

# APPENDICES



## Appendix A

# Service Area Agreements



**STANDARD SERVICE AGREEMENT  
ESTABLISHING WATER UTILITY  
SERVICE AREA BOUNDARIES**

PREAMBLE

**THIS AGREEMENT** establishing water utility service area boundaries is entered into this day for purposes of identifying the external boundaries of the service area for which this water purveyor has assumed water service responsibility.

WHEREAS, service area agreements are required by WAC 246-293-250 to help assure that water reserved for public water supply purposes within Pierce County will be utilized in the future in an efficient and planned manner; and

WHEREAS, the designation of retail water service area and future service planning areas, together with the cooperation of other utilities, will help assure efficient planning to accommodate growth, avoid duplication of service, and facilitate the best use of resources; and

WHEREAS, The responsibilities applicable to water purveyors are outlined in the Pierce County Coordinated Water System Plan (CWSP) and by the adopted rules and regulations of the Washington State Department of Health (DOH); and

WHEREAS, It is not the intent of this Agreement to give new authority or responsibilities to the water purveyor or to the County or State regulatory agencies, in addition to those requirements imposed by law; and

NOW, THEREFORE, the undersigned party, having entered into this Agreement by its signature, concur with and will abide by the following provisions:

Section 1. The terms used within the contract shall be as defined in the implementing regulations of Chapter 70.116 RCW, except as identified below.

- A. Lead Agency shall mean the department or organization within Pierce County that has been designated by the Pierce County Executive as being administratively responsible for the coordination and filing of the Pierce County Water Service Area map, Standard Service Agreement Establishing Water Utility Service Area Boundaries, Agreements for Retail Service Areas, Utility Service Policies, and other administrative documents necessary for the implementation of the Pierce County CWSP.
- B. Pierce County Coordinated Water System Plan (CWSP) shall mean the plan adopted by the Pierce County Council for public water systems within critical water supply service areas within Pierce County which identifies the present and future needs of the systems and sets forth means for meeting those needs in the most efficient manner possible.

- C. Pierce County Water Service Area Map shall mean the map referenced in this Agreement for the retail service area signed by the water purveyor, except as amended in accordance with the CWSP procedures and with the concurrence of the affected water purveyors.
- D. Retail Service Area shall mean the designated geographical area within Pierce County in which the undersigned water purveyor assumes full responsibility for providing water service to individual customers.
- E. Utility Service Policies shall mean those policies and conditions of service that are attached to the provision of water service for individual customers. The identified policies and conditions of service are those conditions incorporated within the water purveyor's water system improvement and expansion plans required under the provisions of the Public Water Systems Coordination Act and DOH.

Section 2. Lead Agency. The lead agency for administering the Pierce County Water Utility service area agreements shall be the Pierce County Department of Public Works and Utilities unless otherwise established by the Pierce County Executive. The lead agency shall function only as a coordination center. The lead agency will maintain the original documents and will be responsible for updating the water system map and agreements as provided for in the CWSP.

Section 3. Authority The authority for this Agreement is granted by the Public Water Systems Coordination Act of 1977, Chapter 70.116 RCW.

Section 4. Service Area Boundaries. The undersigned Water Purveyor acknowledges that the Pierce County Water Service Area Maps identifying its retail service area boundaries, dated 10/08/04 and included as Attachment A to this Agreement, identify the Water purveyor's present and future service area. The undersigned further acknowledges that there are no service area conflicts with an adjacent water utility or purveyor, or, if such a conflict exists, agrees that no new water service will be extended within disputed areas except as stipulated in an adjudication by DOH.

This agreement shall apply to service areas existing as of August, 1994, and to the service area boundaries identified in the above referenced maps, or as shown on current revisions thereof, provided that no revisions of service areas shown on these maps shall be made without prior written concurrence of the water utilities/purveyors involved and such written concurrence is filed with the Lead Agency. Revisions may also require an amendment to the purveyor's or utility's service plans.

Section 5. Boundary Adjustments. If, at some time in the future it is in the best interest of the undersigned parties to make service area boundary adjustments, such modifications must be by written concurrence of all involved utilities and the proper legislative authority(ies), and must be noted and filed with the designated Pierce County lead agency and DOH. It is understood by the undersigned utility that it may decline to provide service within its designated service area boundary, but in that case, an applicant may be referred to

other adjacent purveyors or utilities or a new utility may be created and the original service area boundary will be adjusted accordingly.

Section 6. System Extension Policies. The undersigned utility agrees that in order to expand its existing water service area, (other than by addition of retail customers to existing water mains), or to serve in the capacity of a prequalified satellite system management agency (SSMA), it shall have adopted design standards and Utility Service extension policies. The design standards shall meet or exceed the Pierce County Water System Minimum Standards and Specifications.

A water utility anticipating expansion of retail service in unincorporated areas of Pierce County, or intending to operate as an SSMA, shall identify utility service policies in its updated water system plan. The undersigned utility agrees to identify, for information, its utility service policies or provide a copy of the updated water system plan to the Lead Agency prior to application for extension of its existing water system into new service areas within the unincorporated areas of Pierce County.

Municipalities further agree that if they identify a service area outside of their existing municipal corporate boundaries, the municipality will assume full responsibility for providing water service equivalent to the level of service provided for their customers inside the city limits with similar service requirements, and must also meet or exceed Pierce County's minimum design standards.

Section 7. Special Working Agreements. Special working agreements, if they exist and are relevant, between this water purveyor and an adjacent water purveyor shall be attached to this Agreement as Attachment B and incorporated herein by this reference.

Section 8. Compliance with the CWSP. Nothing in this Agreement shall waive any requirement of the state, federal or local government regarding the provision of water service. This Agreement shall comply with the interlocal agreement requirement of the CWSP.

IN WITNESS WHEREOF, the undersigned party has executed this Agreement as of

7-27-07

*City of Sumner*  
Water Purveyor

*William Shearer*  
Representative

Title *Public Works Director*

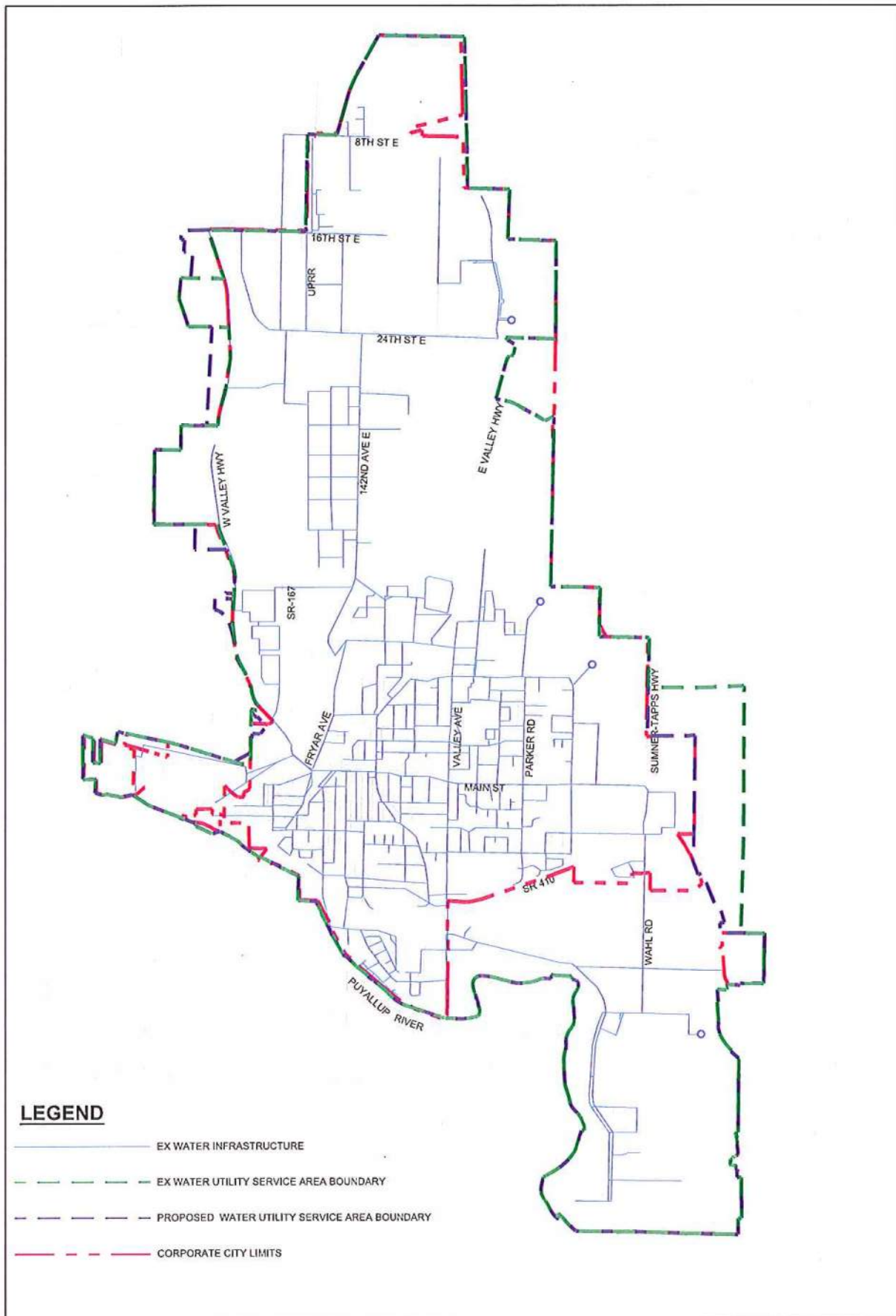
Receipt Acknowledged:

Pierce County Public Works and Utilities Department  
Date





# ATTACHMENT A



## LEGEND

- EX WATER INFRASTRUCTURE
- - - EX WATER UTILITY SERVICE AREA BOUNDARY
- - - PROPOSED WATER UTILITY SERVICE AREA BOUNDARY
- - - CORPORATE CITY LIMITS

Parametrix DATE: 10/28/04 FILE: S1527020P1172P1-4

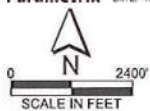


Figure 1-4  
City of Sumner  
Proposed Water Utility  
Service Area Boundary

STANDARD SERVICE AGREEMENT  
ATTACHMENT B

Utility shall include copies of separate agreements, relating to common service areas, transfer arrangements, special working agreements, and/or retail service agreements with adjacent utilities. These agreements will be included by reference in this Interlocal Agreement.

INTERLOCAL AGREEMENT  
ATTACHMENT C

DESCRIPTION OF NEW WATER SERVICE REFERRAL  
IN SATELLITE MANAGEMENT AREAS

The following is a description of the process to be utilized by Pierce County in identifying the responsible water purveyor for providing new water service in Satellite Management Areas as identified in the Pierce County Water Service Area Maps. These Satellite Management areas are of two types: "Interim Satellite System Management Areas", in which several purveyors may have proposed expansion of existing systems into commons areas, and a "Satellite System Management Area", in which there is not presently a water system nor the likelihood of extending an existing system in the near future. In these areas the following priorities shall be applied by Pierce County and DOH:

Interim Satellite System Management Areas - Extension of Service

1. When a need for new public water service is identified in an area for which the assignment of a designated future service area is pending; the Lead Agency shall identify the purveyors having a declared interest in future service in that geographical area either through an extension of an existing system or through temporary satellite system operation, and which have a written plan to extend service to an area from an adjacent system.
2. The Applicant for service shall be provided a list of qualified purveyors.
3. The Applicant shall obtain, from the qualified purveyors, proposals which include description of new facilities, fire flow compliance, schedule, and cost.
4. The Applicant shall select from the proposals and notify the Lead Agency and DOH, in writing, attaching a copy of the selected proposal. If the Lead Agency or DOH determines that the proposal does not meet the requirements of State law, County ordinance, the Coordinated Water System Plan, or the Comprehensive Land Use Plan it may be rejected by written notice and the Applicant will be referred to the qualified purveyors for revised proposals.
5. If a purveyor and applicant notify the Lead Agency, in writing, that the purveyor is in a position to begin construction of capital facilities and that a designation of future service area is required, the Lead Agency shall notify adjacent purveyors and determine if a service area agreement can be reached. If not, the matter will be referred to the Water Utility Coordinating Committee (WUCC). The WUCC shall determine whether the need is valid and shall take one of the following actions:
  - a. Direct the Lead Agency to continue negotiations to reach an agreement with adjacent purveyors.

