

AGENDA
GIG HARBOR PARKS COMMISSION
Wednesday, September 2, 2026, 5:30 p.m.

Virtual Meeting Link: <https://us06web.zoom.us/j/92140715051>
Call-in: (253) 215-8782 Meeting ID: 9921 4071 5051

- I. CALL TO ORDER / ROLL CALL**

- II. APPROVAL OF MINUTES:** July 1, 2026

- III. PUBLIC COMMENT**

- IV. DISCUSSION ITEMS**
 - a. Rotary Tree Program Draft Agreement
 - b. Park Use Permit – Fee recommendation
 - c. txʷaalqəł Conservation Area Phase 3 Management Plan Discussion

- V. PARKS DIVISION UPDATE – Parks Manager Jennifer Haro**

- VI. COMMISSIONER REPORTS & COMMENTS**

- VII. ADJOURN**

Next Regular Meeting: Wed., October 7, 5:30pm

MINUTES
GIG HARBOR PARKS COMMISSION MEETING
Wednesday, July 1, 5:30 p.m.
Civic Center Community Rooms

CALL TO ORDER/ ROLL CALL: Vice Chair Hanley Bonyng called the meeting to order at 5:30 p.m., Commissioners Stace Gordon, Kim Anderson, Larry Johns and Guy Magnus were present. Andrew Peabody joined online and Chair Louise Tieman was absent.

APPROVAL OF MINUTES: The minutes of the July 1, 2026, meeting were unanimously approved.

PUBLIC COMMENT: N/A

DISCUSSION ITEMS:

A. Waterfront Alliance Art Proposal

Clare Dunis from the Downtown Waterfront Alliance made a presentation to the Parks Commission about an expansion to the existing Chalk the Harbor and Art Walk events, as well as the community mural at Direction Apparel downtown, and create an annual community art project to be displayed in a public place for a set amount of time before finding a permanent home on private property.

Commissioner Anderson recommends authorizing the yearly community art project and for it to be displayed at Ancich park for 90 days. (Johns 2nd)

B. Selection of Representative for Stormwater Park Feasibility Study

NPDES Coordinator Michael Abboud and Parks Manager Jennifer Haro are working with a consultant for the Stormwater Park feasibility study and would like a Parks Commissioner to be a part of a community committee regarding details on the project. Commissioner Anderson will serve on the committee and commissioner Magnus will be backup.

PARKS DIVISION UPDATES:

Parks Manager Jennifer Haro updated the commissioners about numerous current Gig Harbor parks news such as the new loop trail being open with signs installed and bike rack on-site, the on-going parks budget and listed projects (28 requested), cameras installed at Doris Heritage Park, the stormwater park project kicked off, and the commercial fishing homeport project has gone out to bid.

COMMISSIONER REPORTS & COMMENTS:

The commissioners inquired about surveys regarding parks issues online, reporting safety issues, pickleball concerns, and questions about E-bikes.

ADJOURN:

The meeting adjourned at 6:25 p.m. Next Regular meeting: Wed., August 5, 5:30 PM



City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
gigharborwa.gov
(253) 851-8136

Memorandum

TO: Parks Commission
FROM: Jennifer Haro, Parks Manager
DATE: 8/31/2026
SUBJECT: Rotary Tree Program – Draft Agreement

Last year, representatives from Gig Harbor Rotary presented the concept for the Living Tree program. This program would use city land to plant trees, which will help meet several city goals, and could also allow donors to honor or memorialize loved ones with a tree planted in their honor.

With several drafts of the agreement having been reviewed by city staff, Rotary and the city attorney, we have agreed on the attached draft agreement for the tree program.

Staff is seeking comments and a recommendation from parks commission about the proposal before presenting it to city council at a study session later this month.

SERVICES AGREEMENT

LIVING TREE PROJECT

CITY OF GIG HARBOR

AND

GIG HARBOR ROTARY

DATE:

SERVICES AGREEMENT

This Services Agreement is made between the CITY OF GIG HARBOR a municipal corporation of the State of Washington ("City") and the ROTARY CLUB OF GIG HARBOR, a Washington non-profit corporation ("Rotary") for the Living Tree Project.

