Washington State Cybersecurity Incident Response Team (CIRT) as an Incident Responder. As part of this partnership, he'll be working with cybersecurity professionals across

Washington State to collaborate and help one another stay safe and respond when cyber-attacks strike. Logan will also be getting invaluable cyber response training through partnerships with the Washington State Emergency Management Division, FEMA, the Center for Internet Security, and Texas A&M University.

Police

Police Chief Tray Federici

Peninsula High School cheer team: A special thanks to the Peninsula High School cheer team. The team assisted the Gig Harbor Police Department with the distribution of several hundred informational fliers to businesses and residents in the impacted areas ahead of the upcoming Maritime Gig Festival.



As a reminder to all, road closures will be in effect during Saturday, June 6 and Sunday, June 7 for the annual Maritime Gig Festival. This event, hosted by the Gig Harbor Chamber of Commerce and the City of Gig Harbor, includes a parade and weekend-long activities in the downtown area that will impact residents and businesses as detailed below:

- **Saturday, June 6 from 7 a.m. to approximately 1 p.m.** Harborview Drive will close from Burnham Drive to Austin Street.
- **Saturday, June 6 from 9 a.m. to approximately 1 p.m.** Harborview Drive will close from Burnham Drive through the downtown area, to Soundview Drive and Judson Street.
- **Saturday, June 6 from 5:30 a.m. to Sunday, June 7 at 7 p.m.** Harborview Drive will close from Rosedale Street to just past Pioneer Way, and up Pioneer Way to Tarabochia Street. Detour signs will be in place directing traffic around these road closures.

Parade traffic restrictions: On Saturday, June 6 from 9 a.m. to approximately 1 p.m., Stinson Avenue north of Rosedale Street and on Rosedale Street east of Stinson Avenue will be closed to the public, unless a parking/access pass is presented. Without these passes, vehicles will not be allowed to travel north on Stinson Avenue or east on Rosedale Street past the police-controlled roundabout at Stinson Avenue and Rosedale Street. Please place the parking/access pass clearly on the dashboard of your vehicle so the traffic control officers can easily identify who has access to these restricted areas.

For the safety of parade participants, spectators, and event personnel, no vehicle access will be permitted onto any roadway connected to or providing access to the parade route once the parade has commenced.

If you have any questions about this process, contact Gig Harbor Police at (253) 851-2236 ext. 2 or email Kerri Rowan (krowan@gigharborwa.gov) or LT. Jarab Daniel (jdaniel@gigharborwa.gov).

Traffic enforcement at a glance: Traffic enforcement continues to be an area of consistent community interest throughout the city, with daily inquiries received from residents and city leadership regarding traffic safety concerns and roadway behavior.

To provide context, from January 1 through May 18, 2025, the Gig Harbor Police Department conducted 855 traffic stops. During the same period in 2026, the department conducted 1,558 traffic stops, representing an increase of approximately 82%.

Interestingly, on several occasions, individuals who previously contacted the Gig Harbor Police Department to report traffic-related concerns were later stopped for committing similar violations themselves. This serves as a strong reminder that traffic safety is a shared community responsibility.

While the department continues to emphasize education and voluntary compliance whenever appropriate, enforcement efforts have increasingly shifted toward more formal enforcement actions in response to observed driving behaviors, collision concerns, and ongoing community complaints.



THE JAYCOX FUND



Jaycox Police Benevolent Fund Scholarship Award: On May 13, on behalf of the Jaycox Gig Harbor Police Benevolent Fund, Police Chief Tray Federici spoke at the Gig Harbor High School Scholarship Banquet and presented a \$2,000 scholarship award to a Gig Harbor High School student. The selected recipient was recently accepted to Washington State University and intends to pursue a degree in Criminal Justice.

Chief Federici spoke about the importance of investing not only in the education of our youth, but also in the future of our community. It is the fund's hope that the student will complete their degree and someday return as a future applicant to join the ranks of Gig Harbor's finest.

On April 29, the Gig Harbor Police Department drone team assisted the Pierce County Sheriff's Office in locating and apprehending a domestic violence suspect who had fled the scene of an initial incident and was hiding in a heavily wooded area.

CJTC Equivalency Academy graduation: Lt. King and Officer Goff successfully graduated from the Washington State Criminal Justice Training Commission (CJTC) Equivalency Academy. They spent two weeks in Burien completing the academy and successfully met all program requirements.

Directed Enforcement Team arrest activity: Over the last week, the new Directed Enforcement Team investigators took two subjects into custody for outstanding warrants. One subject was arrested and booked into jail on an outstanding Gig Harbor warrant in the amount of \$10,000. A second subject was arrested and booked into jail on an outstanding Gig Harbor warrant in the amount of \$100,000. This was a strong operational week for the team.

Public Works

Public Works Director Jeff Langhelm

Richard H. Shaw Loop Trail: Signage has been installed, and the trail is ready for hikers! This 0.6-mile loop trail can be accessed from the Cushman Trail, about 2/3 of a mile north of Rosedale Street. The trail has a natural surface, so it can be muddy or have tripping hazards. There is also some steep terrain. The trail is for walking/hiking only – bicycles, e-bikes, scooters, and motorized vehicles are prohibited.

This trail gives the public its first access to the txʷaalqəł Conservation Area, a 52-acre preservation area near the heart of downtown Gig Harbor. This property was purchased in four phases and made possible with the vision and funding from city council, especially former city councilmember (and current Pierce County councilmember) Robyn Denson, Pierce County Conservation Futures, Great Peninsula Conservancy, and the Puyallup Tribe of Indians. In coming years, more trails will be developed and opened to the public.

Grounds and facility operations: (1) Permanent signage was installed along the Richard H. Shaw Trails at the txʷaalqəł conservation area. Staff still need to place some split rail fence and a bike rack at this location, but these trails are being used already. (2) Mowing of parks and streetscapes is challenging to stay on top of right now, due to low staffing issues and the rate the grass is growing, even without adding irrigation to it! (3) The Skansie Brothers Park grass has been aerated, overseeded, and fertilized. This work is in preparation for the farmers' market and other events that will begin within the month. (4) Work to install the replacement drinking fountain at Doris Heritage has started. It will not be completely installed until the camera system is installed at this park due to vandalism concerns. And regarding the camera system, staff will hold the preconstruction meeting with the contractor for installation of the camera system at Doris Heritage on May 20.

Water operations: (1) Staff will be handing out the recently completed 2025 water quality report flyers to all multifamily residences that are served by our water system. This report is already available [here](#) on the city's website. (2) The water department will complete the city's spring water main flushing program by the end of May.

Street and storm operations: (1) Crews are performing shoulder and ditch maintenance around town. Crews have begun this work on Sehmel Dr from Bujacich Rd and Burnham Dr. (2) Staff will be performing video inspections on storm pipes along Harborview Dr and Borgen Blvd. These inspections will determine if any existing storm pipes should be replaced in these roadways prior to the upcoming pavement maintenance project. (3) Crews will begin hanging flower baskets and American flags along the downtown area. (4) Crews are mowing roadway shoulders and ditches. They are also trimming back vegetation at intersections to improve sight distance for pedestrians and vehicles. (5) Maritime Gig Fest preparations are underway, and everyone is working hard to get ready for the big event.

Wastewater operations: (1) Wastewater staff have performed repairs to piping at Lift Station #3A (Harborview Drive across from Austin Park). (2) Staff continue to make progress on reviewing and managing existing fats, oils, and grease (FOG) permits. (3) Staff are preparing to collect and perform the city's annual NPDES testing for priority pollutants.

Comments on the draft NPDES discharge permit: On April 30, the city received its anticipated draft NPDES discharge permit for the city's wastewater utility. In addition to the routine permit requirements, the Washington State Department of Ecology has set nutrient discharge limits that are likely unachievable by the city's wastewater treatment plant. Additionally, Ecology only provided 15 days to comment on the draft permit. Public works staff have met with a regional caucus of wastewater utility providers to confer on their draft permit requirements and next steps moving forward. Staff have provided Ecology with comments on the draft permit that clearly state the nutrient limits are unachievable and the city needs more time to assess the potential impacts to the city's treatment process. If these limits are imposed, the city will need to take immediate action to assess the capital construction needs to achieve these requirements. These unanticipated capital construction impacts will likely result in an increase in the sewer general facility charges and/or monthly sewer rates.

Public works preparations for the 2027-28 city budget: Public works staff are already knee-deep into budget preparation and development for the city's 2027-28 budget. These efforts require coordination between many levels of public works staff to assess what and how much was completed in the last budget cycle then assess what needs to be completed in the next budget cycle. This includes expenditures across more than a dozen funds that focus on operation, maintenance, and capital construction. Public works staff will present all proposed budget expenditures to the finance director and city administrator by the end of July for consideration. Also, public works staff are excited to work with Finance Director Larson who has new ideas to improve the budget development process.

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



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

Meeting Date: May 26, 2026

SUBJECT: Professional Services Contract with Parametrix for 7601 Soundview Dr Stormwater Park Feasibility Study

SUBMITTED BY: Michael Abboud

DEPARTMENT: Public Works

PHONE: 853-7630

SUGGESTED MOTION: Approve and authorize the mayor to execute Professional Services Contract with Parametrix in an amount not to exceed \$125,000.

BACKGROUND INFORMATION: Stormwater runoff from Soundview Drive in Gig Harbor carries untreated stormwater runoff with pollution into Gig Harbor Bay, degrading water quality and aquatic life. The city received a grant from the Puget Sound National Estuary Program to study whether the city-owned property at 7601 Soundview Dr. could be used to locate a stormwater treatment structure to remove pollutants before it flows into the harbor. The study will also gather input from the community for ideas on possible public uses of the property since the city is required to cease using the house as a residential rental by May 2028 in accordance with the May 2018 deed of trust for the property.