- b. Establish a process within the Committee to resolve the service area among the purveyors.
  - c. Refer the request to DOH for formal resolution.
6. If the proposal is approved, the Applicant shall enter into a contract for water service with the selected purveyor.
  7. A new water system is installed only if this alternative is approved by DOH.

#### Satellite System Management Areas

1. The County Lead Agency determines adjacent utilities and prequalified Satellite System Management Agencies and provides a list of these to the applicant for service.
2. The applicant shall obtain proposal for water service from the list of prequalified purveyors, select the preferred alternative and submit a notice of selection to the County's Lead Agency for filing.
3. The applicant shall enter into a contract with the selected purveyor.
4. The County Lead Agency shall modify the service area records in accordance with Step 3.

1.1

WATER SERVICE AREA AGREEMENT

This agreement made and entered into this 21st day of February 1991, by and between the City of Sumner, Washington, a municipal corporation for and in behalf of its Water Utility and the Mountain View-Edgewood Water Company, witnesseth, that;

WHEREAS, the City of Sumner and the Mountain View-Edgewood Water Company, are both in the business of providing water service to customers within their respective service areas or/as authorized by the Pierce County Coordinate Water System Plan, and:

The authority for this Agreement is granted by the Public Water System Coordination Act of 1977, Chapter 70.116 RCW.

WHEREAS, Such an Agreement is required in WAC 248-56-730, Service Area Agreements-Requirement, of the Public Water System Coordination Act; and,

WHEREAS, Designation of retail water service area, together with the cooperation of utilities, will help assure that time, effort, and money are best used by avoiding unnecessary duplication of service; and,

WHEREAS, Definite future service areas will facilitate efficient planning for, and provision of, water system improvements within Pierce County as growth occurs; and,

WHEREAS, Definite retail and wholesale utility planning areas will help assure that water reserved for public water supply purposes within Pierce County will be utilized in the future in an efficiently planned manner,

NOW THEREFORE, in consideration of the mutual benefits to be derived,

The undersigned utilities acknowledge that the map(s) identifying their service area boundaries, dated December 4, 1990, and included as Attachment A to this Agreement, identify the water system's future service area.

It is understood that utilities may initially continue existing water service within the boundaries of neighboring utilities, service area boundary hereof. Such common service areas, if they exist, are described in Attachment B to this Agreement. The undersigned parties agree that any water line for retail service extending outside of the retail service area boundary, shall ultimately be phased out and service transferred to the designated adjacent utility on an economic basis or by mutual agreement. The terms of the transfer of a common service area shall be established in a separate agreement.

If, at some time in the future it is in the best interest of the undersigned parties to make service area boundary adjustments, such modifications must be by written concurrence of all involved utilities and the proper legislative authority(ies), and must be noted and filed with the designated Pierce County lead agency and the Washington State Department of Health.

IT IS FURTHER AGREED that both the City of Sumner and the Mountain View-Edgewood Water Company have or will have, water system facilities near or adjacent to the above described boundary. The facilities, if compatible, may be interconnected so as to be mutually beneficial to both parties of this Agreement. The City of Sumner agrees that after the completion of such interconnection, if the Mountain View-Edgewood Water Company needs additional water in the Mountain View-Edgewood Water Company service area that can be supplied by the Fife system, the City of Sumner will make water available to the Mountain View-Edgewood Water Company. The Mountain View-Edgewood Water Company agrees that after the completion of such interconnection, if the City of Sumner needs additional water in the Sumner service area that can be supplied by the Mountain View-Edgewood Water Company system, the Mountain View-Edgewood Water Company will make water available to the City of Sumner.

IT IS FURTHER AGREED that if either the Mountain View-Edgewood Water Company or the City of Sumner requests water from the other Water Purveyor, water will be made available only to the extent that water is available and at rates to be established at the time of connection. It is understood that only excess water from either system will be available to the other Water Purveyor and only for emergency conditions. Neither the City of Sumner, nor the Mountain View-Edgewood Water Company will be liable to the other for the failure to supply water pursuant to this agreement at any point in time.

IT IS FURTHER AGREED that each party in this agreement shall prepare, at its own cost, or by the costs established in a separate agreement, the facilities necessary to provide the interconnection, but the interconnection shall not be made operative until each party agrees to the final operating procedures. This agreement shall remain in full force and effect until terminated by either party upon not less than one year advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first herein stated.

MOUNTAIN VIEW-EDGEWOOD WATER CO.

by James P. Wiles  
Title President

Attest:  
Edward S. Barth  
Title Vice Pres.

Approved:  
Beverly H. Stoddy  
Title Secretary

Approved:  
Robert S. Taylor  
Manager

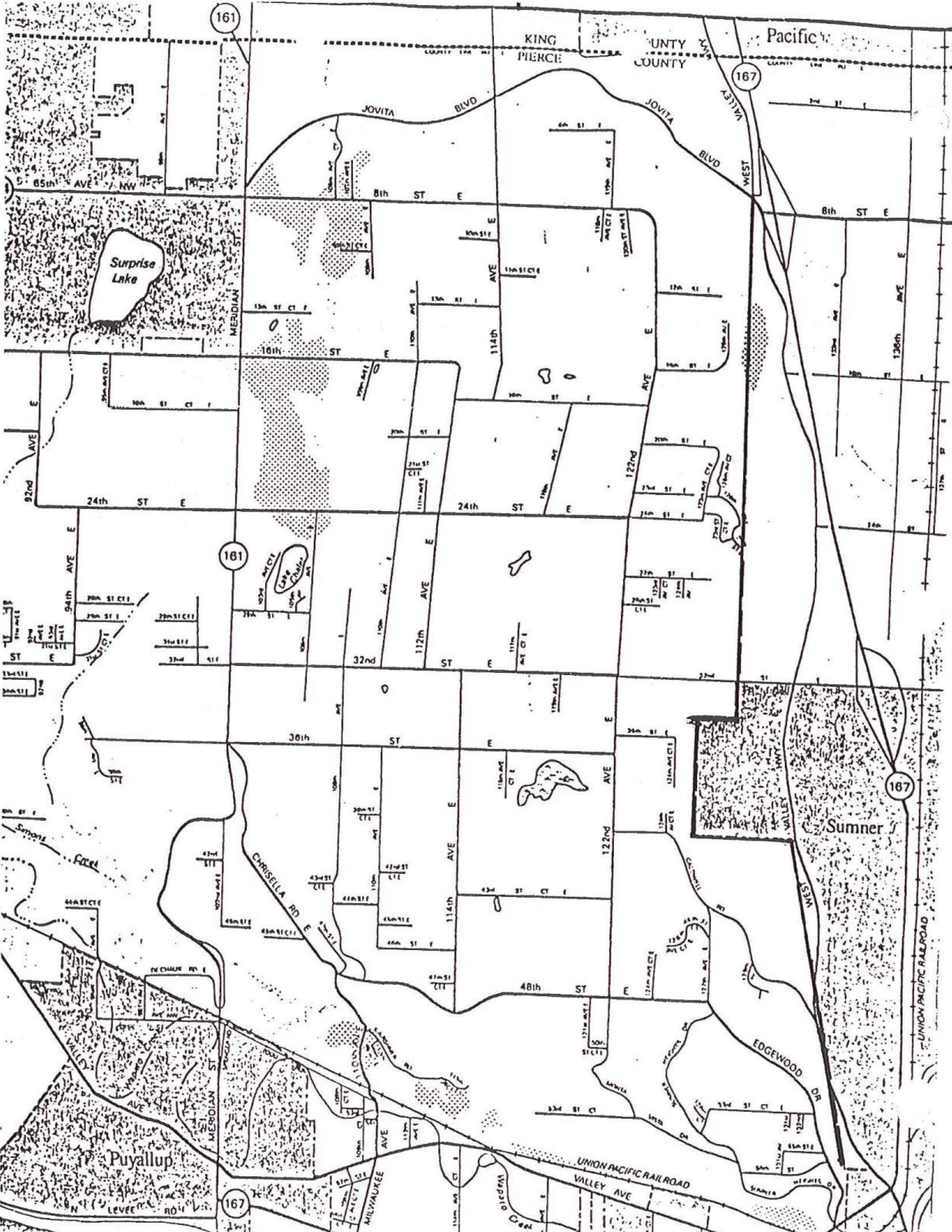
CITY OF SUMNER

by [Signature]  
Mayor

Julie E. McKee  
City Clerk

[Signature]  
Director-Public Works

Approved as to form & legality  
[Signature]  
City Attorney





AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of October, 1989, by and between the CITY OF SUMNER, a Municipal Corporation, hereinafter referred to as "City", and WEBSTONE WATER DISTRICT, hereinafter referred to as "Webstone",

WITNESSETH:

WHEREAS, the City is the owner and operator of a water system and is engaged in the distribution of water to consumers in the City of Sumner and areas adjacent thereto; and

WHEREAS, Webstone is the owner and operator of a water system in Pierce County and is engaged in supplying water to consumers in Pierce County in an areas adjacent to the City; and

WHEREAS, Webstone desires to obtain a source of water, and the City is willing to furnish the requirements of Webstone, subject to the terms, conditions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived therefrom, it is now mutually agreed as follows:

1) This Agreement shall be effective upon completion of construction of a water main connecting the Webstone Water District to the City of Sumner Water System.

2) The term of this Agreement shall be ten (10) years commencing January, 1990, and reviewed on an annual basis. The City shall be the primary source of water for the duration of the contract.

3) The water to be furnished hereunder shall be delivered by the City to Webstone at the meter located on the intersection of 136th Avenue East and 16th Street East and/or any other future location agreed to, by both parties. Webstone shall own and maintain the meter. The City, at the expense of Webstone, shall periodically inspect and test the meter.

4) There shall be no cost to Webstone for the extension of the City water mains to the intersection of 136th Avenue East and 16th Street East and the connection to the meter at that location. There will be a one time connection fee, which will be paid as a surcharge to the bill, from the time of connection for a period of 60 months at \$375.00 each month.

5) The City agrees to furnish emergency services to Webstone at cost plus 25% for overhead.

6) Water rates charged to Webstone shall not be in excess of the rate charged to any water customer of the City water system. The City shall bill Webstone on or before the 1st day of each month for all water delivered hereunder for the preceding calendar month for the water meter reading period ending during the preceding month. Payment shall be made by Webstone on or before the 15th day of each following month.

7) During the term of this Agreement, the City agrees not to disconnect the water supply of Webstone so long as Webstone complies with Chapter 13.24 (Water System) of the Sumner Municipal Code.

8) All water purchased and delivered hereunder may be used or resold by Webstone for whatever purpose it deems fit or proper; provided, that without the prior written consent of the City, Webstone shall not sell or distribute such water to customers outside of Webstone's present service area.

9) The amount of water supplied to Webstone shall not exceed 0.75 million cubic feet per month and/or 6 million cubic feet per year without written authorization from the City. The City shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to Webstone, and to avoid any shortage of water, or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of the City.

10) The City will endeavor to maintain a pressure of not less than seventy (70) pounds per square inch at the point of delivery specified herein, but assumes no responsibility or obligation with respect thereto.

11) Webstone shall be exempt from maintenance and repair costs on all supply lines (mains) between the City water system and the Webstone meters.

12) Without the prior written consent of the City, neither this Agreement nor any interest therein, nor any claim arising hereunder, shall be transferred or assigned by Webstone. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

13) All new hook-ups to the Webstone System shall be charged a General Facility Charge, as outlined in Chapter 13.24 (Water System) of Sumner Municipal Code and forthwith pay the same to the City of Sumner.