RECITALS

- A. This agreement outlines the mutual goals, responsibilities and collaborative framework between the City and Rotary for successful implementation of the Living Tree Project.
- B. The parties recognize the importance of preserving and enhancing the natural ecosystems in the city. This project will:
 - 1. Increase the tree canopy in the city
 - 2. Foster community involvement through volunteerism and education
 - 3. Support biodiversity, climate resilience, and long-term sustainability.
 - 4. Create living tributes as memorials or celebrations of life or events.
- C. Both parties share a commitment to advancing these objectives and acknowledge the value of partnership in achieving greater impact

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

1. Term. The term of this Agreement shall be two years, with three two-year extensions, if agreed in writing by both parties. Either party may terminate this Agreement with 30 days written notice.

2. Responsibilities of City of Gig Harbor. Following the commencement date of this Agreement, the City shall:

- 2.1 Provide technical expertise for location selection and project design. Locations and planting sites will depend on yearly donations and quantity of trees provided by Rotary.
- 2.2 Provide staff time to coordinate tree planting and education.
- 2.3 Manage lead volunteer training and on-the-ground project coordination prior to planting event.
- 2.4 Help promote program via newsletter and social media.

3. Responsibilities of Rotary. Following the commencement date of this Agreement, the Rotary shall:

- 3.1 Purchase trees and provide website and administrative support.
- 3.2 Consult with and notify city of any work occurring on city property.
- 3.3 Supply staff or volunteers for tree planting and maintenance activities
- 3.4 Conduct outreach to community stakeholders and partners.

- 3.5 Maintain data and records on tree sales and project outcomes
- 3.6 Provide yearly report to City on activities
- 3.7 Reimburse City for unanticipated staffing costs for weekend or evening callouts.

4. Joint Responsibilities.

- 4.1 Develop and review annual work plans
- 4.2 Share progress reports
- 4.3 Communicate effectively with organizers from each party.

5. Compensation. \$0.

6. Governance and Decision-making. The Parties agree to establish a Steering Committee, consisting of two representatives from each organization. The Committee will:

- 6.1 Meet quarterly to review progress
- 6.2 Make decisions by consensus
- 6.3 Address disputes in good faith

7. Miscellaneous.

- 7.1 Entire agreement. This Services Agreement sets forth the entire agreement of the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them.
- 7.2 Governing Law. This Services Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.
- 7.3 Severability. Should any of the provisions of this Agreement be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Services Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the parties.
- 7.4 Waiver. No waiver of any right under this Agreement shall be effective unless contained in writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.
- 7.5 Notices. All notices or requests required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by mail or email transmission and shall be deemed given three (3) days following the date when mailed or emailed (provided a confirmation of

receipt of the email is received). All notices or requests shall be sent to the Rotary or the City as follows:

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

To Rotary: Rotary Club of Gig Harbor
Attn: Elaine Rocheford
Email: elaineott22@gmail.com

7.6 Indemnity. Rotary shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Rotary's performance of this Agreement, including any and all use of City Property after the execution of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Rotary and the City, its officers, officials, employees, agents and volunteers, the Rotary's liability hereunder shall be only to the extent of the Rotary's negligence.

7.7 Insurance. The Rotary shall provide Commercial General liability insurance at \$1 million per occurrence and \$2 million aggregate from an insurance company authorized to do business in the State of Washington, and shall name the City of Gig Harbor, its agents and employees as additional insured by endorsement under the policy. All policies shall be primary to any other valid and collectable insurance. The City of Gig Harbor does not waive its right to subrogation against the Rotary, and the policy shall be so endorsed. Rotary shall submit renewal certificates as appropriate during the term of the contract.

Subcontractors: The Rotary is responsible for ensuring that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Rotary. Upon request of the city, the Rotary shall provide evidence of such coverage.

7.8 Attorneys' Fees. If any legal action or claim is brought for the enforcement of this Agreement or because of an alleged dispute,

breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in such action or claim, in addition to any other relief to which it may be entitled.