In December 2025, after staff presented the concept of this stormwater park feasibility study to city council at a study session, council directed staff to move forward with the project and prepare a scope of work with a consultant.

FISCAL CONSIDERATION: The city is receiving \$110,000 in grant funds from the Department of Ecology for this study. Public Works requests the city's local portion of the contract be derived from the 2025-26 budget objective "Outfalls to Marine Waters - Upgrades" in the Stormwater Capital fund, since the stormwater park project complements the outfall project by mitigating shoreline erosion at the Soundview Drive marine outfall.

| | | |
|----------------------------------|---|---------------------------------|
| Total Project Cost: \$125,000 | Amount Budgeted: \$ 300,000 | Appropriation Required: \$ 0 |
| Grant Amount: \$110,000 | City Stormwater Utility Funds: \$15,000 | |

ATTACHMENTS:

1. Exhibit B: Final Fee - CIP 2511 7601 Soundview Drive Stormwater Park Feasibility Study
2. Exhibit A: Final Scope - CIP 2511 7601 Soundview Drive Stormwater Park Feasibility Study

3. Professional Services Contract - Parametrix_CIP 2511
4. Initial Factsheet

STRATEGIC PLAN PRIORITY: Promote environmental sustainability and preserve Gig Harbor's natural beauty

Client: City of Gig Harbor
 Project: Soundview Forest Stormwater Park Planning Project
 PMX Project No: 553-2750-857

| Task | Description | Task budget (rounded) | Labor Hours | Billing Rates: | | | | | | | | | | | | | | | | |
|-------|---|-----------------------|-------------|-------------------|-------------|--------------|---------------|---------------|----------------|---------------|-------------|-------------|------------|------------|---------------|------------------|------------------|-------------|--------------|----------------|
| | | | | John Featherstone | Theo Prince | Chad Tinsley | Alex Van Kirk | Claire Russon | Scott Williams | Jason Ceralde | Suzy Godber | Chris Morey | Arlan Howe | Cuong Do | Steven Sharpe | Roseanne Sherman | Debra Fetherston | Susan Swift | Jean Johnson | Jordanna Lebow |
| 01 | Grant Project Development | \$ 5,750.00 | 36 | 2 | 0 | 0 | 0 | 29 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 01.01 | Quality Assurance Project Plan (QAPP) | | 31 | 2 | | | | 29 | | | | | | | | | | | | |
| 01.02 | Cultural Resources | | 5 | | | | | | 4.5 | | | | | | | | | | | |
| 02 | Project Management | \$ 17,450.00 | 82 | 35 | 3 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | 0 | 0 | 2 | 18 |
| | Project Management | | 70 | 32 | | | | | | | | | | | | 18 | | | 2 | 18 |
| | Kick-off Meeting w City staff (incl prep) | | 12 | 3 | 3 | | 3 | 2.5 | | | | | | | | | | | | |
| 03 | Community Engagement Support | \$ 4,800.00 | 24 | 8 | 0 | 0 | 8 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 03.01 | Community Engagement Plan Support | | 12 | 4 | | | 4 | | | | 4 | | | | | | | | | |
| 03.02 | Community Engagement Summary Report Support | | 12 | 4 | | | 4 | | | | 4 | | | | | | | | | |
| 04 | Stormwater BMP Feasibility Study | \$ 40,000.00 | 230 | 20 | 40 | 0 | 74 | 93 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 |
| 04.01 | Stormwater Hydrologic and Hydraulic Assessments | | 49 | 4 | 8 | | 16 | 21 | | | | | | | | | | | | |
| 04.02 | Stormwater BMP Alternatives Assessment | | 80 | 8 | 16 | | 24 | 32 | | | | | | | | | | | | |
| 04.03 | Cost-Benefit Analysis for Stormwater BMP Alternatives | | 44 | 4 | 8 | | 16 | 16 | | | | | | | | | | | | |
| 04.04 | Stormwater BMP Feasibility Report | | 57 | 4 | 8 | | 18 | 24 | | | | | | | | | 2 | 1 | | |
| 05 | Stormwater Park Planning | \$ 42,000.00 | 243 | 16 | 20 | 0 | 56 | 58 | 0 | 88 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 0 | 0 |
| 05.01 | Concept Development | | 112 | 8 | 8 | | 24 | 24 | | 48 | | | | | | | | | | |
| 05.02 | Draft Plan | | 99 | 6 | 8 | | 24 | 26 | | 32 | | | | | | | 2 | 1 | | |
| 05.03 | Final Plan | | 32 | 2 | 4 | | 8 | 8 | | 8 | | | | | | | 1 | 1 | | |
| 06 | Broad Impacts and Communication | \$ - | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 06.01 | Presenting Outcomes | | 0 | | | | | | | | | | | | | | | | | |
| 06.02 | Project Webpage and Story Map | | 0 | | | | | | | | | | | | | | | | | |
| 06.03 | Draft Final Report | | 0 | | | | | | | | | | | | | | | | | |
| 06.04 | Final Report | | 0 | | | | | | | | | | | | | | | | | |
| 07 | Survey | \$ 12,000.00 | 76 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 20 | 20 | 20 | 0 | 0 | 0 | 0 | 0 | 0 |
| 07.01 | Survey | | 76 | 4 | | | | | | | 12 | 20 | 20 | 20 | | | | | | |
| | Management Reserve | \$ 2,500.00 | | | | | | | | | | | | | | | | | | |
| | Labor Totals: | | 690.0 | 85.0 | 63.0 | 0.0 | 141.0 | 182.5 | 4.5 | 88.0 | 8.0 | 12.0 | 20.0 | 20.0 | 20.0 | 18.0 | 5.0 | 3.0 | 2.0 | 18.0 |
| | Totals: | \$124,500.00 | | \$27,227.20 | \$15,833.32 | \$0.00 | \$20,337.14 | \$24,241.02 | \$1,265.65 | \$15,146.56 | \$1,105.00 | \$2,156.31 | \$2,925.00 | \$2,544.10 | \$3,140.15 | \$2,368.67 | \$929.50 | \$420.32 | \$429.85 | \$1,925.82 |

Other Direct Expenses - (All are associated with Task 07 Survey)

| | | |
|-------------------------------------|-----------|---|
| Mileage - \$0.725/mile * ~180 miles | \$ 130.00 | Assumes 2 round trips from Seattle PMX office to Gig Harbor City Hall at ~90 miles/RT for survey days |
| Survey Equipment (\$160/Use) | \$ 320.00 | Assumes 2 field survey days |
| Misc travel expenses | \$ 50.00 | Assumes \$25 potential travel expenses per trip * 2 trips |

Other Direct Expenses Total: \$ 500.00

Project Total \$125,000.00

City of Gig Harbor
Soundview Forest Stormwater Park Planning Project

Introduction

The City of Gig Harbor (City) has requested professional services support from Parametrix to conduct the Soundview Forest Stormwater Park Planning Project (Project). Parametrix will evaluate a City-owned property at 7601 Soundview Drive, Gig Harbor, and study its potential as a stormwater park site. This property has a prime location for such considerations, as it is immediately south of Soundview Forest Park, near to both the City's downtown and waterfront, and positioned along the City's Soundview Drive stormwater drainage main. The City secured grant funding to advance this work from the Water Quality National Estuary Program (NEP) Stormwater Strategic Initiative 2.0 as administered by the Washington State Department of Ecology (Ecology) under Agreement No. WQNEPSW-2025-GigHPW-00039.

The City's Gig Harbor Bay is part of the larger Puget Sound marine ecosystem and is uniquely vulnerable to water pollution and shoreline degradation. The harbor has 44 stormwater outfalls discharging into it and a narrow mouth leading out to the Tacoma Narrows, so that any pollutants entering the harbor can linger there. There are no regional stormwater facilities near the harbor waterfront to treat or control the flow of stormwater to mitigate pollution and erosion.

Gig Harbor Bay is listed as a 303(d) impaired waterbody. Water quality data for the harbor shows polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), fecal coliform from identified human causes, temperature, and the continuous cover of ulvoid macroalgae are impairing aquatic life.

The City seeks to improve the harbor's water quality and shoreline erosion issues by leveraging the City-owned site at 7601 Soundview Drive for stormwater management. The Parametrix team will develop deliverables to advance the City's goals for this site and support the grant funding requirements. These deliverables are based on the grant agreement scope of work for grant tasks 01, 03, 04, 05, and 06. To facilitate alignment between this Parametrix scope of work and the grant agreement scope of work, the same task and sub-task numbering have been used to the extent possible.

The three main Project goals and work components for this scope of work are:

- **Community Engagement:** Support planning for up to three distinct engagement activities and support documentation of participation levels and how feedback was integrated into the Project.
- **Stormwater Best Management Practice (BMP) Feasibility:** Identify and evaluate up to three conceptual stormwater BMP alternatives that address specific stormwater management needs.
- **Stormwater Park Concepts:** Prepare a Stormwater Park concept for the property at 7601 Soundview Drive, including potential park amenities.

Task 01 – Grant Project Development

Task Objective

The objective of this task is to provide deliverables as outlined in grant task 1.

Subtask 01-01 – Quality Assurance Project Plan (QAPP)

Objective

Parametrix will create a Quality Assurance Project Plan (QAPP) as outlined by NEP requirements and EPA subaward terms and conditions.

The QAPP provides a detailed approach for project tasks that involve the collection, production, evaluation, or use of environmental information.