14) All plans for new commercial and industrial hook-up to the Webstone System, shall be reviewed and approved by the City of Sumner Public Works Department for compliance of cross connection control requirement.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

CITY OF SUMNER

By: [Signature]  
Mayor

Attest:

By: Kathleen L. Clayton  
City Clerk

WEBSTONE WATER DISTRICT

Approved as to form:

By: [Signature]  
Commissioner

By: [Signature]  
City Attorney

By: [Signature]  
Commissioner

By: [Signature]  
Commissioner



AGREEMENT

NW052007

THIS AGREEMENT made and entered in this 1<sup>st</sup> day of December, 2003, by and between GARY G. PETERSEN and ARLENE J. PETERSEN, husband and wife (hereafter referred to as "PETERSEN") and the CITY OF SUMNER, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, PETERSEN is the owner of property which contains a water well which produces a sufficient amount of water available for municipal use; and

WHEREAS, the CITY annexed portions of its Urban Growth Area in North Sumner in 1995 and 1997 that encompasses properties owned by PETERSEN and were in need of adequate water infrastructure to allow development of said properties; and

WHEREAS, the CITY constructed a 2.0 million gallon reservoir north of Forest Canyon Road and east of the East Valley Highway together with transmission mains to make available adequate fire flows for development of properties in North Sumner; and

WHEREAS, the CITY owns a water utility and is in need of acquiring a water well and water rights for long term water production; and

WHEREAS, PETERSEN desires to sell and CITY desires to purchase the above-described water well and water rights;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, it is hereby agreed as follows:

1. PETERSEN represent that they are the owners of the water rights, Certificate record No. Vol. 5, Page 2151-A a 408 ft. deep well with a 12-inch steel casing together with pump, piping, valves, electrical service, pressure tank and well house, commonly known as the Dieringer School Well and the property identified as Lot 11 of White River Garden Tracts, Section 7, Township 20 North, Range 5 East W.M.

~~2. CITY represents that it has constructed a new 2.0 million gallon reservoir off Forest Canyon Road above the East Valley Highway together with transmission mains that provide domestic potable water and adequate flow rates and quantities to provide sufficient fire flows to allow development of properties owned in North Sumner.~~

3. PETERSEN agrees to sell to the CITY the Dieringer School well, herein described together with pump, well house and appurtenances and to execute the bill of sale for said transfer as attached hereto as Exhibit "A". PETERSEN further agrees to execute an ingress/egress agreement allowing the CITY access to and use of the well. Said ingress/egress and permanent easements are attached hereto as Exhibits "B1" and "B2". The boundary of the permanent easement around the well corresponds with the boundary of the well head protection

area described in the Restrictive Covenant executed by PETERSEN in March, 1998 and recorded in Pierce County, State of Washington, Recording No. 9803090067, Book 1459, Page 1046-1048. Said covenant shall remain in effect as long as the well is used as a supply of potable water by the CITY. The Dieringer School well is currently being serviced by electrical power charged on Petersen's meter. Within thirty (30) days of the date of this Agreement the CITY agrees to arrange for a separate meter (or deduct meter) so that the power needed for the subject well may be charged to and paid for by the CITY and the CITY shall hold Petersen harmless from all charges for power for the subject well. The CITY shall also reimburse Petersen for all power used by the City to date for water pumped from the well.

4. PETERSEN represents that they are the owner of the 8-inch ductile iron water main that served as the fire line for the Dieringer School and PETERSEN sells this water main with appurtenances to the CITY for use as a water supply main for the Dieringer School well being purchased by the CITY to convey this water supply to the CITY's new 2.0 million gallon water reservoir. A copy of said sales agreement is attached hereto as Exhibit "A".

5. In consideration of the purchases stated in paragraphs No. 3 and No. 4 above, the CITY waives permit fees, system development charges and service line and water meter costs relating to water service for development of the property owned by and being developed by PETERSEN, their direct descendants, or entities of which a majority of the shares or units are owned by PETERSEN or their direct descendants (the Petersen Controlled Group), as listed and shown in Exhibit "C" to this agreement.

6. As final consideration for the purchase of said well with well house and appurtenances, water rights, and permanent easement around said facilities, the CITY shall supply water free of charge, not to exceed 6 acre-feet of water annually, to certain properties described in Exhibit "D" as long as they are owned by PETERSEN, their direct descendants, or entities of which a majority of the shares or units are owned by PETERSEN or their direct descendants (the Petersen Controlled Group). This consideration shall begin as of the date of this agreement and shall terminate on December 31, 2040. Water consumed that exceeds 6 acre-feet per year will be charged at the rates in effect at that time.

7. If the CITY finds it in their best interest to build a new well house, it shall notify PETERSEN of their intent and CITY shall give the right of final approval to PETERSEN as to the architectural character, size and orientation of the building prior to completing any design. Such approval shall not be unreasonably withheld.

8. PETERSEN shall neither conduct nor permit any activity on PETERSEN'S property that impairs the CITY's rights and use of these facilities under this agreement or damages the well and it is understood by the parties that PETERSEN will continue to make use of its existing property.

9. PETERSEN has allowed the CITY full access and use of the facility to determine its value and use. PETERSEN makes no representations or warranties concerning the quality, quantity, nature of or suitability of the water right, well, well water or real property for the purposes contemplated by this agreement.

10. CITY shall indemnify and hold PETERSEN and its Controlled Group harmless from any and all liability that may be occasioned by or arise out of this agreement, or any use to which the well, water or water right may be put as a result of this agreement.

11. This agreement shall be binding on the heirs, assigns and successors in interest of the parties hereto, and the obligations hereunder shall run with land.

12. Arbitration.

(a) Any dispute arising out of this Agreement shall be settled by arbitration by the Washington Arbitration and Mediation Service (WAMS), using a single arbitrator. The fact or content of any arbitration proceeding (including any award thereon) shall be confidential and neither party may disclose the same without the consent of all parties to the arbitration, except that judgment on the award may be filed as provided in WAMS' rules or those of the courts of the State of Washington. Prior to arbitration the parties shall mediate the dispute in good faith with a mediator chosen by them or, in the absence of agreement, chosen by the arbitrator.

(b) The prevailing party in any arbitration proceeding or related legal proceeding shall recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled, to include without limitation its share of the arbitrator's fees, WAMS' administrative fees and any other amounts incurred in connection therewith. The venue for any proceeding hereunder shall be Pierce County, Washington.

(c) No demand for arbitration may be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(d) All questions relating to the arbitrability of any dispute shall be decided by arbitration in the same manner and with the same effect as all other controversies that may arise hereunder.

(e) No suit at law or in equity based on a dispute subject to arbitration may be instituted by any party except to enforce the arbitrator's award. Any party bringing a suit barred by this provision shall pay all fees and costs incurred therein (or in any appeal, etc.) by all other parties to such suit, including without limitation, reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SUMNER

Barbara Skinner  
Barbara, Skinner, Mayor

Gary G. Petersen  
Gary G. Petersen

Andrew Neiditz  
Andrew Neiditz, City Administrator

Arlene J. Petersen  
Arlene J. Petersen

Attest:

Susan B. Clary  
Susan Clary, City Clerk

As to Form:

Pat Bosmans  
Patricia Bosmans, City Attorney

STATE OF WASHINGTON )  
                                                          )ss.  
COUNTY OF PIERCE )

On this day personally appeared before me GARY G. PETERSEN and ARLENE J. PETERSEN, to me known to be the individuals described in and who executed the within foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of December, 2003.

Vicki Blaw  
NOTARY PUBLIC in and for the State of  
Washington, residing as Puyallup  
Commission Expires: 9-7-05



AGREEMENT

THIS AGREEMENT made and entered into this 16th day of June, 1989, by and between the CITY OF SUMNER, a Municipal Corporation, hereinafter referred to as "City", and FOWLER MUTUAL WATER COMPANY, hereinafter referred to as "Fowler",

WITNESSETH:

WHEREAS, the City is the owner and operator of a water system and is engaged in the distribution of water to consumers in the City of Sumner and areas adjacent hereto; and

WHEREAS, Fowler is the owner and operator of a water system in Pierce County and is engaged in supplying water to consumers in Pierce County in an area adjacent to the City; and

WHEREAS, Fowler desires to obtain a source of water to supplement its supply, and the City is willing to furnish the requirements of Fowler, subject to the terms, conditions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived therefrom, it is now mutually agreed as follows:

1) This Agreement shall be effective upon completion of construction of a water main connecting the Webstone Water District to the City of Sumner water system. This Agreement shall be null and void if the connection is not made or approval of a grant by DSHS is not received before June 1, 1991.

2) The term of this Agreement shall be seven (7) years commencing June 1, 1991.

3) The water to be furnished hereunder shall be delivered by the City to Fowler at the meter located on 136th Avenue East and 16th Street East. Fowler shall own and maintain the pressure valve and meter. The City, at the expense of Fowler, shall periodically inspect and test the meter not more often than once every two years.

4) There shall be no cost to Fowler for the extension of City water mains. Fowler shall be exempt from City ordinances except those affecting the water rate of supplemental supply. There shall be no expense to Fowler for the extension of City water mains and the connection to the meter specified in Paragraph 3.

5) Water rates charged to Fowler shall not be in excess of the rate charged to any water customer of the City water system.

The City shall bill Fowler on or before the 1st day of each month for all water delivered hereunder for the preceding calendar month for the meter reading period ending during the preceding month. Payment shall be made by Fowler on or before the 20th day of each billing month.

6) During the term of this Agreement, the City agrees not to disconnect the water supply of Fowler so long as Fowler complies with Chapter 13.24 (Water System) of the Sumner Municipal Code.

7) All water purchased and delivered hereunder may be used or resold by Fowler for whatever purpose it deems fit or proper; provided, that, without the prior written consent of the City, Fowler shall not sell or distribute such water to customers outside of Fowler's present service area.

8) Fowler shareholders who desire to connect to the City water system shall be charged the hookup fees in effect on the date of the connection.

9) The amount of water supply shall not unfairly be limited by the City. The City shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to Fowler, and to avoid any shortage or interruption of delivery thereof. The City shall not be liable for any failure, interruption or shortage of water, or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of the City.

10) The City will endeavor to maintain a pressure of not less than seventy (70) pounds per square inch at the point of delivery specified herein, but assumes no responsibility or obligation with respect thereto.

11) In the event Fowler chooses to sell and receives a bona fide offer to purchase the water system during the term of this Agreement, if such offer to purchase shall be satisfactory to Fowler, Fowler agrees to give to the City the privilege of purchasing the water system at the price and on the terms of the offer so made, said privilege to be given by a written notice sent to the City by registered or certified mail requiring the City to accept it in writing and to sign a suitable form of contract of purchase within the period of thirty (30) days after the mailing of such notice. In the event of the failure of the City to accept such offer to purchase or sign such contract within the said period, then and in that event, the privilege to the City herein shall thereupon be null and void and Fowler shall be at liberty to sell the water system to another person, firm or corporation.

12) Fowler shall be exempt from maintenance and repair

costs on all supply lines (mains) between the City water system and the Fowler meter on 16th Street East and 136th Avenue East.