7.9 Relationship between Parties. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship, franchise or partnership between the Parties or to impose any such obligation or liability upon either Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, act as or be an agent or representative of, or otherwise to bind any other Party.

7.10 Amendments. The City Administrator or designee is authorized to execute minor amendments on behalf of the City to this agreement upon mutual agreement between the Rotary and City after quarterly reviews that do not increase costs to the City.

IN WITNESS WHEREOF, the City of Gig Harbor and the Rotary of Club of Gig Harbor executed this Services Agreement on the date as first above written.

City:

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

Mary Barber
Mayor

Rotary:

ROTARY CLUB OF GIG HARBOR, a
Washington nonprofit corporation

Gary Parker
President

Memorandum

TO: Parks Commission
FROM: Jennifer Haro, Parks Manager
DATE: 8/31/2026
SUBJECT: Park Use Permit Fee

The city adopted new, revised municipal code for parks and docks in October 2025. That code created a new park use permit, which allows use of public parks for certain for-profit activities that previously would have required a special event permit. The park use permit is intended to be a way for people to hold non-disruptive activities in parks, such as photography sessions (although single-family/client sessions don't need a permit), fitness classes, etc.

While the code has been adopted, there is no fee for this permit, so the code or permit process has not been implemented yet.

Parks commission had previously discussed possible funding structures in June of 2025 and March. The consensus at the March 2026 meeting was that it should be affordable, and lines should be added that the city be named in insurance policies and that the applicant will be billed if additional cleanup is required.

Staff is looking for a recommendation from parks commission on what the cost for a park use permit should be so that we can update the fee resolution and application forms to begin implementing the permit.



CITY OF GIG HARBOR
Public Works

PARKS DIVISION

PARK USE PERMIT

Issue Date:

Expiration Date:

Permit Fee:

APPLICANT / BUSINESS INFORMATION

Applicant Name:

Business Name:

Phone:

Email:

Business Address:

INTENDED PARK USE

Describe activities and anticipated use:

How many times per year do you anticipate using the park for classes, photo shoots, etc? _____

Preferred Park(s):

PERMIT CONDITIONS

This permit authorizes recurring, small-scale business activities within City of Gig Harbor parks for one (1) year from the issue date. This permit does not grant exclusive use of park property or impact normal park use. All. A separate Special Event Permit may be required pursuant to Gig Harbor Municipal Code if activities involve large gatherings, amplified sound, temporary structures, or impact normal park operations. The City may revoke this permit if park rules are violated or if necessary for public safety or park operations. The permit holder agrees to defend, indemnify, and hold harmless the City of Gig Harbor, its officials, employees, and agents from claims arising from activities conducted under this permit, except where caused solely by the City's negligence. Insurance naming the City of Gig Harbor as additional insured is required. Permittee must leave no trace of the event or will be required to reimburse the city for cleanup costs.

SIGNATURES

Applicant Signature:

City Representative:

Date:

Date:

Memorandum

TO: Parks Commission
FROM: Jennifer Haro, Parks Manager
DATE: 8/31/2026
SUBJECT: txʷaalqəł Conservation Area Phase 3 Management Plan

Property Management Plans have been adopted for Phases 1, 2 and 4 of the txʷaalqəł Conservation Area due to requirements from Pierce County Conservation Futures. In order to be consistent, staff is looking to adopt a property management plan for Phase 3 as well, even though it is not required by an agreement.

Phase 3 is across Harborview Drive from Phases 1 and 2, and does not have stream habitat. It was formerly a single-family residence. Great Peninsula Conservancy does have a conservation easement across the property and conducts yearly inspections to ensure that the city is complying with the easement.

Upon consulting with Great Peninsula Conservancy and former members of the Gig Harbor Land Fund (which has since been absorbed into GPC), they have the following recommendations for management:

- Invasive plant removal
- Trail along existing driveway
- Signage
- Small gravel parking area
- Trail connection to Prentice
- Potential trail connection to Austin
- Benches and interpretive signs
- Asphalt removal

Staff is looking for guidance from parks commission on what to include in the Phase 3 Property Management Plan. A draft plan will be provided for a recommendation to council in the coming months.