Approach

- Prepare for and facilitate a QAPP meeting (virtual). The meeting will include introduction and roles of the City and Parametrix project teams, definition of the QAPP objectives, and review project tasks subject to the QAPP.
- Prepare a Draft QAPP using the Ecology-provided resources and documents, including QAPP template and QAPP checklist. The Draft QAPP will be reviewed by City staff. Parametrix will address City review comments and provide a Revised Draft QAPP to the City to be submitted to Ecology for review.
- Prepare a Final QAPP to address comments from the Ecology review of the Revised Draft QAPP.
- One year after the original QAPP approval, conduct and document the required annual QAPP review with Ecology. Coordinate documentation of any substantive changes to the approved QAPP.

Deliverables

- Draft QAPP.
- Revised Draft QAPP addressing City comments.
- Final QAPP addressing Ecology comments.
- Documentation of annual QAPP review (if required).

Assumptions

- The City will serve as the primary point of contact with Ecology for QAPP coordination.
- A QAPP will be required because the project will provide modeling and hydraulic analysis. This contract and QAPP will not include any field sampling or laboratory services that result in gathering or creating any new environmental data.
- City staff involved in QAPP-related tasks will attend the kickoff meeting.
- Up to two Parametrix staff members will participate in the QAPP meeting. One 1-hour virtual meeting is anticipated.

- The City will provide Parametrix with Ecology templates and background information relevant to the QAPP development in electronic format.
- The QAPP effort will be scaled to align with available budget such that Parametrix total staff time to support sub-task 01-01 shall not exceed 31 hours.
- The City will provide one consolidated set of review comments on the Draft QAPP. City review period will not exceed 10 working days.
- Ecology will provide one consolidated set of review comments on the Revised Draft QAPP. Ecology review period will not exceed 30 days.
- Scope of work excludes work that may be needed to address any substantive Ecology comments after submitting the Final QAPP.
- Parametrix will support one (1) annual review of the approved QAPP. For any changes prior to the annual review, the City will contact Ecology to confirm required documentation.

Subtask 01-02 – Cultural Resources

Objective

Parametrix will provide support for cultural resources review documentation for Ecology review and approval.

Approach

Parametrix will complete cultural resource documentation in accordance with Ecology requirements:

- Prepare the Ecology Cultural Resources Review Form for City review and submittal to Ecology.
- Coordinate with the City during Ecology’s cultural resources review process.

Deliverables

- Ecology Cultural Resources Review Form (prepared for City submittal).

Assumptions

- An Ecology Cultural Resources Review Waiver will apply to this project.
- The City will serve as the primary point of contact with Ecology for cultural resources coordination.
- Cultural resources review by Ecology may require up to 60 days.
- Scope of work excludes work that may be needed to address any substantive Ecology comments after submitting the Ecology Cultural Resources Review Form
- Cultural resources review work will use existing available resources only. Field archaeological investigations are excluded from this scope of work.
- No ground-disturbing activities will occur under this Project.
- An Inadvertent Discovery Plan (IDP) is not required.

Task 02 – Project Management

Task Objective

The objective of this task is to track, manage, document, and report on the work effort throughout the life of the contract.

Approach

Parametrix will administer and track the contracted effort, including preparing monthly invoices. The Parametrix project manager will coordinate with the City's project manager through routine phone or virtual meetings and email contact regarding scope, schedule, and budget tracking and work progress.

This task consists of general management functions, including:

- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress (earned value) is keeping pace with spending (actual cost).
- Bi-weekly (every two weeks) 30-minute recurring team meetings to address questions, coordinate with City staff, and discuss action items.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.
- Kickoff Meeting: Parametrix will prepare for and facilitate a virtual kickoff meeting to review and summarize the project and provide background information, including grant requirements. City participation should include interdisciplinary and interdepartmental representatives as needed to discuss the full breadth of project topics. Parametrix will prepare the meeting agenda. The meeting will be documented by video recording or automatic transcription (if allowed) to help maximize the ability to take complete and accurate notes.

Deliverables

- Project Management Plan, short form (1-2 pages)
- Materials for kickoff meeting – including agenda, slides, and notes as needed to facilitate discussion and gather feedback
- Notes from kickoff meeting.
- Monthly progress reports enclosed with invoices.
- Miscellaneous correspondence to document project management issues.

Assumptions

- The City will serve as the primary point of contact with Ecology for coordination related to the grant, including for review of grant deliverables for all relevant Project tasks.
- No reviewers other than City and Ecology staff will be included in any deliverable reviews for all relevant Project tasks.

- All Project deliverables will be submitted electronically only (no hard copies) – unless specifically noted in the scope as a hardcopy deliverable.
- Project duration is 18 months.
- Budget assumes 40 bi-weekly meetings up to 30 minutes each attended by one Parametrix staff member and held virtually and with no travel required.
- Budget includes up to four (4) Parametrix staff members attending a project kick-off meeting lasting up to two hours. The kickoff meeting is assumed to be held virtually and will not require travel time for Parametrix staff.
- Project management level of effort will vary based on level of Parametrix activity needed to support the project. During extended deliverable review periods, project management and overall team activity levels are assumed to be low. Budget assumes approximately one hour of PM work per month during lower activity periods (9 months), and two hours of PM work per month during more active periods (9 months).

Task 03 – Community Engagement Support

Task Objective

The objective of this task is for Parametrix to support the City’s lead role in collecting input to build a community-driven vision for the Soundview Forest Stormwater Park Project to align with local needs and priorities. This task will seek engagement from residents, Tribal partners, the Parks Commission, and other groups. Parametrix will collaborate with the City to plan outreach activities to gather community input and support the City’s lead role in conducting engagement. Following engagement activities, Parametrix will support the City’s lead role to document participation and feedback. Parametrix will incorporate community perspectives and priorities into the stormwater feasibility study and planning process.

Subtask 03-01 – Community Engagement Plan Support

Objective

Parametrix will support City preparation of a Community Engagement Plan that outlines how the project will solicit, document, and incorporate community and partner input throughout the project. The plan will define engagement methods, timing, and documentation procedures.

Approach

Parametrix will attend a virtual meeting to collaborate with the City on engagement planning and develop the Community Engagement Plan. City participation should include representatives as needed to discuss potential engagement activities in depth and provide definitive input on selected activities to be further planned. Parametrix will prepare the meeting agenda. The meeting will be documented by video recording or automatic transcription (if allowed) to help maximize the ability to take complete and accurate notes.

Following the meeting, the City will prepare a Draft Community Engagement Plan for Parametrix review and input. Following Parametrix review, the City will finalize the plan and submit it to Ecology for review.

Deliverables

- Review of and input for the City-developed Community Engagement Plan.

Assumptions

- The City will identify outreach groups and facilitate coordination with community partners and Tribal representatives, select preferred outreach methods, and develop the draft and final versions of the Community Engagement Plan.
- Parametrix will provide the City with one consolidated set of review comments and any other requested input on the Draft Community Engagement Plan following a review period of up to 10 working days.
- Scope of work excludes work that may be needed to address any substantive Ecology comments after the City submits the Final Community Engagement Plan.
- Budget allowance includes up to 12 hours of total time for Parametrix staff to support City development of the draft and final versions of the Community Engagement Plan, including the planning meeting and review of and input to the plan documents.

Subtask 03-02 – Community Engagement Summary Report Support

Objective

Following completion of the City-conducted engagement activities and subsequent project work, Parametrix will support City development of a report to summarize how community and partner feedback was incorporated into development of the stormwater park plan.

Approach

Following development of draft deliverables for the Stormwater BMP Feasibility Study (Task 04-04) and Stormwater Park Plan (Task 05-02), Parametrix will support the City’s work to prepare a Community Engagement Summary Report documenting engagement activities conducted throughout the project.

Deliverables

- Review of and input for the City-developed Community Engagement Summary Report.

Assumptions

- The City will develop the draft and final versions of the Community Engagement Summary Report.
- Parametrix will provide the City with one consolidated set of review comments and any other requested input on the Draft Community Engagement Summary Report following a review period of up to 10 working days.

- Scope of work excludes work that may be needed to address any substantive Ecology comments after the City submits the Final Community Engagement Summary Report.
- Budget allowance includes up to 12 hours of total time for Parametrix staff to support City development of the draft and final versions of the Community Engagement Summary Report, including review of and input to the plan documents.

Task 04 – Stormwater BMP Feasibility Study

Task Objective

The objective of this task is to Identify and assess feasibility for conceptual stormwater BMP alternatives that integrate stormwater quality treatment, flow control, and/or on-site infiltration features. BMP alternatives will consider the physical characteristics of the site, drainage system, contributing basins, and water quality impairments of the receiving water. Feasibility assessment will include cost-benefit analysis for each alternative. Findings and recommendations will be summarized into a stormwater BMP feasibility report.

Subtask 04-01 – Stormwater Hydrologic and Hydraulic Assessments

Objective

Parametrix will evaluate stormwater connectivity and conditions for the project site, including existing stormwater system flows near and on the site in terms of hydrology and hydraulics (H&H). Investigation will include assessing the basic hydraulic capacity and characteristics of the existing piped stormwater systems near the site to assess potential on-site stormwater BMP capacity.

Approach

- Review available stormwater system information for the project area including GIS mapping and as-builts.
- Gather additional necessary information by field survey (as described in Task 07)
- Compile and analyze available information for the existing stormwater systems, including pipe sizes, slopes, and elevations and how/where stormwater flows may be diverted into the proposed stormwater park BMPs, connection points to downstream systems, and connections from downstream systems to receiving water outfalls.
- Use the Western Washington Hydrology Model (WWHM2012) to simulate stormwater flows under representative rainfall scenarios as consistent with the current Ecology Stormwater Management Manual for Western Washington (SWMMWW).
- Summarize the site’s potential capacity to manage and treat stormwater using various BMPs.
- Summarize findings within the Stormwater BMP Feasibility Report.