13) Without the prior written consent of the City, neither this Agreement nor any interest therein, nor any claim arising hereunder, shall be transferred or assigned by Fowler. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

CITY OF SUMNER

By: *Howard Johnson*  
Mayor

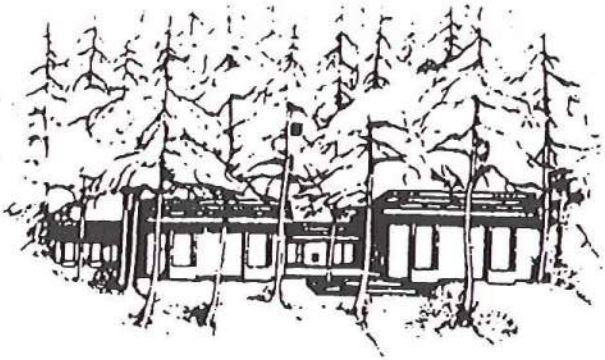
Attest:

*Kathleen L. Clayton*  
City Clerk

FOWLER MUTUAL WATER COMPANY

By: *Carl J. Heitsteman*  
President

By: *Jerry Morrison*  
Secretary



*The City of Bonney Lake*

P.O. Box 7380  
19306 Bonney Lake Boulevard  
Bonney Lake, Washington 98390  
(206) 862-8602

January 7, 1991

JAN 8 1991

Mr. Kenneth W. Kinared, Vice President  
Land Acquisition/Development  
Henderson Homes  
2223 - 112th Avenue N E  
P. O. Box 3866  
Bellevue, WA 98009

RE: Lakeland Hills Development Water Service

Dear Mr. Kinared:

I am writing this letter to confirm that the City of Bonney Lake is willing to serve the areas of your proposed development that lie within our water service area. Areas of your development that are outside our service area could be served by Bonney Lake if the service area boundary lines are adjusted.

The conditions for service from Bonney Lake would be per the findings in the study titled "Water System Master Plan for Future Development of Lakeland Hills North and Vicinity" dated May 21, 1990, revised June 29, 1990, revised September 5, 1990, performed by Gray and Osborne, Inc.

I hope that this addresses your concerns.

Sincerely,

Richard A. Meuschke  
Public Works Director



*The City of Bonney Lake*

---

P.O. Box 7380  
19306 Bonney Lake Boulevard  
Bonney Lake, Washington 98390  
(206) 862-8602

January 5, 1990

JAN 12 1990

Terry W. Ward  
Gray & Osborne, Inc.  
P. O. Box 2069  
Yakima, WA 98907

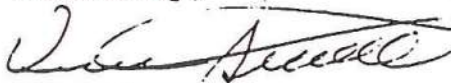
Dear Terry:

We have an executed Developer Agreement for the Lakeland Hills South which authorizes the City to proceed with the development of a Master Plan for Water Service to Lakeland Hills So., as well as an intertie with the City of Auburn.

The scope of work is as outlined in your letter of January 2, 1990, at a cost of \$9,515.69.

This letter will serve as your authority to proceed with this work on behalf of the City.

Sincerely,



Vern Strong  
Mayor

Attachment: G. & O. Letter of 1-2-90

cc: Ken Kinared/Henderson Homes

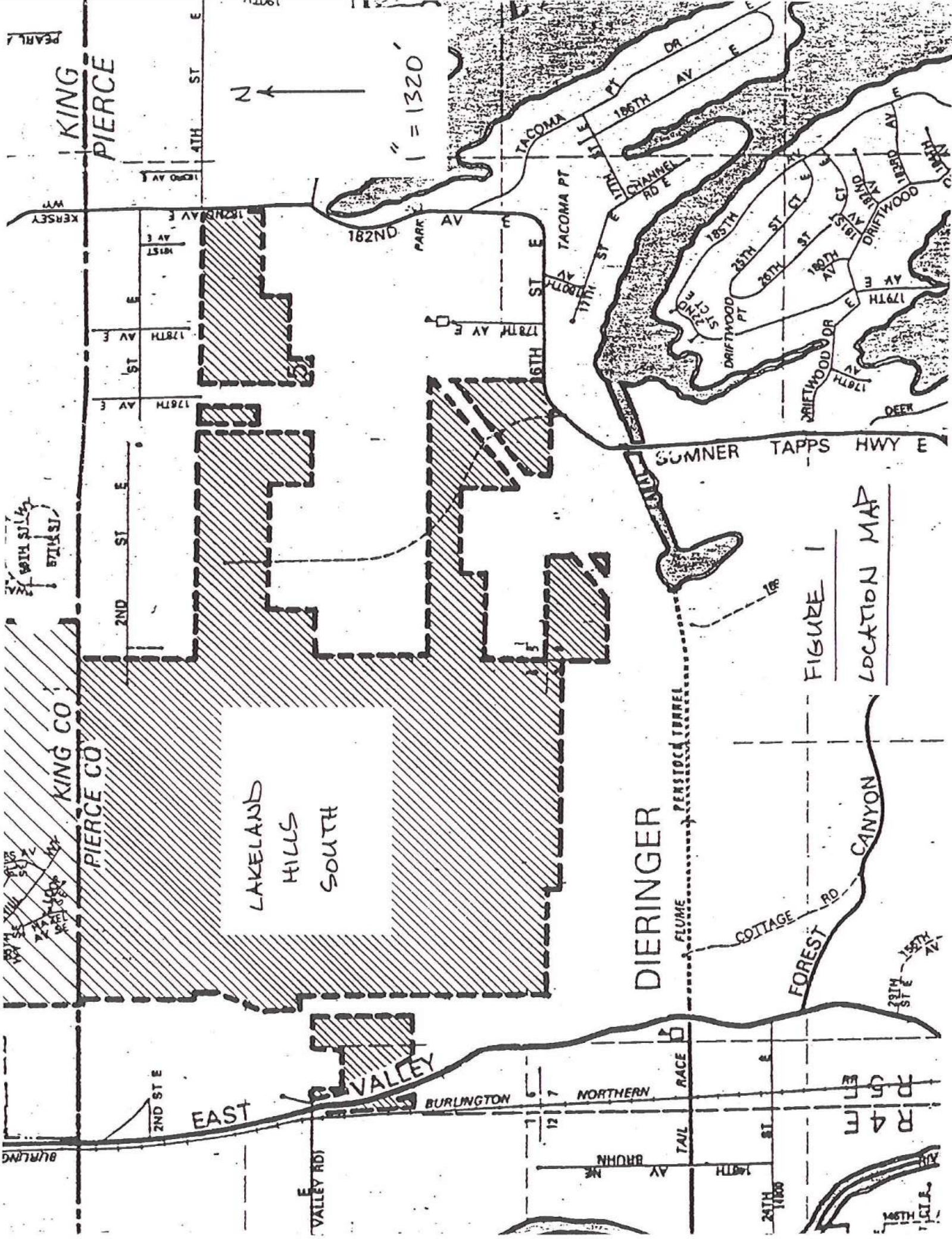


FIGURE 1  
LOCATION MAP

DIERINGER

LAKELAND  
HILLS  
SOUTH

KING  
PIERCE

KING CO  
PIERCE CO

1" = 1320'



**WATER SERVICE AGREEMENT**  
**Between**  
**FOWLER MUTUAL WATER COMPANY**  
**And**  
**CITY OF SUMNER, WASHINGTON**

**THIS AGREEMENT**, entered into this 2nd day of July, 2001 by and between **FOWLER MUTUAL WATER COMPANY** a non-profit corporation formed under the laws of the State of Washington (hereinafter, Fowler), and the **CITY OF SUMNER**, a municipal corporation organized under the laws of the State of Washington, (hereinafter, the City).

**WITNESSETH;** that

**WHEREAS**, Fowler is a mutual water company governed by the provisions of RCW 24.06 with approximately 34 members located in Pierce County, Washington, which serves the area legally described in **Exhibit "A"** which is attached hereto and incorporated herein by reference, said area and boundary is also set forth on the map attached hereto marked **Exhibit "B"** and by this reference incorporated herein; and

**WHEREAS**, Fowler incorporated on May 6, 1949 and filed articles of incorporation with the Secretary of State of the State of Washington and said articles are recorded in said office in book 447 at pages 314-318, Domestic Corporations. The purpose of the corporation is to provide adequate water service to its members and in so doing, to have the power to acquire all necessary facilities for the furnishing of water to its members, and

**WHEREAS**, the by-laws of the Fowler Mutual Water company provided for 80 shares. The source of water is a spring on the hillside above the West Valley Highway. This spring produces 15 gallons per minute that translates into 270 gallons per day per share, and

**WHEREAS**, The Fowler Mutual Water Company entered into an agreement with the City of Sumner, dated June 16, 1989, with a term of seven years from the effective date of June 1, 1991 for the City of Sumner to supply water to Fowler under certain conditions, and whereas Sumner has continued service to this date under the terms of the agreement, and

**WHEREAS**, the City of Sumner annexed the north Sumner area in 1995 that includes all of the service area of the Fowler Mutual Water Company except the area west of the West Valley Highway and the shareholders and customers living on the north side of 16<sup>th</sup> Street East, east of Manke Lumber, that lie within the Urban Growth Area (UGA) of Sumner. The area west of the West Valley Highway lies within the incorporated limits of Edgewood, and

**WHEREAS**, all the parcels within the Fowler Mutual Water Company and within the city limits and the UGA of Sumner are zoned M-1, industrial and many of these property owners

desire to develop their property and the existing water service is inadequate to meet the needs of that development,

**WHEREAS**, the Board of directors of Fowler believe it to be in the best interest of Fowler's members to receive direct water service from the City which will improve their fire protection service and respond to the concerns that will arise in the future, including meeting supply and storage needs and addressing new water quality standards, and

**WHEREAS**, the City has conducted a study of the water service needs, which survey indicated that it is feasible for the City to provide such service within the framework of the City's exiting ordinances for water service; and the City has evaluated the existing distribution system of Fowler and finds it has no value as a part of the City's water distribution system and that all new mains and services need to installed to serve the Fowler service area.

**NOW, THEREFORE**, for and in consideration of the mutual benefits to be derived, it is now agreed as follows:

- 1.) Fowler will transfer by bill of sale its water system with appurtenances, and transfer its records, billing accounts, and plans/drawings of the system.
2. All accounts receivable of Fowler shall by this agreement be assigned to the City on the date of closing. Any adjustments to an account based on credits due a member shall be the responsibility of Fowler. Fowler shall provide the city with its membership account information
- 3.) Fowler will take whatever action is appropriate and permitted by law to transfer its easements, permits and franchises to the City.
- 4.) The City shall provide service in accordance with Chapter 13.24 of the Sumner Municipal Code (herein "SMC") as now enacted or as may be later amended, subject to all terms and conditions thereof, within the area described in **Exhibit B**.
- 5.) Sumner has issued permits to developers of land within Fowler, with Fowler's permission, east of the Union Pacific Railroad between 24<sup>th</sup> Street E. and 16<sup>th</sup> Street E. to the Stuck River. As a condition of development, new water mains will be installed to serve these developments and the existing customers of Fowler. Services will be installed to the property line for all properties and customers of Fowler and their services will be reconnected to the new system.
- 6.) Sumner has formed Utility Local Improvement District No. 73 by Ordinance 1948, on March 19, 2001 to finance the installation of new water mains to all properties located west of the UPRR. Upon completion of this project, all existing customers of Fowler will be reconnected to the new mains.



- 7.) The City shall furnish water to the members of Fowler in accordance with the rates set from time to time by ordinance for all customers directly served inside or outside the City.
- 8.) In consideration for the expense of constructing new water services and meters for 54 customers, Fowler will deed to the City the one-acre parcel of land, parcel No. 04-20-11-5-001 by warranty deed together with any structures and improvements and the water rights to the spring. The warranty deed is attached as **Exhibit "C"**. The ingress/egress easement to access the property from West Valley Highway is attached as **Exhibit "D"**.
- 9.) Sumner shall furnish each Fowler customer a packet of information at the time of transfer that includes the current water rates and the terms of service and general information such as names and phone number of people within the city to call regarding water service questions.
- 10.) Sumner and Fowler mutually agree to execute a, "Change in Service Area Boundary" and file said agreement with the Water Programs Division of the Department of Public Works of Pierce County for a change in the Coordinated Water System Plan. Said agreement letter and map are attached as **Exhibit "E"** and incorporated herein by this reference.
- 11.) The City's Water Utility operating personnel and equipment shall be made available to render ordinary and emergency and repair on the same basis and to the same standards enjoyed by all other customers of the utility.
- 12.) Any future water connections to properties within the Fowler service area and/or to shareholders of Fowler after execution of this agreement, except as set forth in paragraph 8 of this agreement, shall be in accordance with the SMC including the cost of permits, construction of services and system development fees.
- 13.) Members of Fowler shall not be subjected to special charges or assessments for upgrading the system, provided that the City is not precluded from creating local improvement districts in accordance with State Law.
- 14.) The transfer of Fowler's water system and properties is governed by the provisions of Chapter 24.06 RCW. In authorizing its officers to enter into this agreement, the Board of Directors of Fowler agrees to approve of this agreement and to submit it to a vote of its members. This agreement shall not be effective unless and until approved by the membership of Fowler.
- 15.) It is understood that at such time as Fowler transfers its assets to City as set forth in paragraph 1 and 8, it may not have any assets to respond to any claims or liabilities except those cover by insurance. Fowler will carry general comprehensive liability insurance coverage (with occurrence type coverage) up to the transfer effective date (assuming transfer is approved by its membership), and will continue to carry directors and officers insurance coverage (a claim made type policy) until such time as the

applicable statutes of limitations has run on any potential claims. It is the City's position that this being strictly as asset transfer, City is not liable of any claims against Fowler or its officers or employees that resulted from any action or occurrence prior to the transfer effective date. Any and all claims of potential claims (in excess of \$1,000 and \$10,000 aggregate) against Fowler shall be identified in its financial statement, a copy of which shall be provided to City at least 10 days prior to City's taking this agreement to the Sumner City Council for approval.

- 16.) The City shall not be responsible for the application of any funds or assets of Fowler from whatever source derived, except as otherwise expressly stated in this agreement from whatever source derived, except as otherwise expressly stated in this agreement, nor for any tax liability or any sort assessed or levied thereon or arising out of the transactions and/or conveyances contemplated or required by this agreement except as provided herein.
- 17.) Parties agree and stipulate that in the event any litigation should occur concerning or arising out of this contract, the sole venue of any legal action shall be the Superior Court of the State of Washington for Pierce County and the interpretation of the terms of the contract shall be governed by the laws of the State of Washington.
- 18.) Fowler shall, upon closing this agreement, permanently discontinue business and service to said area as a water company, and dissolve as may be appropriate. This agreement shall take effect on the next ensuing business day after closing.
- 19.) In consideration for repair work and general operation of the Fowler system in 2001, Fowler will submit to the City all remaining funds after all bills are paid, but no later than 90 days after execution of this agreement.
- 20.) Each party will designate two persons to be a part of a Transition Team whose duties will be as follows: monitor the implementation process, deal with any unanticipated infrastructure issues, and facilitate customer communications.
- 21.) Closing shall be no later than **June 29, 2001**, unless extended by agreement of the parties.

Date this 7th day of JUNE, 2001

**Fowler Mutual Water Company**

By: Cal Hesterman  
President, Fowler Mutual Water Company

ATTEST:

City of Sumner

By: Barbara Skinner  
Barbara Skinner, Mayor of the City of Sumner

Andrew Heiditz  
Andrew Heiditz, City Administrator

Pat Bosman  
City Attorney

Notary for President of Fowler

20th of June 2001  
Arlene J. Petersen  
State of Washington  
City of Sumner



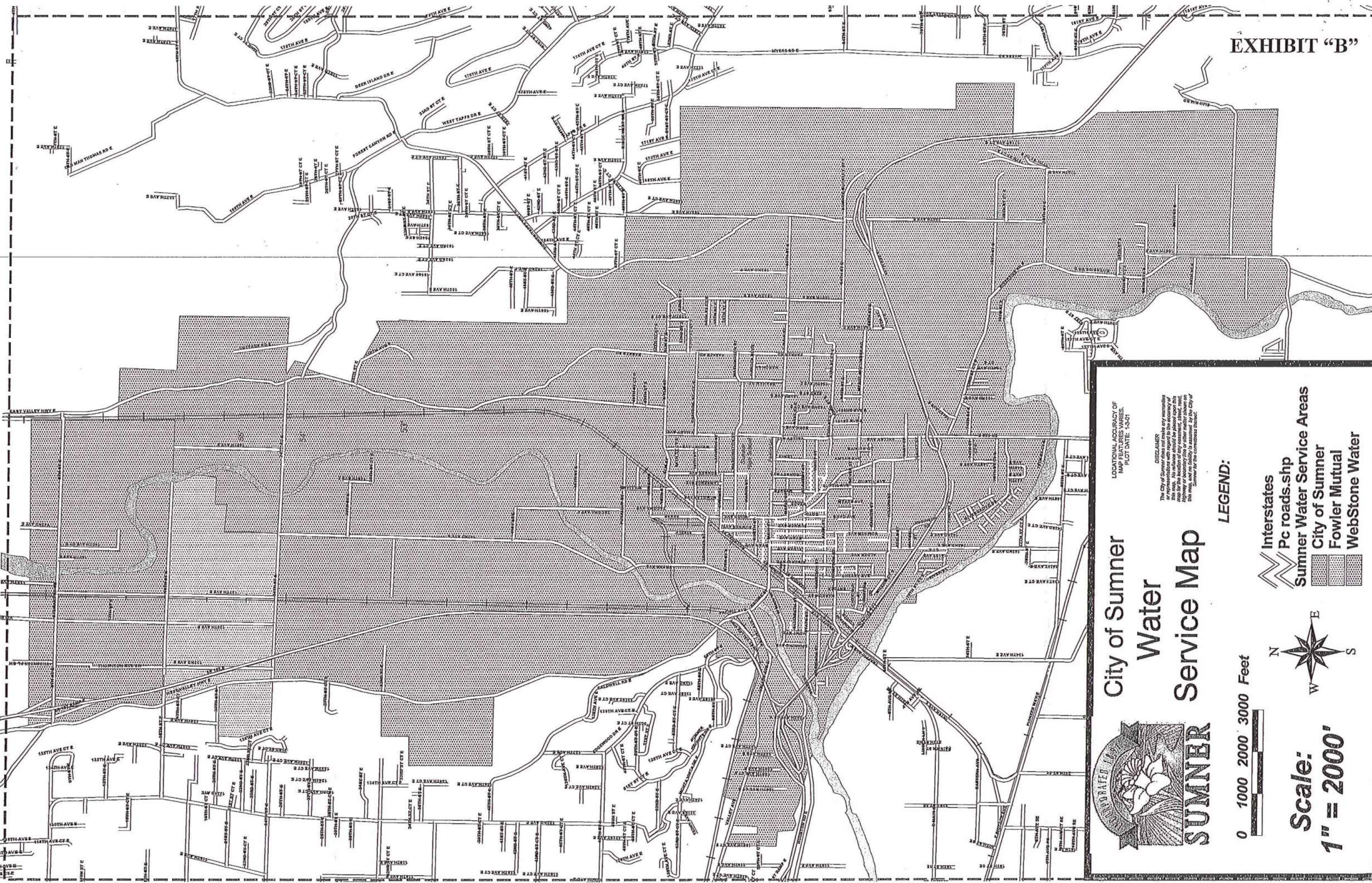
***EXHIBIT A***

**FOWLER MUTUAL WATER COMPANY LEGAL DESCRIPTION**

THOSE PORTIONS OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 05 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 16<sup>TH</sup> STREET EAST AND THE WEST BANK OF THE WHITE/STUCK RIVER, THENCE SOUTHERLY ALONG THE SAID WEST BANK TO SOUTH RIGHT-OF-WAY LINE OF 24<sup>TH</sup> STREET EAST, THENCE WESTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY LINE TO THE WEST RIGHT-OF-WAY LINE OF WEST VALLEY HIGHWAY, THENCE NORTHERLY ALONG THE SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, THENCE WESTERLY ALONG THE SAID SOUTH LINE TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT # 8103040136, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 20<sup>TH</sup> STREET EAST EXTENDED TO THE WEST RIGHT-OF-WAY LINE OF WEST VALLEY HIGHWAY, THENCE NORTHERLY ALONG THE SAID WEST RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 16<sup>TH</sup> STREET EAST, THENCE EASTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

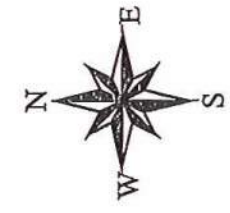
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.



# City of Sumner Water Service Map



Scale:  
1" = 2000'



**LEGEND:**

- Interstates
- Pc roads.shp
- Sumner Water Service Areas
- City of Sumner
- Fowler Mutual
- WebStone Water

LOCATIONAL ACCURACY OF  
MAP FEATURES VARIES.  
PLOT DATE: 1-3-01

DISCLAIMER  
The City of Sumner does not make any warranties  
of accuracy or reliability in the accuracy of  
this map. No liability is assumed by the City of  
Sumner for the location of any easements, street, road,  
highway or boundary line or other matter shown on  
this map. The City of Sumner is not responsible for  
any errors or omissions in this map.



RECEIVED

RESOLUTION NO. 1045

SEP 11 2001  
CITY OF SUMNER, WASHINGTON

**CITY OF SUMNER**

A RESOLUTION DECLARING INTENT TO SUPPORT THE CITY OF PACIFIC'S ASSUMPTION OF THE WEBSTONE WATER DISTRICT AND THE SUBSEQUENT TRANSFER OF THE DISTRICT'S SERVICE AREA IN SUMNER AND SUMNER'S URBAN GROWTH AREA TO THE CITY OF SUMNER.

WHEREAS, the Webstone Water District currently provides water utility service to property within the City of Pacific, within portions of unincorporated Pierce County, and within the City of Sumner; and

WHEREAS, the City of Pacific has annexed at least sixty percent (60%) of the assessed valuation of the real property lying within the service area of the Webstone Water District; and

WHEREAS, the City of Pacific is authorized by Chapter 35.13A RCW to assume jurisdiction and ownership of a water district's responsibilities, properties, facilities and equipment, and

WHEREAS, the City of Pacific is authorized by Chapter 35.13A RCW to assume that portion of a water district within another city's boundaries with the approval of the other city containing part of such district; and

WHEREAS, the City of Sumner will support the City of Pacific serving those Webstone connections within the City of Sumner at the time the City of Pacific assumes the entire Webstone Water District; with the understanding that the area in Sumner's UGA will be subsequently transferred upon Sumner's annexation of that area, and

WHEREAS, Webstone Water District has been unable to secure sufficient supply to serve additional connections within its service areas, and

WHEREAS, it is in the best interest of the City of Sumner to provide its own water service to the entire City of Sumner and its urban growth area,

NOW THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF SUMNER, WASHINGTON**

**SECTION 1. Declaration of Intent.** The City Council finds that it is in the best interests of the citizens of the City of Sumner that, pursuant to Chapter 35.13A RCW, the City of Pacific assumes jurisdiction and ownership over the entire Webstone Water District's service area, and dissolves the District, with the understanding as outlined in the attached Memorandum of Agreement that the areas in Sumner and its urban growth area be subsequently transferred to the City of Sumner. The City Council hereby

declares Sumner's intent to assume such jurisdiction after the City of Pacific has assumed the entire water district and the Webstone Water District is dissolved..

**SECTION 2. Authorization.** The City Council authorizes the Mayor to sign the attached Memorandum of Agreement outlining the provisions of the distribution of the Webstone Water District service area between the City of Sumner and the City of Pacific.