Deliverables

- Summary of findings as incorporated into the Stormwater BMP Feasibility Report (Subtask 04-04).

Assumptions

- City will provide informal feedback on Subtask 04-01 deliverables (no formal review period).
- The City will provide all relevant mapping, as-builts, planning documents, and other information available for the project site itself, adjacent public right of way and park property, and public stormwater systems upstream and downstream of the project site.
- H&H modeling and calculations will be conducted as consistent with current SWMMWW and other applicable requirements.
- H&H assessments will be planning-level only, using available information and standard practices for basic models and calculations.
- Parametrix will not evaluate climate change projections within modeling scenarios. However, adjustments to BMP sizing for greater climate resilience can be considered under BMP assessments.

Subtask 04-02 – Stormwater BMP Alternatives Assessment

Objective

Parametrix will Identify stormwater management BMP alternatives appropriate to site conditions, develop conceptual sizing and layout for alternatives based on models and site information gathered under Subtask 04-01, and evaluate and prioritize alternatives based on project goals.

Approach

- Assess up to three stormwater BMP options based on the following:
 - Site characteristics such as hydrologic and hydraulic conditions and physical and environmental features.
 - Managing sources of receiving water impairments.
 - Community and other outreach group input and priorities, including how each alternative could function alongside an array of potential parks or recreational uses.
- Develop a list of up to three conceptual BMP alternatives and prioritize based on criteria developed with City input and approval. Prioritization will consider how each BMP concept aligns with overall project goals including integration of green stormwater infrastructure. For each alternative, provide a description and summary of anticipated stormwater management benefits, potential concerns or uncertainties, and a brief basis for prioritization relative to other alternatives.
- Summarize findings within the Stormwater BMP Feasibility Report.

Deliverables

- Preliminary sketches for BMP concept development.
- Stormwater Management BMP alternatives summary incorporated into the Stormwater BMP Feasibility Report (Subtask 04-04).

Assumptions

- City will provide informal feedback on Subtask 04-02 deliverables (no formal review period).

- Up to three (3) BMP alternatives will be developed as concepts and evaluated. Based on discussions with the City, alternatives to be evaluated will align with the City’s interests in future site configuration (i.e. including whether the existing on-site house remains in place or is removed).
- BMP selection and conceptual development will follow guidance from the current SWMMWW and 2023 Gig Harbor Stormwater Management and Site Development Manual.
- BMP alternatives will remain at a conceptual planning level (i.e. “type/size/location” level and not design-level detail).
- BMP alternatives assessment will consider compatibility to share space and site usage with an array of potential parks features but will not focus on park elements.

Subtask 04-03 – Cost-Benefit Analysis for Stormwater BMP Alternatives

Objective

Parametrix will develop capital and operational cost estimates for each conceptual stormwater BMP alternative developed in Subtask 04-02. For each alternative, costs will be relatively compared with environmental and social benefits.

Approach

- Estimate capital and operational costs for each BMP alternative based on planning-level concepts developed under Subtask 04-02.
- Compare costs with anticipated benefits. Benefits evaluated may include:
 - Qualitative benefits
 - Flood mitigation
 - Receiving water protection
 - Opportunity for parks/recreational improvements
 - Community co-benefits – such as green infrastructure/trees, educational opportunities, habitat, shared space usage, etc.
 - Quantitative benefits (as applicable, and in terms of SWMMWW requirements)
 - Water quality treatment
 - Flow control
- Revisit and update Task 04-02 prioritization for BMP alternatives based on cost-benefit analysis.
- Summarize findings within the Stormwater BMP Feasibility Report.

Deliverables

- Cost-Benefit Analysis summary incorporated into the Stormwater BMP Feasibility Report.

Assumptions

- City will provide informal feedback on Subtask 04-03 deliverables (no formal review period).

- Capital and operational cost estimates will include stormwater BMPs and associated general site work. Costs for specific parks and recreational features will be excluded.
- Cost estimates will be planning-level opinions of probable cost, similar to AACE (Association for the Advancement of Cost Engineering) Class 4 or 5 cost estimate.
- Benefit comparisons will be a mix of qualitative and quantitative assessments to allow for relativistic comparisons between stormwater BMP alternatives.

Subtask 04-04 – Stormwater BMP Feasibility Report

Objective

Parametrix will prepare a Stormwater BMP Feasibility Report synthesizing approach and results for stormwater BMP alternatives development and assessments. This report will establish a preferred stormwater BMP approach to lead into Task 05 work to develop conceptual planning for a multi-functional stormwater park.

Approach

- Compile task work and results from Subtasks 04-01 through 04-03 into a report outlining feasible stormwater BMP concepts and alignment with potential stormwater park strategies.
- Prepare a Draft Stormwater BMP Feasibility Report for City review. Following incorporation of City comments, the report will be revised and submitted to Ecology for review. Finalize by addressing consolidated comments.

Deliverables

- Draft Stormwater BMP Feasibility Report (for City review).
- Revised Draft Stormwater BMP Feasibility Report (addressing City comments, for Ecology review).
- Final Stormwater BMP Feasibility Report

Assumptions

- The City will provide one consolidated set of review comments on the Draft Stormwater BMP Feasibility Report following a review period of up to 10 working days.
- Ecology will provide one consolidated set of review comments on the Final Stormwater BMP Feasibility Report following a review period of up to 30 days.
- Scope of work excludes work that may be needed to address any substantive Ecology comments after submitting the Final Stormwater BMP Feasibility Report.

Task 05 – Stormwater Park Plan

Task Objective

The objective of this task is to prepare a Stormwater Park Plan incorporating stormwater BMP feasibility findings, community input, and environmental considerations to develop a stormwater park preliminary design.

Subtask 05-01 – Stormwater Park Concept Development

Objective

Parametrix will develop conceptual designs for a multi-functional stormwater park approach that integrates stormwater infrastructure, recreational amenities, and habitat restoration. These concepts will be presented to Ecology, the community, and other outreach groups for feedback under Subtask 05-01.

Approach

Parametrix will work closely with a multidisciplinary City team to develop stormwater park concepts, including park elements, access, place-making, and park user experience.

- Stormwater Park Concept Development Workshop: Review and summarize the project status as of the start of Task 05, including stormwater BMP concept development, input from the community and other outreach groups, and remaining work to be done for stormwater park concept development. Workshop focus will be on confirming preferred park elements. City participation should include interdisciplinary and interdepartmental representatives as needed to discuss the full breadth of project topics - including capital project planning, permitting, parks planning, stormwater planning, and operations and maintenance for parks and stormwater elements. City input from this discussion meeting will be critical to confirm stormwater park planning moving forward.
- Develop a conceptual level (10%) stormwater park design as informed by:
 - Workshop discussions to explore City goals, requirements, and preferences.
 - Community engagement and outreach group input (Task 03).
 - Stormwater BMP feasibility study findings and recommendations (Task 04).
 - Other considerations, including environmental, permitting, cultural, engineering, etc.
- Prepare stormwater park conceptual (10%) design package. This package will be used under Subtask 05-02 to solicit feedback from the community and other key outreach groups.

Deliverables

- Draft Stormwater Park Conceptual Design Package (for City review).
- Final Stormwater Park Conceptual Design Package.

Assumptions

- Budget includes up to four (4) Parametrix staff members attending a Stormwater Park Concept Development Workshop lasting up to 2 hours.
 - The workshop is assumed to be held virtually and will not require travel time for Parametrix staff.
 - Parametrix will prepare the workshop agenda and facilitate the meeting.
 - Workshop will be documented by video recording or automatic transcription if allowable to help maximize the ability to take complete and accurate notes.
- The Stormwater Park Conceptual Design Package will feature plan-view layouts and detail sketches for the site, high level descriptions, planning-level cost estimates, and other

materials as needed to illustrate key concepts and will showcase recreational spaces, green infrastructure, and habitat elements. The conceptual design package will be organized into a single deliverable with no in-depth written report or memorandum provided. Concepts developed may include some minor design alternatives to solicit public feedback on different options but will generally converge into a single preferred concept for a stormwater park design. Multiple conceptual park alternatives will not be developed.

- Stormwater park conceptual design development will be equivalent to a 10% design level.
- The City will provide one consolidated set of review comments on the Draft Stormwater Park Conceptual Design Package following a review period of up to 10 working days.
- Ecology will provide one consolidated set of review comments on the Final Stormwater Park Conceptual Design Package following a review period of up to 45 days.
- Ecology comments will not require updates, resubmittal, and re-review of the Stormwater Park Conceptual Design Package. Ecology comments will be addressed under the Draft Stormwater Park Plan submittal.

Subtask 05-02 – Draft Stormwater Park Plan

Objective

Parametrix will advance the stormwater park concept to a 30% preliminary design level based on feedback from the community and other key outreach groups and technical reviewers (including from Ecology and the City). The preliminary design will be incorporated into a Draft Stormwater Park Plan that includes analysis of existing conditions, a summary of community input, conceptual and preliminary designs.

Approach

- Conduct community engagement (as planned in Task 03-01 and scoped under Task 03-02) to gather feedback on the Stormwater Park Conceptual Design Package created in Task 05-01.
- Revise conceptual design based on feedback from the City and Ecology (including Task 05-01 review) and community engagement, select preferred concepts, and advance to a 30% preliminary design level package, which includes plan and detail sheets and a cost estimate.
- Create a Draft Stormwater Park Plan. The draft plan will include:
 - Project purpose and background.
 - Existing site conditions analysis (including per Task 04-01).
 - Stormwater BMP feasibility analysis (per Task 04).
 - Summary of community input (per Task 03-02).
 - Conceptual design alternatives considered (per Tasks 04 and 05).
 - Preferred concept – 30% drawings, cost estimate, and descriptions.
 - Implementation recommendations.