**ADOPTED AND APPROVED** this 4<sup>th</sup> day of September, 2001.



Mayor

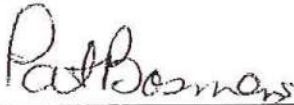
City of Sumner

Attest:



City Clerk

Approved as to form:



Patricia Bosmans, City Attorney





## CITY HALL

1104 Maple Street • Sumner, Washington 98390-1423  
253.863.8300 • Fax: 253.863.2850 • [www.ci.sumner.wa.us](http://www.ci.sumner.wa.us)

### MEMORANDUM OF AGREEMENT

In the matter of the City of Pacific's intention to assume the Webstone Water District as set forth in Ordinance No. 1506 adopted by the City of Pacific on August 13, 2001, the City of Pacific and the City of Sumner agree to the following:

The City of Sumner agrees as follows:

1. Sumner will continue to serve the Webstone Water System under the same terms and conditions as it does presently after the City of Pacific assumes the District until Sumner annexes its North Urban Growth Area and completes the physical disconnection of the systems and constructs emergency interties between the two systems. (Time Frame - January, 2002 to March, 2002)
2. Sumner will drop its lawsuit against the Webstone Water District upon the assumption of the Webstone Water District by the City of Pacific and forego any claims Sumner may have against Webstone except any outstanding water bills for water delivered to the system by Sumner. Sumner shall keep Pacific informed of any delinquency of payment to Sumner by Webstone in the interim. (Time Frame - October, 2001)
3. The interconnection at 16th Street E. (Nyberg) and 136th Ave. E. (Valentine) shall remain as an emergency intertie. Any improvements made to the intertie as mutually agreed to by both party shall be borne equally by the parties. (Time Frame - January, 2001)
4. Sumner shall be responsible and bear all costs incurred in separating the systems in the vicinity of Stewart (8th Street E.) and Butte upon assuming that portion of the Webstone Water District system from Pacific lying within the newly annexed area (North Sumner UGA) including the construction of additional mains to reconnect loops of that portion of the system owned and operated by Pacific. (Time Frame - December, 2001 to February, 2002)
5. An 8-inch emergency intertie shall be constructed in the vicinity of Stewart (8th St. E.) and Butte Avenue. All costs associated with the intertie shall be borne equally by both parties. (Time Frame - January, 2002 to March, 2002)

The City of Pacific agrees as follows:

1. Pacific shall pursue the assumption of the Webstone Water District. (Time Frame - August, 2001 to October, 2001)
2. Pacific shall, by resolution, transfer that portion of the Webstone Water system and the service area lying within the Sumner North UGA to Sumner upon Sumner's annexation of its UGA. at no cost.(Time Frame - November, 2001 to February, 2002)
3. Pacific agrees to relinquish the service area and customers lying south of 16th Street E. and presently served by Webstone to Sumner at no cost when Sumner has completed construction of new water mains under U.L.I.D. No. 74. (Time Frame - December 2001, to January, 2002)

Both parties to this agreement fully support the efforts of the other in assuming the Webstone Water District system and their responsibility in providing a full service water utility to their respective residents/property owners.



\_\_\_\_\_  
Mayor Barbara Skinner  
City of Sumner

\_\_\_\_\_

\_\_\_\_\_  
Mayor Howard Erickson  
City of Pacific

9-5-01  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

In the matter of the City of Pacific and the City of Sumner supplying water and serving their respective customers of the assumed Webstone Water District system the parties agree to the following upon dissolution of the Webstone Water District as provided in Chapter 35.13A.080 RCW:

The City of Pacific will transfer by bill of sale that portion of the water distribution system of Webstone that lies within the boundaries of the City of Sumner and provide a list of the customers, service meter information, As-Builts and other documents of the dissolved District that pertain to the Sumner portion of the system within 10 days after dissolution.

Upon dissolution of the District, Sumner and Pacific shall begin the actual construction work of disconnecting the system into two system as set forth in the Memorandum of Agreement, dated September 5, 2001, within 15 days and shall complete the work within 90 calendar days.

Until the above process of separating the system is complete, Sumner shall read the service meters of its new customers and deduct the amount consumed by their customers from the amount billed Pacific as set forth in Item No. 1 of the September 5, 2001 Memorandum of Agreement.

Upon completion of the separation of the system, the two emergency interties will be metered and used to supply water, and particularly fire flows to Pacific until Pacific has completed construction of its new water reservoir, but for a term not to exceed two years. For this service, Sumner shall be paid \$1.25 per each hundred cubic feet of water delivered and a monthly fee of \$2,000 for standby fire flow. These rates will be increased by 4% on January 1<sup>st</sup> of each year. When the new Pacific water reservoir is on-line, the two connections will revert to emergency interties as required by the Department of Health.



CITY OF PACIFIC,  
WASHINGTON  
ORDINANCE NO. 1518

RECEIVED  
CITY OF PACIFIC  
MAY 8 2002  
COMMUNITY DEVELOPMENT  
PUBLIC WORKS DEPT.

AN ORDINANCE ASSUMING JURISDICTION AND OWNERSHIP OVER THE WEBSTONE WATER DISTRICT'S SERVICE AREA, ASSETS, FACILITIES, RESPONSIBILITIES, PROPERTY, AND EQUIPMENT AND TO DISSOLVE THE DISTRICT; AUTHORIZING THE MAYOR TO SEEK TO ENJOIN THE DISTRICT FROM DISSIPATION OF ASSETS; AND DIRECTING THE MAYOR TO TAKE THE NECESSARY STEPS TO PROCEED WITH DISSOLUTION OF THE DISTRICT.

**WHEREAS**, the Webstone Water District currently provides water utility service to property within the corporate limits of the City of Pacific, within portions of unincorporated Pierce County, and within the City of Sumner; and

**WHEREAS**, at least sixty percent (60%) of the assessed valuation of the real property lying within the service area of the Webstone Water District is within the City of Pacific; and

**WHEREAS**, the City of Pacific is authorized by Chapter 35.13A RCW to assume jurisdiction and ownership of a water district's responsibilities, properties, facilities and equipment within or without of the City's boundaries, and to contract with respect to the rights, powers, duties and obligations of the City and a water district with regard to the use and ownership of property, the provision of services, the maintenance and operation of facilities, the application and use of assets, the disposition of liabilities and debts, the performance of contractual obligations, and other matters arising out of the inclusion, in whole or in part, of the water district within the City; and

**WHEREAS**, the City of Pacific is authorized by Chapter 35.13A RCW to assume that portion of a water district within another city's boundaries with the approval of the other city containing part of such district; and

**WHEREAS**, the City of Pacific has determined it has sufficient capacity and infrastructure to serve additional connections within the Webstone Water District; and

**WHEREAS**, the City of Pacific conducted an environmental review of the proposal as required by the State Environmental Policy Act and issued a Determination of Nonsignificance ("DNS") which became final upon August 7, 2001; and

**WHEREAS**, the Cities of Pacific and Sumner have entered into a Memorandum of Agreement for the service of those Webstone connections within the City of Sumner's corporate limits upon the City of Pacific's assumption of the Webstone Water District; and

**WHEREAS**, the City Council has reviewed these analyses and the DNS, and has determined to proceed with the assumption and dissolution of the Webstone Water District pursuant to Chapter 35.13A RCW; and

**WHEREAS**, the City filed an Intent to Assume the Webstone Water District with the Pierce County Boundary Review Board as required by RCW 36.93.090(2); and

**WHEREAS**, after public hearing on the matter, the Pierce County Boundary Review Board by unanimous opinion approved the proposal by oral vote on February 25, 2002; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Declaration of Intent.** The City Council finds that it is in the best interests of the citizens of the City of Pacific that, pursuant to Chapter 35.13A RCW, the City assume jurisdiction and ownership over the entire Webstone Water District's service area, assets, facilities, responsibilities, property, and equipment, and dissolve the District.

**SECTION 2. Assumption.** Pacific hereby assumes jurisdiction and ownership of the Webstone Water District's service area, assets, facilities, responsibilities, property, and equipment, all pursuant to its authority under Chapter 35.13A RCW. Such assumption shall include, but not be limited to, the rights, powers, duties and obligations of the District with regard to the use and ownership of property, the provision of services, the maintenance and operation of

facilities, the application and use of assets, the disposition of liabilities and debts, and the performance of contractual obligations.

**SECTION 3. Authorization to File an Injunction & Restraining Order.** The Mayor or his designee is authorized to seek an injunction in Superior Court for Pierce County, seeking to enjoin Webstone Water District, and agents and employees, from taking any action which would result in the District incurring additional liabilities, dissipating existing assets, other than those actions required in the normal course of district operations, pending a final written decision by the Pierce County Boundary Review Board.

**SECTION 4. Dissolution.** Upon receipt of final written approval for the assumption from the Pierce County Boundary Review Board, the Mayor or his designee is directed to initiate dissolution of the Webstone Water District and to execute any necessary documents, petitions and court pleadings required to accomplish dissolution pursuant to RCW 35.13A.080.

**SECTION 5. Effective Date.** This ordinance, as a public emergency ordinance necessary for the protection of the public health, safety, and welfare, shall take effect and be in full force immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 4<sup>TH</sup> DAY OF MARCH, 2002.

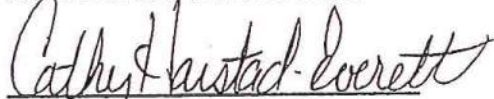
CITY OF PACIFIC



Howard Erickson, Mayor

City of Pacific

ATTEST/AUTHENTICATED:



Cathy Harstad-Everett, City Clerk

Approved as to form:

\_\_\_\_\_  
Bruce Disend, City Attorney

Filed with the City Clerk: 2.26.02

Passed by the City Council: 3.4.02

Ordinance No. 1518

Date of Publication:

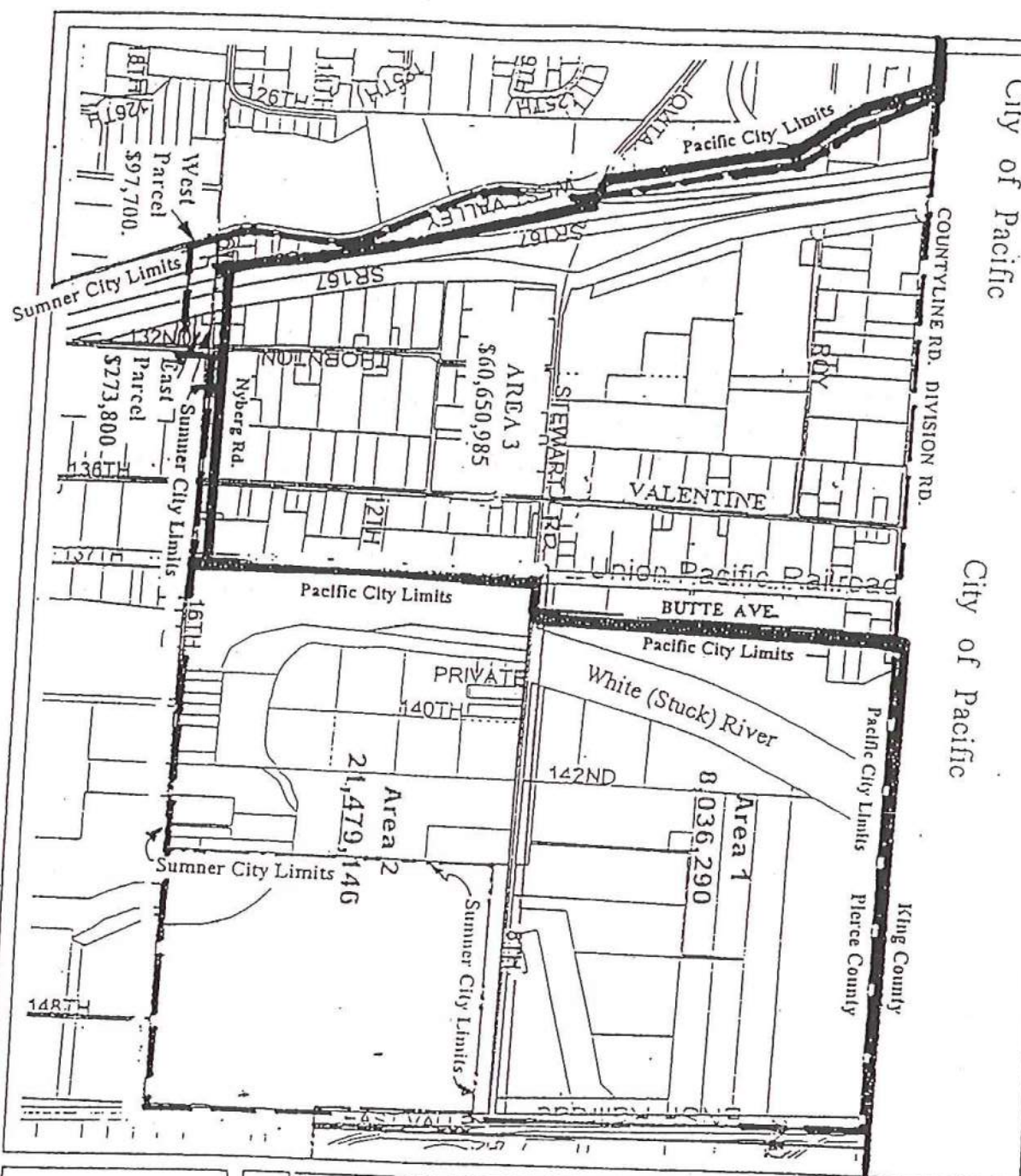
RECEIVED  
CITY OF PACIFIC  
MAY 30 2002  
COMMUNITY DEVELOPMENT  
PUBLIC WORKS DEPT.

---

Beginning at the intersection of the north line of Section 1, Township 20 North, Range 4 East, W. M. and the west line of Northern Pacific Railroad right-of-way; thence south along said west line of right-of-way to the east line of Section 1; thence south along said east line to the southeast corner of said Section 1, thence west along the south line of Section 1 and Section 2 to the northerly extension of the east line of Block 67, Pacific City Division No. 4; thence south to the southeast corner of Lot 1 of said Block 67, thence west to the southwest corner of Lot 2, Block 67; thence northerly along the east margin of Valley Avenue to the north line of Section 2, Township 20 North, Range 4 East, W.M.; thence east along the north line of Section 2 and Section 1 to the point of beginning.

RECEIVED  
 JUL 18 2001  
 CITY OF PACIFIC  
 COMMUNITY DEVELOPMENT  
 PUBLIC WORKS DEPT.

CITY OF PACIFIC / WEBSTONE WATER DISTRICT ASSESSED VALUATIONS



MAP LEGEND

AREA	\$	%
AREA 1	8,036,290	8.9
AREA 2	21,479,146	23.8
AREA 3	60,560,985	67.2
TOTAL	90,076,421	99.9

- Railroads
- Street Centerline
- Public
- Private
- Webstone Water District Boundary
- Summer City Limits
- Pacific City Limits



7/19/01 *SPD*

Scale 1:14000

THIS IS NOT A SURVEY  
 We assume no liability.  
 Assessor's use only.  
 17:21 Jul 17, 2001  
 Pierce County  
 Assessor-Treasurer



**CITY OF SUMNER AND MOUNTAIN VIEW – EDGEWOOD WATER COMPANY  
WATER SERVICE AREA AGREEMENT**

This agreement made and entered into this 5<sup>TH</sup> day of MARCH, 2009, by and between the City of Sumner, Washington, a municipal corporation for and in behalf of its Water Utility and the Mountain View-Edgewood Water Company, witnesseth, that;

WHEREAS, the City of Sumner and the Mountain View-Edgewood Water Company are both in the business of providing water service to customers within their respective service areas or/as authorized by the Pierce County Coordinate Water System Plan, and:

The authority for this Agreement is granted by the Public Water System Coordination Act of 1977, Chapter 70.116 RCW.

WHEREAS, such an Agreement is required in WAC 246-293-250, Service Area Agreements-Requirement, of the Public Water System Coordination Act; and,

WHEREAS, designation of retail water service area, together with the cooperation of utilities, will help assure that time, effort, and money are best used by avoiding unnecessary duplication of service; and,

WHEREAS, definite future service areas will facilitate efficient planning for, and provision of, water system improvements within Pierce County as growth occurs; and,

WHEREAS, definite retail and wholesale utility planning areas will help assure that water reserved for public water supply purposes within Pierce County will be utilized in the future in an efficiently planned manner,

NOW THEREFORE, in consideration of the mutual benefits to be derived,

The undersigned utilities acknowledge that the map(s) identifying their service area boundaries, dated MARCH 4<sup>TH</sup>, 2009, and included as Attachment A to this Agreement, identify the water system's future service area.

IT IS FURTHER UNDERSTOOD that both the City of Sumner and the Mountain View-Edgewood Water Company have or will have, water system facilities near or adjacent to the boundary shown in Attachment A. The facilities, if compatible, may be interconnected so as to be mutually beneficial to both parties of this Agreement. The City of Sumner agrees that after the completion of such interconnection, if the Mountain View-Edgewood Water Company needs additional water in the Mountain View-Edgewood Water Company service area that can be supplied by the Sumner system, the City of Sumner will make water available to the Mountain View-Edgewood Water Company. The Mountain View-Edgewood Water Company agrees that after the completion of such interconnection, if the City of Sumner needs additional water in the Sumner service area that can be supplied by the Mountain View-Edgewood Water Company system, the Mountain View-Edgewood Water Company will make water available to the City of Sumner.

IT IS FURTHER AGREED that if either the Mountain View-Edgewood Water Company or the City of Sumner requests water from the other Water Purveyor, water will be made available only to the extent that water is available and at rates to be established at the time of connection. It is understood that only excess water from either system will be available to the other Water Purveyor and only for emergency conditions. Neither the City of Sumner, nor the Mountain View-Edgewood Water Company will be liable to the other for the failure to supply water pursuant to this agreement at any point in time.

IT IS FURTHER AGREED that each party in this agreement shall construct, at its own cost, or by the costs established in a separate agreement, the facilities necessary to provide the interconnection, but the interconnection shall not be made operative until each party agrees to the final operating procedures. This agreement shall remain in full force and in effect until terminated by either party upon not less than one year advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first herein stated.

MOUNTAIN VIEW-EDGEWOOD WATER CO.

CITY OF SUMNER

by: Marc Marcantonio  
Title GENERAL MANAGER

By: Paul S. Eubank  
Mayor

Attest:

M. King  
Title FIELD MANAGER

Terri Berry  
City Clerk

Wesley Perry  
Director, Public Works

Approved as to form and legality:

brw  
City Attorney

ATTACHMENT A

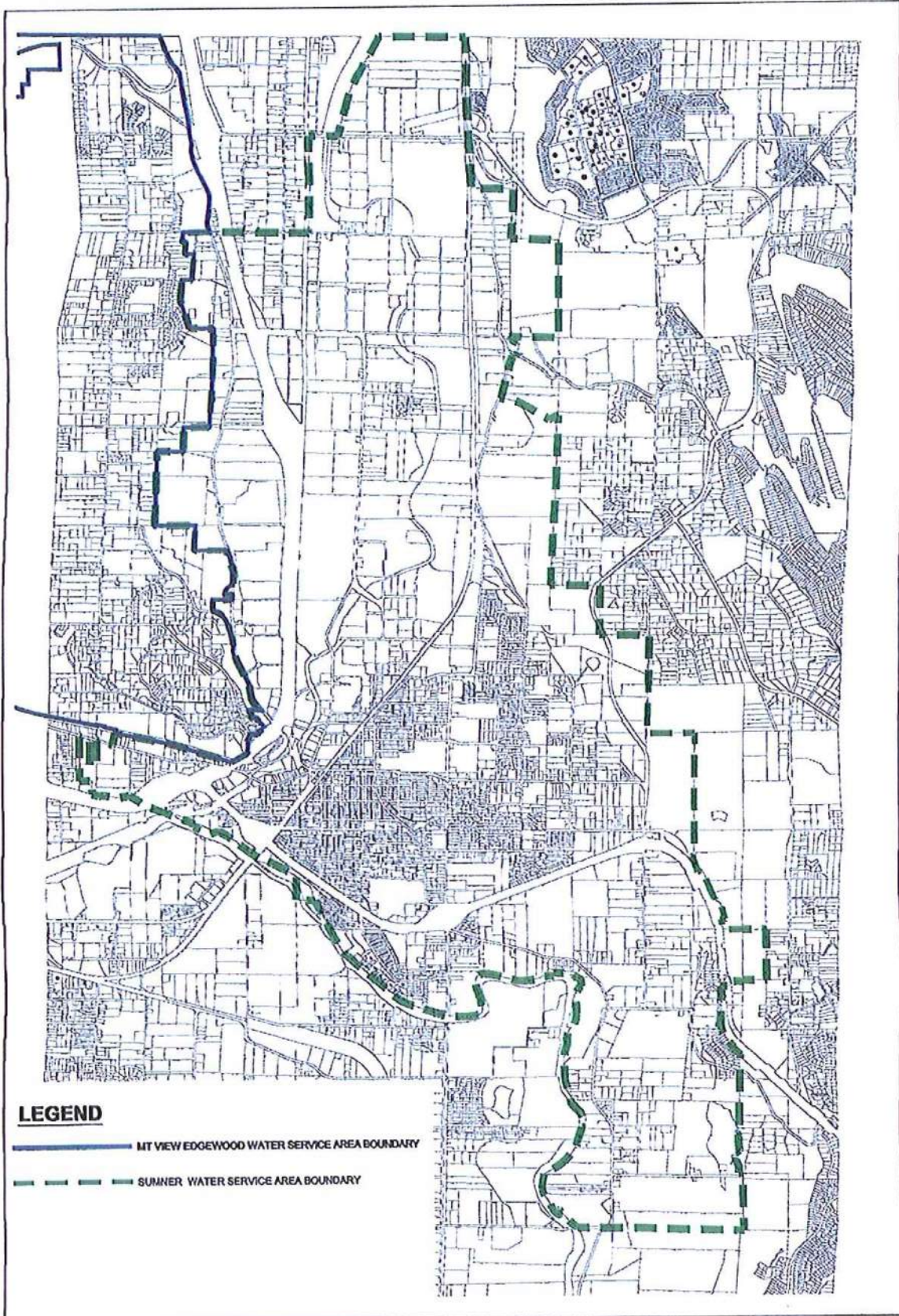
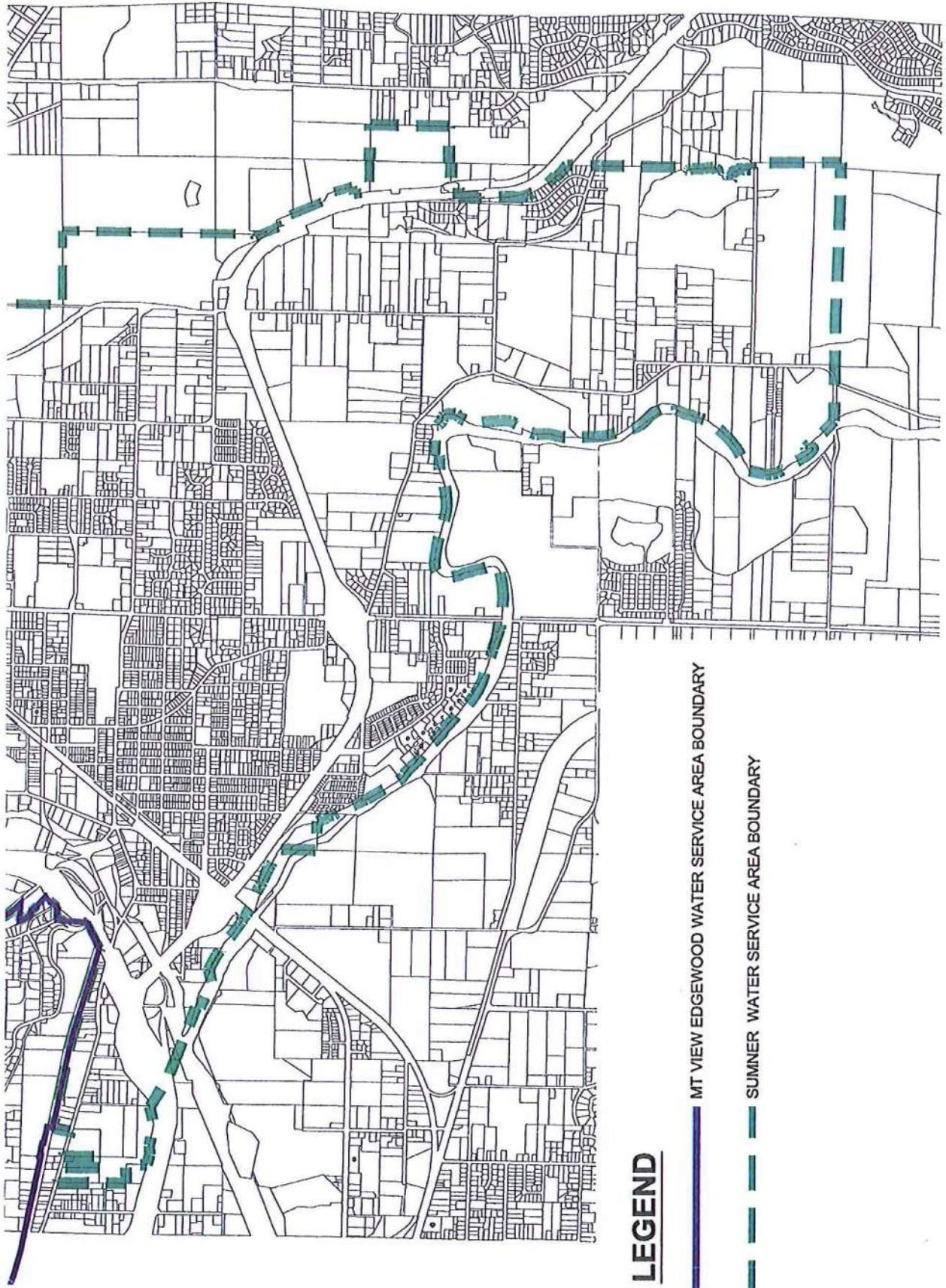