Deliverables

- Draft Stormwater Park Plan (for City review).

- Revised Draft Stormwater Park Plan (addressing City comments, for Ecology review).

Assumptions

- Stormwater park preliminary design development is equivalent to 30% design level.
- 30% drawing set will include no more than five (5) 11x17 sheets:
 - One existing site plan – with proposed removals/demolition.
 - One stormwater-focused site plan.
 - One park-focused site plan.
 - Two details and sections sheets.
- The City will provide one consolidated set of review comments on the Draft Stormwater Park Plan following a review period of up to 10 working days.
- Ecology will provide one consolidated set of review comments on the Revised Draft Stormwater Park Plan following a review period of up to 45 days.
- Ecology comments on Revised Draft Stormwater Park Plan will not require updates, resubmittal, and re-review under Subtask 05-02. Ecology comments will be addressed by the Final Stormwater Park Plan submittal.

Subtask 05-03 – Final Stormwater Park Plan

Objective

Parametrix will prepare a Final Stormwater Park Plan to summarize all project work and recommendations.

Approach

- Incorporate consolidated comments from Ecology. Prepare Final Plan.

Deliverables

- Final Stormwater Park Plan.

Assumptions

- Ecology will be provided a review period of up to 30 days.
- Scope of work excludes work that may be needed to address any substantive Ecology comments after submitting the Final Stormwater Park Plan.

Task 06 – Broad Impacts and Communication

Task Objective

The objective of this task is to communicate project outcomes, lessons learned, and recommendations to a broad professional and public audience.

Approach

- City will be responsible for completing Task 6 work and deliverables per the grant scope.

Deliverables

- No Parametrix deliverables.

Assumptions

- Any Parametrix support for Task 6 is contingent upon available budget at the end of the project. Services under this task will be provided only if there is funding remaining in other task budgets after completion of those tasks. If this occurs, the Parametrix scope, deliverables, and assumptions for Task 6 support will be mutually agreed upon by the City and Parametrix and will be dependent upon available budget.

Task 07 – Survey

Objective

Parametrix will provide a survey of topographic features within and adjacent to the project site as needed to support stormwater park conceptual design development and additional public storm drain features upstream and downstream of the project area as needed to support existing hydraulic conditions assessment.

Approach

- Perform topographic field survey to collect the following data:
 - Ground topography and other topographic features within the 0.8-acre City-owned property at 7601 Soundview Drive extending to property boundaries and full right-of-way width for portions of Soundview Drive and Harborview drive adjacent to the property frontage, plus an additional 20 feet within the full width of public rights of way north and south of property corners. Topographic survey will include buildings, pavements, trees, utilities, ground elevations, and other significant surface features.
 - Additional survey will include public stormwater system structure information for structure type and size, grate/cover type, rim elevation, structure bottom elevation, pipe invert elevations, and pipe diameter, material, and orientation for the following existing systems near the project site:
 - Soundview Drive from the northwest corner of 7601 Soundview Drive to approximately 750 feet north, including approximately ten (10) public stormwater structures (including Asset ID #3199, 6888, 3885, 1888, 1887, 6160, 6161, 5056), and downstream of Asset #5056 the marine outfall pipe location, size, and invert elevation (if possible).
 - Soundview Drive from the southwest corner of 7601 Soundview Drive to approximately 720 feet south, including approximately five (5) public stormwater structures (Asset ID #6825, 6826, 6719, 3190, 3189).

- Harborview Drive from the northeast corner of 7601 Soundview Drive to approximately 280 feet north, including at least one (1) public stormwater structure (Asset ID #1952).
- Harborview Drive from the southeast corner of 7601 Soundview Drive to approximately 310 feet south, including at least one (1) public stormwater structure (Asset ID #1957).

Deliverables

- Survey base map – AutoCAD file and PDF.

Assumptions

- Topographic survey extents will be approximately 1.3 acres.
- Additional public stormwater system structure survey is expected to include up to 20 public stormwater structures.
- City will provide access to Parametrix survey crew as needed to survey areas, including rights of entry.
- Survey budget includes direct costs for mileage, travel time and expenses.
- Survey scope of work excludes property boundary survey and any utility locates, traffic control, permitting, or special coordination needed for property access.

Management Reserve

The City may request additional work be performed by the consultant related to this project. A budget of up to \$2,500 is established for such work. Consultant may not use or bill against this budget without specific written direction from the City. Such direction will be provided in writing (letter or email) from the City’s Project Manager. The specific scope of work, deliverables, level of effort, and not-to-exceed value will be established in the letter or email.

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

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

RECITALS

WHEREAS, the City is presently engaged in performing a Stormwater Park Feasibility Study at 7601 Soundview Drive 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 One Hundred and Twenty-five Dollars (\$125,000) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A – Scope of Work**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 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 reasonable attorney's fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Records.

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT: Parametrix
ATTN: John Featherstone
1019 38th Ave SE, Suite 100
Puyallup, WA 98374

City of Gig Harbor
ATTN: Aaron Hulst, City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
253-851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



7601 Soundview Dr. – Stormwater Park Feasibility Study

Stormwater runoff from Soundview Drive in Gig Harbor carries pollution into Gig Harbor Bay, harming water quality and salmon. This project will study whether a city-owned site could become a stormwater park that treats this runoff and provides public amenities.



City-owned property at 7601 Soundview Drive and study site for potential stormwater park. Photo by Michael Abboud.

WHAT WE ARE DOING

The project will evaluate several stormwater treatment options and compare costs and benefits while community outreach will be used to gather ideas for park uses. The final product will be a master plan that shows a preferred design and next steps.

WHY IS THIS IMPORTANT?

Treating runoff before it reaches the harbor can improve water quality, protect salmon habitat, and reduce shoreline impacts. This project examines how public spaces can serve both environmental protection and community needs.

WHAT YOU CAN DO

Community input will help shape the future of this site. Residents can participate by attending public meetings, completing surveys, and sharing ideas for park features.

ABOUT THE CITY OF GIG HARBOR

The City of Gig Harbor provides public services that support a safe, healthy, and livable community, including utilities, infrastructure, and environmental protection.

FOR MORE INFORMATION

www.gigharborwa.gov/968/Stormwater-Park-Feasibility-Study---7601

Michael Abboud, City of Gig Harbor
mabboud@gigharborwa.gov, 253-853-2646



Selected for Puget Sound Geographic Funding by the Stormwater Strategic Initiative

Project Number: **WQNEPSW-2025-GigHPW-00039**



This project has been funded wholly or in part by the United States Environmental Protection Agency under the assistance of PC-01J89801 to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views or policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.



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

Meeting Date: May 26, 2026

SUBJECT: Public Hearing - Ordinance 1561 Approving the Artena Lane Non-User Statute Right of Way Vacation

SUBMITTED BY: Jeff Langhelm, PE, Public Works Director

DEPARTMENT: Public Works

PHONE: 253-853-7630

SUGGESTED MOTION: Move to adopt Ordinance 1561 approving the vacation of a portion of the existing Milton Avenue right-of-way.

BACKGROUND INFORMATION: The city received a request from Ryan White, property owner at 3613 Artena Lane, to vacate a portion of the existing Milton Avenue right-of-way (ROW) located adjacent to the east side of his property. The existing 60-ft. Milton Avenue ROW is situated in the 1890 Artena Plat Addition to Gig Harbor recorded August 23, 1890 in Volume 5 of Plats, Page 68. Milton Avenue was originally known as Columbia Street in the Artena Plat addition. This Plat lies within a Non-User Statute area as described in state law and GHMC 12.14.018(C). The Non-User Statute are areas of the City that were platted prior to 1891 and are required by state law to vacate right-of-way back to the adjacent property owner if requested and without requirement of compensation for this right of way.

Mr. White is requesting that the Milton Avenue ROW adjacent to his property be vacated to him in accordance with GHMC 12.14.018(C). The area proposed for vacation is shown on the attached survey map. The ROW consists primarily of a rectangular section with a small triangular portion on the northern end, located east of 3613 Artena Lane. The triangular section is included in the request due to the presence of a public hammerhead turnaround located to the north of the proposed ROW.

The city has no plans to extend future roadways through the proposed ROW since the area is characterized by steep terrain and dense vegetation. However, the city has requested that Mr. White provide a utility easement to preserve the option of extending utilities in the future if needed. Mr. White supports this request. A draft utility easement has been submitted and is included with the application materials.

Because the property is located within the Non-User Statute area, the applicant is not required to obtain an appraisal or pay market value to the city for the property prior to vacation.

Mr. White has submitted all required application materials, including a letter requesting the vacation, a legal description, a survey map, and the draft utility easement. Staff has reviewed the request and does not identify a need to retain the ROW for future roadway connections. The utility easement will be recorded if the proposal is approved by the City Council.

Resolution 1359 was adopted by the city at the April 27, 2026, council meeting that set the public hearing regarding this right of way vacation.

Staff recommends approval of the application.

FISCAL CONSIDERATION: The processing fee has been paid in accordance with GHMC 12.14.004.

| | | |
|-------------------------------|--------------------------|---------------------------------|
| Expenditure Required: \$ 0 | Amount Budgeted: \$ 0 | Appropriation Required: \$ 0 |
|-------------------------------|--------------------------|---------------------------------|

ATTACHMENTS:

- 1. CERTIFICATE OF PUBLIC NOTICE
- 2. LEGAL DESCRIPTION-6
- 3. RECORDED 1890 ARTENA PLAT ADDITION
- 4. REQUEST LETTER-13
- 5. SURVEY-9
- 6. UTILITY EASEMENT DRAFT
- 7. R-1359 ARTENA MILTON St Vacation - RYAN WHITE
- 8. ORDINANCE 1561

STRATEGIC PLAN PRIORITY: Promote and enhance a dynamic and robust economy

CERTIFICATION OF PUBLIC NOTICE

DECLARATION OF POSTING

I, RYAN WHITE (printed name), declare under penalty of perjury under the laws of the State of Washington and the United States of America that the foregoing is true and correct to the best of my knowledge:

On MAY 6th, 2026 I caused to be posted the notice board provided by the city for the Notice of Application on the following:

Project Name: **Ryan White Vacation on Milton**

Project Location: **3613 Artena Ln | Parcel 2260000388**

Permit Number(s): **EN-25-0070**

at the locations indicated below meeting the requirements of GHMC 19.03.001(A).

- Library, Civic Center, and YMCA _____
- Onsite sign posting _____

SIGNED at Gig Harbor, Washington, this 6th day of MAY, 2026.

Ryan White
DECLARANT (signature)





T H O R N T O N
LAND SURVEYING, INC.

8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

PROPOSED
LEGAL DESCRIPTION

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO RYAN & KAREN WHITE
FOLLOWING VACATION OF A PORTION OF MILTON AVENUE, GIG HARBOR, WASHINGTON.

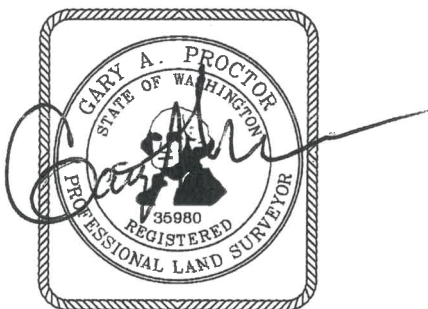
A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST,
W.M., IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF MILTON AVENUE (FORMERLY COLUMBIA STREET) AS
DEPICTED ON THE PLAT OF THE TOWN OF ARTENA, ACCORDING TO PLAT THEREOF RECORDED IN
VOLUME 5 OF PLATS, PAGE 68, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN
THE EASTERLY PRODUCTION OF THE NORTH LINE OF THE SOUTH HALF OF LOT 26, BLOCK 10 OF
SAID PLAT AND THE EASTERLY PRODUCTION OF THE NORTH LINE OF LOT 28 OF SAID BLOCK 10;

EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 28;
THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 28, 30 FEET TO THE
CENTERLINE OF AFORESAID MILTON AVENUE;
THENCE ALONG SAID CENTERLINE SOUTH 35 FEET;
THENCE WEST AND PARALLEL TO THE EASTERLY EXTENSION OF OF THE NORTH LINE OF SAID
LOT 28, 15 FEET;
THENCE NORTHWESTERLY 38.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SIGNED 01-27-2025



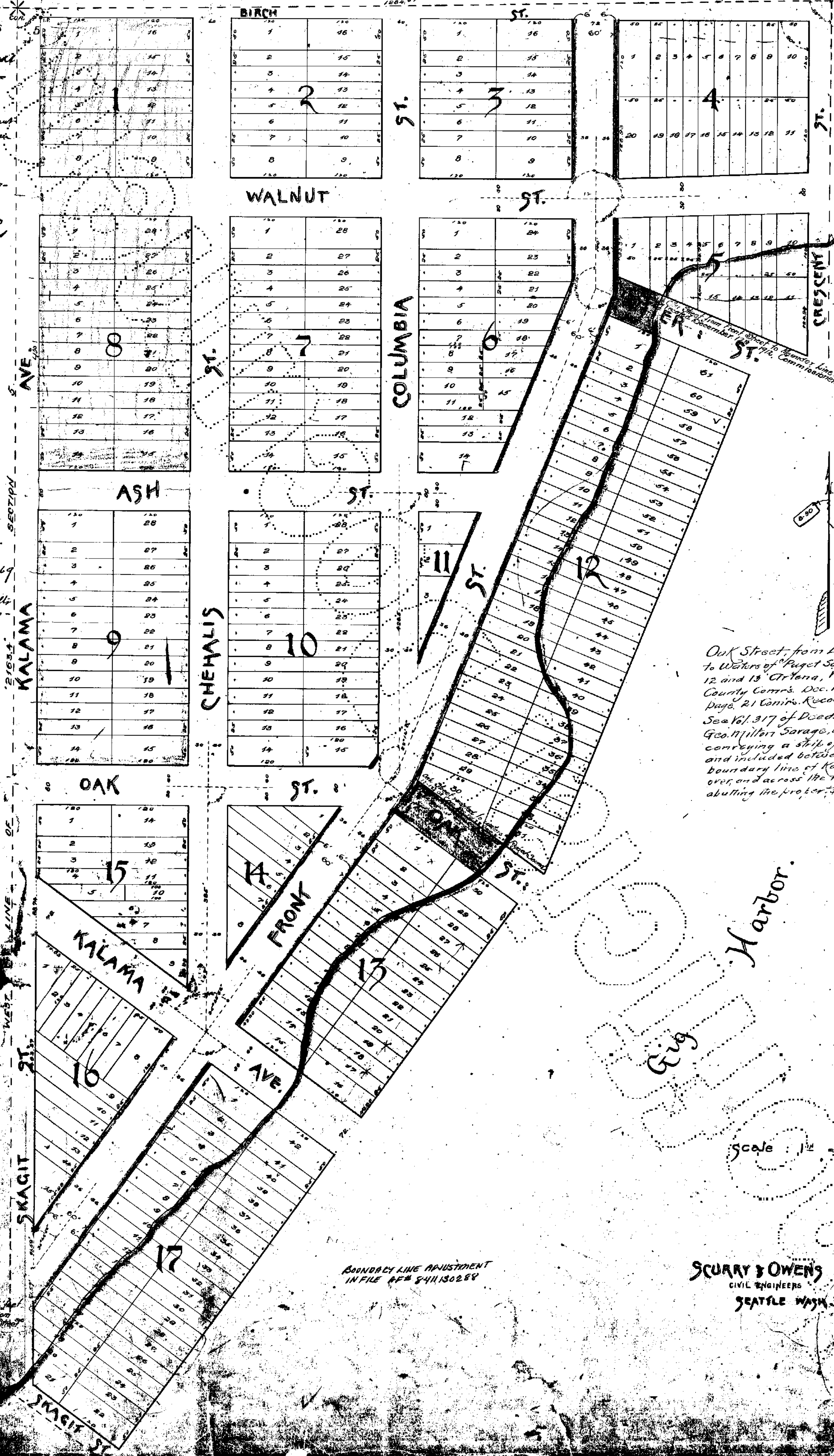
Vacation of Block One and Eight - Artesia Addition to Gig Harbor together with Walnut Street lying between Sx 1 and 8 - Order Co Commrs Dec Rec, Vol 41 pg 19 -

7 Campbell Jr Co Order Co Commrs by H J Bates Sep

Black Nine created by order of Commissioners Dec 26 - 1923.

Campbell & Co Order Co Commrs by H J Bates Sep.

Easterly line of Main Street vacated from Main Street to Skagit Street by order of Commissioners Dec 26 - 1923.



Oak Street from Easterly line of Front St. to Waters of Puget Sound, between Blocks 12 and 13 Artesia, vacated by order of County Commrs. Dec. 12, 1908. See Vol. 26, Page 21 Comrs. Record.

See Vol. 317 of Deeds page 213, deed from Geo. Milton Savage, et ux, to Pierce County conveying a strip of land 72 feet in width and included between the prolongation of the boundary line of Kalama Avenue, as such area over, and across the tideland in front of and abutting the property, in Artesia.

BOUNDARY LINE ADJUSTMENT IN FILE # 841130288

SCURRY & OWENS CIVIL ENGINEERS SEATTLE WASH.

Scale 1/2" = 100 ft.

For reference only, not for re-sale.

PLAT OF THE TOWN OF ARTENA

PIERCE CO. WASH.

38
 120
 60
 120
 120
 60
 200
 72
 300
 1268

1280
 200
 26

DESCRIPTION

This Town of Artena is situated upon and covers all of Lot no. 1 of section 5 Twp. 25 N. Range 2 E.

The Base line used is the West line of said section 5, and all bearings given are referred thereto.

The Initial point is the north-west corner of Lot 1 Bk. 1, which said point is 36 feet East and 55 feet South of the North-west corner of said section 5.

Streets are of widths shown on plat.

Lots are 25 x 120 feet as indicated on said plat.

DEDICATION

Know all men by these presents, that the Artena Land and Improvement Co., owner in fee simple of the above described tract of land, does hereby declare this plat and grant to and for the uses of the public forever, all the streets and avenues shown on said plat.

In witness whereof, the said Artena Land and Impt. company, has caused its corporate name to be subscribed by its president and secretary and caused its corporate seal to be hereunto affixed this 15th day of August, A. D. 1890.

Signed and sealed in presence of
 Fred G. Thummet
 J. O. Noel

Artena Land and Improvement Co.
 by Lucian F. Cook, president
 Wm. O. Chapman, secretary



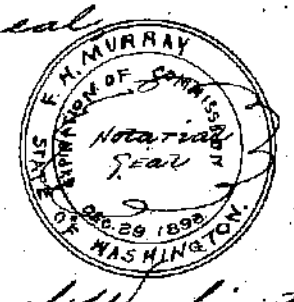
ACKNOWLEDGMENT

State of Washington }
 County of Pierce } ss.

This is to certify, that on this 15th day of August A. D. 1890, before me, the undersigned, a notary public in and for the State of Washington, personally came Lucian F. Cook president of the Artena Land and Improvement company and W. O. Chapman secretary of said company, personally known to me to be the president and secretary respectively of said company and the said Lucian F. Cook as president and the said W. O. Chapman as secretary acknowledged to me that they executed the within instrument in the name of the company and as and for the act and deed of said company, and voluntarily for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first named.

F. N. Murray
 Notary public in and for the State of Washington
 Residence Tacoma.



Recorded at the request of W. O. Chapman Aug 25, 1890 at 20 min past 11 o'clock A. M.

Edward C. Higgins
 Auditor, Pierce Co., W.

By W. H. Haller Deputy

For reference only, not for re-sale.



8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

27 January 2025

Director of Planning and Building Services
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of a portion of Milton Avenue (formerly known as Columbia Street) right-of-way

Director,

This letter serves as an official request to vacate a 30-foot wide strip of front street right-of-way abutting my property at 3613 Artena Lane in the City of Gig Harbor. This right-of-way along with my property were created from the plat called "The Town of Artena" in book 5 of plats at page 68 in Pierce County, Washington. This portion of Milton Avenue abutting my property at parcel number 2260000388 has never been used as street, nor has it been constructed.

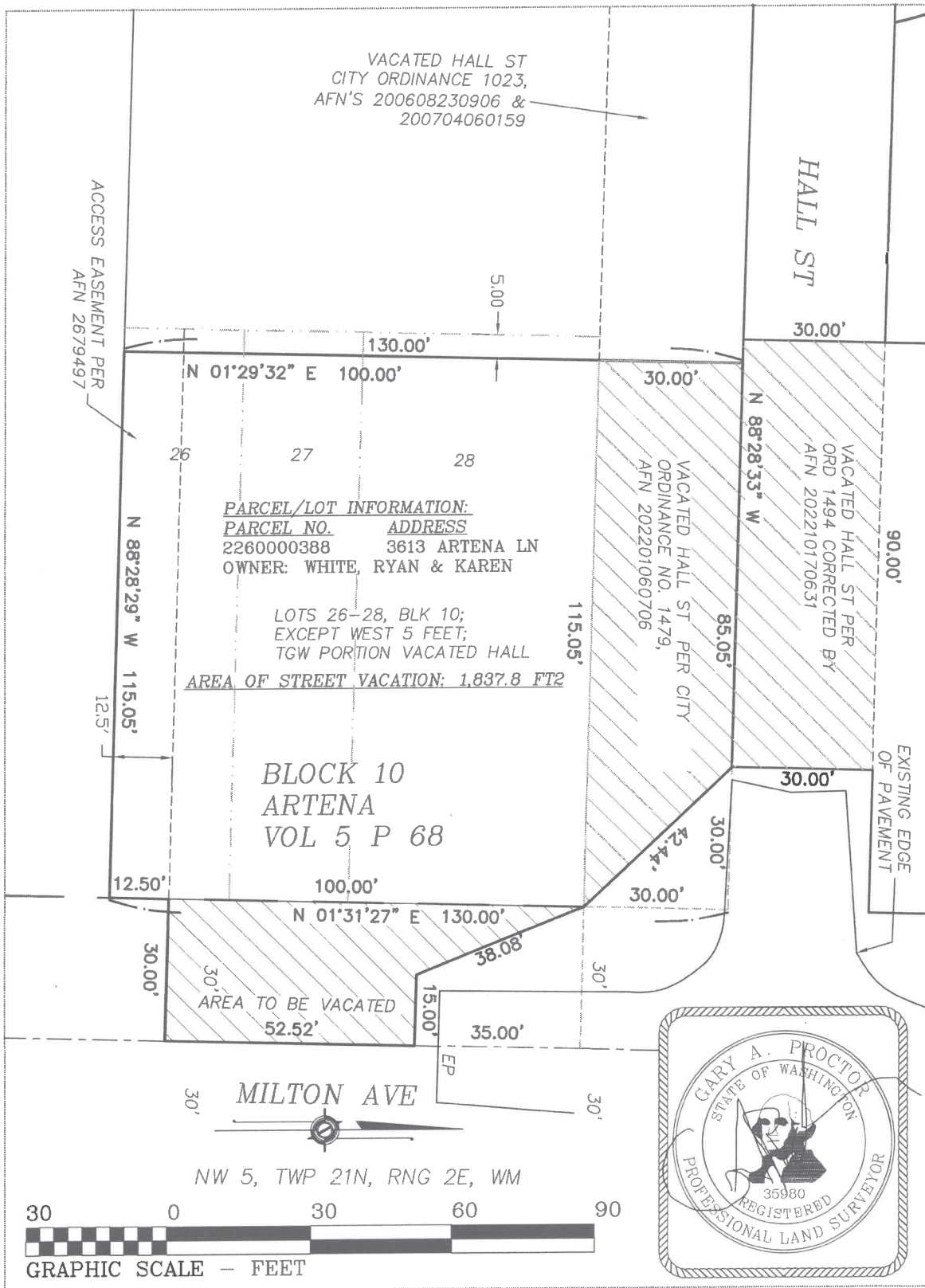
Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", that portion of Milton Avenue right-of-way abutting my parcel has adversely, by operation of law, become mine legally since this right-of-way was never opened nor used for its original purpose.

In light of this information, I wish to request that portion of the Milton Avenue abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Milton Avenue right-of-way in relation to my parcels.

Thank you for your assistance.

Sincerely,

Ryan White



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 Easement

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

WHITE, RYAN & KAREN

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)

SEE ATTACHED EXHIBIT A

Assessor's Property Tax Parcel or Account Number: 2260000388

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

UTILITY EASEMENT

THIS UTILITY EASEMENT, is made this _____ day of _____, 2025, by and between WHITE, RYAN & KAREN, HUSBAND AND WIFE ("Grantor"), and the CITY OF GIG HARBOR, a Washington municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as 3613 ARTENA LN, Gig Harbor, Washington, 9833_, Tax Parcel No. 2260000388 (the "Property"); and

WHEREAS, the City desires an easement for utility purposes over a portion of the Property, described below, and Grantor desires to grant an easement for such purposes;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove utilities, under, over, on, through and across that portion of the Property as described in **Exhibit A** attached hereto and incorporated herein (the "Easement"), together with the right of ingress and egress upon the Easement area and Grantors' Property adjacent to the Easement area, limited to that which is necessary to construct, install, improve, repair and maintain said utilities. The location of the Easement is shown on the Easement Location Map attached hereto as **Exhibit B** and incorporated herein.

Grantee shall exercise its rights under this Easement so as to minimize and avoid if reasonably possible, interference with Grantor's use of Grantor's Property. Grantee shall, at all times, conduct its activities on Grantor's Property so as to not interfere with, obstruct and endanger Grantor's operations or facilities. Grantee agrees to restore Grantor's Property in at least as good as condition as it currently exists, and Grantee shall remove all debris and restore the surface of the Grantor's Property as nearly as possible, to the condition in which it was at the commencement of such work.

[Remainder of page intentionally left blank.]

This Easement shall be recorded in the records of the Pierce County Auditor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed this _____ day of _____, 202__.

GRANTOR:

By: _____

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

APPROVED AS TO FORM:

City Attorney

[Notaries on following page.]

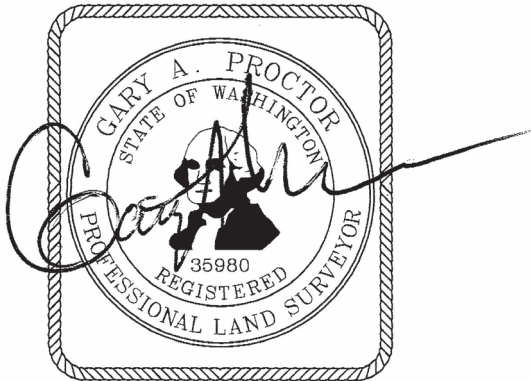
**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO RYAN & KAREN WHITE FOLLOWING VACATION OF A PORTION OF MILTON AVENUE, GIG HARBOR, WASHINGTON.

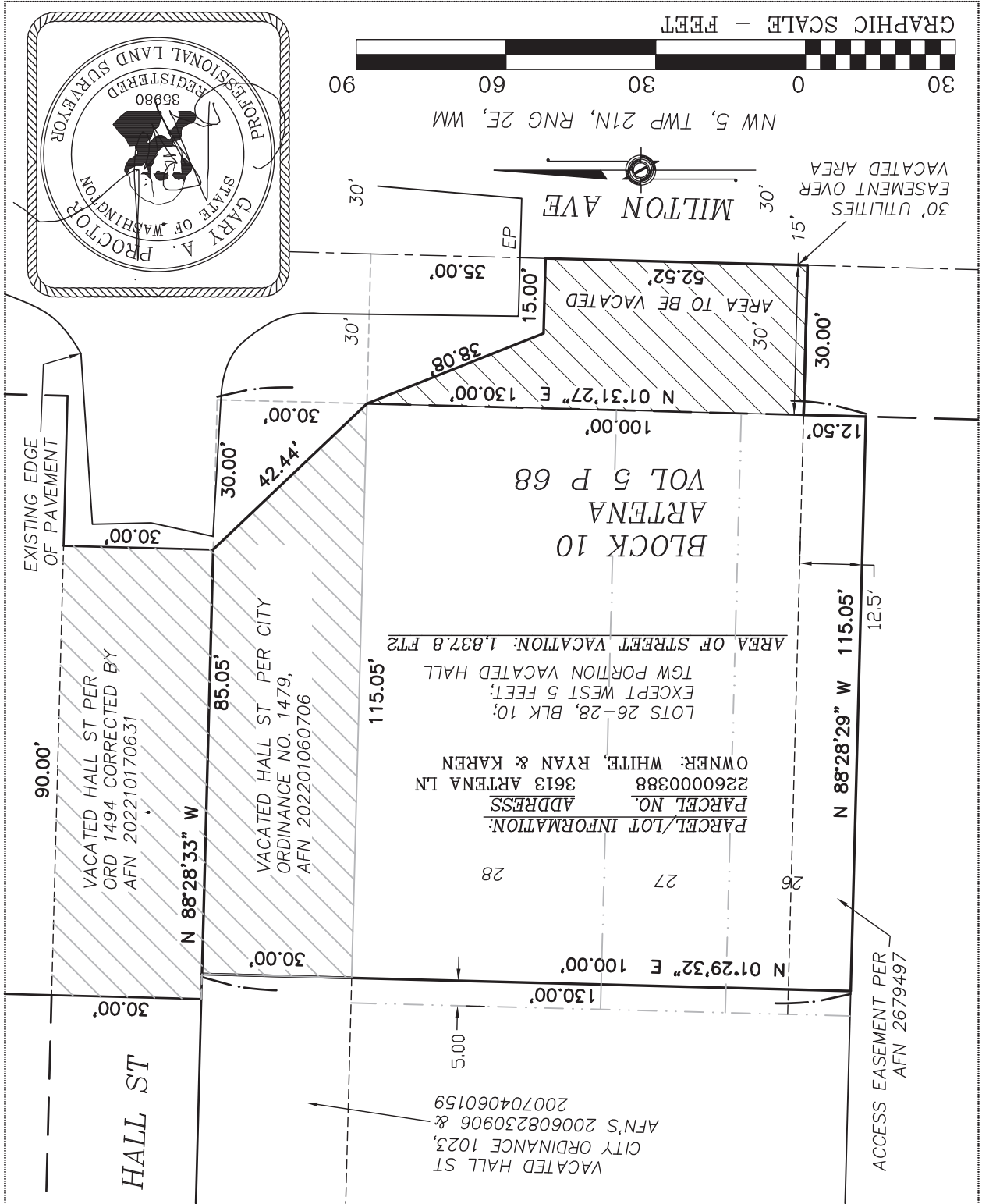
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EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 28;
THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 28, 30 FEET TO THE CENTERLINE OF AFORESAID MILTON AVENUE;
THENCE ALONG SAID CENTERLINE SOUTH 35 FEET;
THENCE WEST AND PARALLEL TO THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 28, 15 FEET;
THENCE NORTHWESTERLY 38.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



**EXHIBIT B
MAP OF UTILITY EASEMENT**



RESOLUTION 1359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, SETTING A PUBLIC HEARING FOR THE VACATION OF A PORTION OF MILTON AVE.

WHEREAS, Ryan White desires to initiate the procedure for the vacation of a portion of Milton Ave, a portion of the original Plat of the Artena, recorded in the records of Pierce County August 23, 1890, Volume 5 of Plats, Page 68; and

WHEREAS, this portion of Milton Ave lies within a Non-User Statute area as described in state law and GHMC 12.14.018C and the Non-User Statute are areas of the City that were platted prior to 1891 and are required by state law to vacate right-of-way back to the adjacent property owner if requested; and

WHEREAS, this vacation would require the owner to provide an easement to the City for the existing public utilities located within the proposed vacated area.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, April 27, 2026, at 5:30 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

ADOPTED by the City Council of the City of Gig Harbor at a regular meeting thereof, held this 11th day of July, 2022.

Mary Barber
Mayor

Attest:

Joshua Stecker
Interim City Clerk

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Ordinance No. 1561 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING A PORTION OF MILTON AVENUE ABUTTING 3613 ARTENA LANE ADDITION TO GIG HARBOR AND RESERVING A UTILITY EASEMENT

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

Ryan White

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)

See Exhibit A

Assessor's Property Tax Parcel or Account number: 2260000388

Reference number(s) of documents assigned or released: _____

ORDINANCE NO. 1561

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
GIG HARBOR, WASHINGTON, VACATING A PORTION OF
MILTON AVENUE ABUTTING PROPERTY AT 3613
ARTENA LANE ADDITION TO GIG HARBOR AND
RESERVING A UTILITY EASEMENT.**

WHEREAS, Ryan White petitioned the City to vacate a portion of Milton Avenue which abuts their property at 3613 Artena Avenue, Gig Harbor, Washington, under the nonuser statute, RCW 36.87.090 and GHMC Section 12.14.018(C); and

WHEREAS, this portion of Milton Ave lies within a Non-User Statute area as described in state law and GHMC 12.14.018C and the Non-User Statute are areas of the City that were platted prior to 1891 and are required by state law to vacate right-of-way back to the adjacent property owner if requested; and

WHEREAS, the portion of Milton Ave subject to the vacation petition was not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under RCW 36.87.090, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time and operation of law; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 1359 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on May 26, 2026, and at the conclusion of such hearing determined that the aforementioned Right-of-Way vacated by operation of law and lapse of time;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The City Council finds that the unopened portion of the platted Milton Avenue Right-of-Way described in the White street vacation petition has vacated by lapse of time and operation of law under RCW 36.87.090. The vacated portion of Milton Avenue of the Artena Plat to Gig Harbor, Parcel Number 2260000388, and reservation of a utility

easement, are legally described in Exhibit A attached hereto and incorporated by this reference, and shown on the map attached hereto as Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced Right-of-Way area. This street vacation ordinance does not affect any existing rights, including any the public may have acquired in the Right-of-Way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

ADOPTED by the Council of the City of Gig Harbor at a regular meeting thereof, held this 26th day of May, 2026.

Mary Barber
Mayor

Approved as to form:

Attest:

Daniel Kenny
City Attorney

Tiffany Aliment, CMC
Acting City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

**PROPOSED
LEGAL DESCRIPTION**

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO RYAN & KAREN WHITE
FOLLOWING VACATION OF A PORTION OF MILTON AVENUE, GIG HARBOR, WASHINGTON.

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST,
W.M., IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF MILTON AVENUE (FORMERLY COLUMBIA STREET) AS
DEPICTED ON THE PLAT OF THE TOWN OF ARTENA, ACCORDING TO PLAT THEREOF RECORDED IN
VOLUME 5 OF PLATS, PAGE 68, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN
THE EASTERLY PRODUCTION OF THE NORTH LINE OF THE SOUTH HALF OF LOT 26, BLOCK 10 OF
SAID PLAT AND THE EASTERLY PRODUCTION OF THE NORTH LINE OF LOT 28 OF SAID BLOCK 10;

EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 28;
THENCE ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 28, 30 FEET TO THE
CENTERLINE OF AFORESAID MILTON AVENUE;
THENCE ALONG SAID CENTERLINE SOUTH 35 FEET;
THENCE WEST AND PARALLEL TO THE EASTERLY EXTENSION OF OF THE NORTH LINE OF SAID
LOT 28, 15 FEET;
THENCE NORTHWESTERLY 38.08 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SIGNED 01-27-2025



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

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

| Day | Date | Time | Group | Agenda Items |
|-----|---------|---------|----------------------------|---|
| TU | May 26 | 5:30pm | City Council Meeting | <i>see agenda</i> |
| TH | May 28 | 3:00pm | City Council Study Session | <ul style="list-style-type: none"> • 2027-2032 Six-Year Transportation Improvement Program (TIP) discussion • Sales Tax Update |
| TU | Jun 2 | 1:30 pm | Hearing Examiner | Gig Harbor Commercial Fishing Homeport |
| W | Jun 3 | 5:30 pm | Parks Commission | CANCELLED |
| M | Jun 8 | 5:30pm | City Council Meeting | <p>Consent:</p> <ul style="list-style-type: none"> • Amendment to Purchase and Sale Agreement with Shore Acres • Easement Agreement with Shore Acres for Water Main <p>Business:</p> <ul style="list-style-type: none"> • Public Hearing – sign code |
| TH | Jun 11 | 3:00pm | City Council Study Session | <ul style="list-style-type: none"> • Unified Regional Approach (URA) to Homelessness Presentation (Presentation from Pierce County Council Chair Hitchen and County Council staff Mary Connolly) • Critical Areas Ordinance Planning Commission Recommendation • Commercial Fishing Homeport Moorage Agreements and Regulations |
| TH | June 11 | 5:30 pm | Design Review Board | Gig Harbor High School Track & Field Renovation Fence Height |
| Tu | Jun 16 | 11:00am | Arts Commission Meeting | |
| TH | Jun 18 | 3:00pm | City Council Study Session | <ul style="list-style-type: none"> • 2027 Legislative Agenda • Wastewater Comp Plan Technical Amendment – Gracie Place Plat • Potential Partnership with PenMet Parks |
| M | Jun 22 | 5:30pm | City Council Meeting | <p>Presentations:</p> <ul style="list-style-type: none"> • America 250th proclamation • Harbor Hill Sanctuary Joint Proclamation w/Pierce County <p>Business:</p> <ul style="list-style-type: none"> • Resolution 13XX – 2027-2032 Six-Year Transportation Improvement Program (TIP) • First Reading of Critical Areas Ordinance • Wastewater Comp Plan Technical Amendment – Gracie Place Plat |
| TH | Jun 25 | 3:00pm | City Council Study Session | CANCELLED |
| M | Jul 27 | 5:30pm | City Council Meeting | <p>Staff Reports</p> <ul style="list-style-type: none"> • Quarterly Finance and Budget Reports |

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

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| Day | Date | Time | Group | Agenda Items |
|----------|----------------|---------------|-----------------------------|---|
| | | | | Business: <ul style="list-style-type: none"> • Public Works Contract Award for Public Works Construction, Materials Testing, and Construction Support – Commercial Fishing Homeport |
| M | Sept 14 | 5:30pm | City Council Meeting | Presentations: <ul style="list-style-type: none"> • State of the Library Update (Executive Director, Gretchen Caserotti) |