Figure 1  
City of Sumner - Mt. View Edgewood Water Co.  
Common Water Service Area Boundary

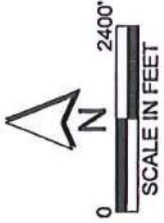


**LEGEND**

— MT VIEW EDGEWOOD WATER SERVICE AREA BOUNDARY

- - - SUMMER WATER SERVICE AREA BOUNDARY

Parametrix DATE: 03/04/09 11:34am FILE: Summer-Mt View Edgewood WSB



**Figure 1**  
**City of Summer - Mt. View Edgewood Water Co.**  
**Common Water Service Area Boundary**

## WATER SERVICE AREA AGREEMENT

This agreement made and entered into this 21st day of July, 1987, by and between the City of Puyallup, Washington, a municipal corporation for and in behalf of its Water Utility and the City of Sumner, Washington, a Municipal Corporation for and in behalf of its Water Utility, witnesseth, that;

WHEREAS, the City of Puyallup and the City of Sumner, are both in the business of providing water service to customers within their respective service areas or/as authorized by the Pierce County Coordinate Water System Plan, and;

The authority for this Agreement is granted by the Public Water System Coordination Act of 1977, Chapter 70.116 RCW.

WHEREAS, Such an Agreement is required in WAC 248-56-730, Service Area Agreements-Requirement, of the Public Water System Coordination Act; and,

WHEREAS, Designation of retail water service area, together with the cooperation of utilities, will help assure that time, effort, and money are best used by avoiding unnecessary duplication of service; and,

WHEREAS, Definite future service areas will facilitate efficient planning for, and provision of, water system improvements within Pierce County as growth occurs; and,

WHEREAS, Definite retail and wholesale utility planning areas will help assure that water reserved for public water supply purposes within Pierce County will be utilized in the future in an efficiently planned manner,

NOW THEREFORE, in consideration of the mutual benefits to be derived,

The undersigned utilities acknowledge that the maps identifying their retail service area boundaries, dated June 25, 1987, and included as Attachment A to this Agreement, identify the water system's future service area.

It is understood that utilities may initially continue existing water service within the boundaries of neighboring utilities, service area boundary hereof. Such common service areas, if they exist, are described in Attachment B to this agreement. The undersigned parties agree that any water line for retail service extending outside of the retail service area boundary, shall ultimately be phased out and service transferred to the designated adjacent utility on an economic basis or by mutual agreement. The terms of the transfer of a common service area shall be established in a separate agreement.

If, at some time in the future it is in the best interest of the undersigned parties to make service area boundary adjustments, such modifications must be by written concurrence of all involved utilities and the proper legislative authority(ies), and must be noted and filed with the designated Pierce County lead agency and D.S.H.S.

IT IS FURTHER AGREED that both the City of Puyallup and the City of Sumner have or will have, water system facilities near or adjacent to the above described boundary. The facilities, if compatible, may be interconnected so as to be mutually beneficial to both parties of this agreement. The City of Puyallup agrees that after the completion of such interconnection, if the City of Sumner needs additional water in the City of Sumner service area that can be supplied by the Puyallup system, the City of Puyallup will make water available to the City of Sumner. The City of Sumner agrees that after the completion of such interconnection, if the City of Puyallup needs additional water in the Puyallup service area that can be supplied by the City of Sumner system, the City of Sumner will make water available to the City of Puyallup.

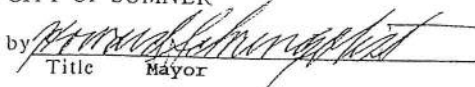
IT IS FURTHER AGREED that if either the City of Sumner or the City of Puyallup requests water from the other Water Purveyor, water will be made available only to the extent that water is available and at rates to be established at the time of the connection. It is understood that only excess water from either system will be available to the other Water Purveyor and only for emergency conditions. Neither the City of Puyallup, nor the City of Sumner will be liable to the other for failure to supply water pursuant to this agreement at any point in time.

C-88-0418

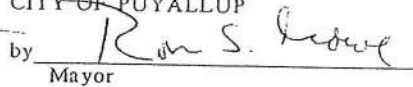
IT IS FURTHER AGREED that each party in this agreement shall prepare, at its own cost, or by costs established in a separate agreement, the facilities necessary to provide the interconnection, but the interconnection shall not be made operative until each party agrees to the final operating procedures. This agreement shall remain in full force and effect until terminated by either Party upon not less than one year advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first herein stated.

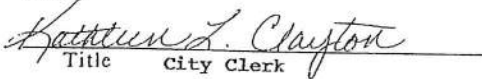
CITY OF SUMNER

by   
Title Mayor

CITY OF PUYALLUP

by   
Mayor

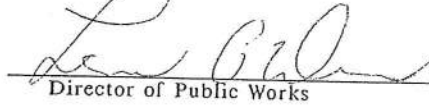
Attest:

  
Title City Clerk

  
City Clerk

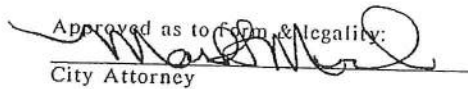
Approved:

  
Title City Attorney

  
Director of Public Works

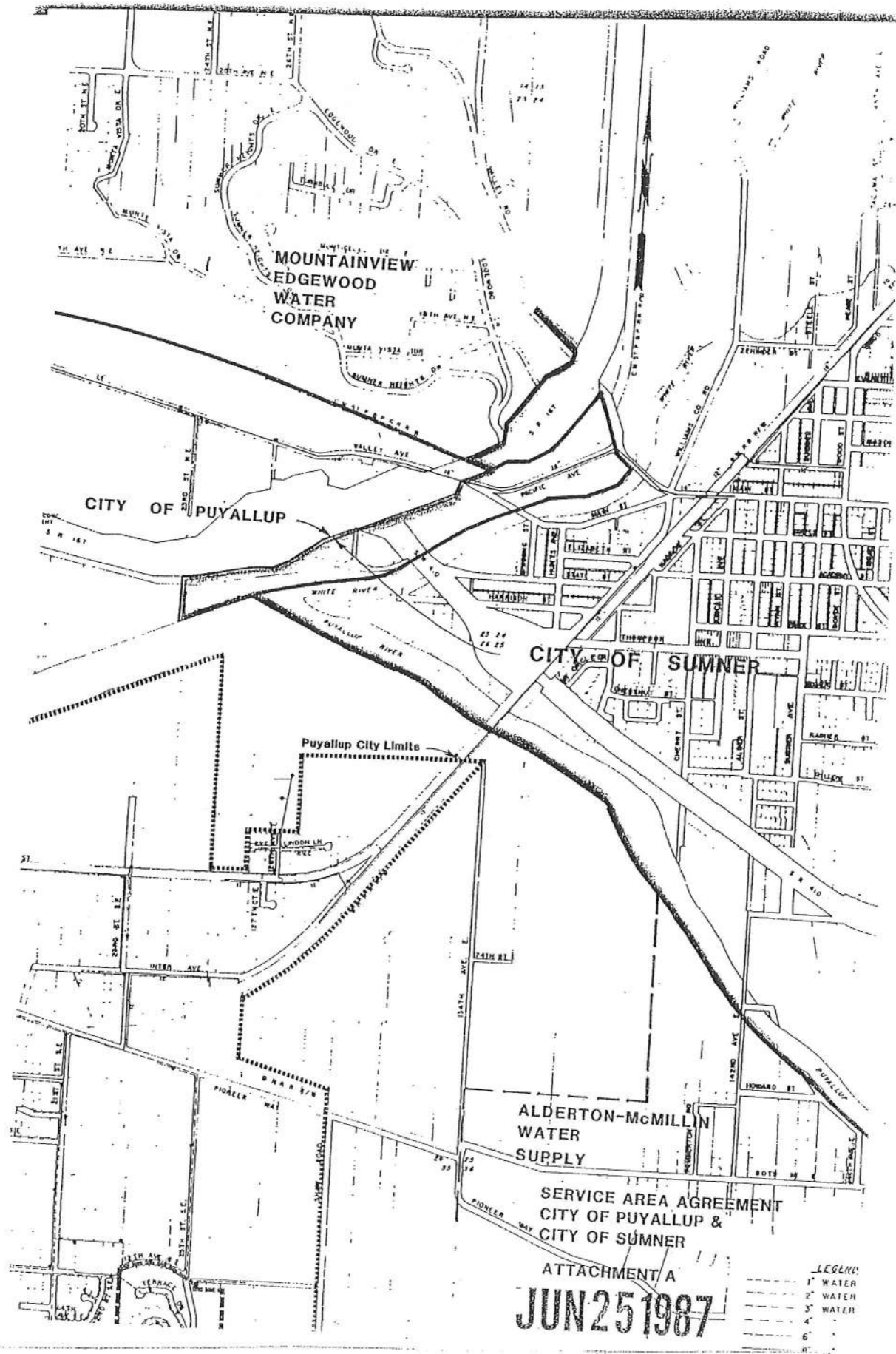
Approved:

\_\_\_\_\_  
Superintendent  
Water Division

Approved as to form & legality:  
  
City Attorney

Approved by Puyallup City Council  
April 18, 1988

no attach B.  
per P.W. Dept.  
5/88





1104 MAPLE STREET, SUMNER WA 98390

**PUBLIC WORKS DEPARTMENT**

Suite 260

253-299-5700 Fax: 253-299-5539

March 30, 2017

James J. Morgan, P.E., Public Works Manager  
CITY OF PACIFIC  
100 - 3<sup>rd</sup> Avenue SE  
Pacific, WA 98047

Re: Mosby Property Inter-Local Agreement

Dear Mr. Morgan:

Burr Mosby of Mosby Brothers Farm, Inc., has approached the City of Sumner requesting water and sewer utility service to their property which is located in the City of Pacific. The parcels are under Green Valley Land Co., Parcel No. 362104-9016 and 362104-9077.

The City of Sumner will provide the requested utility services to the Mosby properties upon execution of an inter-local agreement approved by the respective Councils of both Cities.

If you have any questions regarding this please feel free to contact me.

Thank you.

Sincerely,

Mike Dahlem  
Public Works Director



## Appendix B

### Sumner Municipal Code Chapters



## Chapter 13.24

### WATER UTILITY SERVICE

Sections:

- 13.24.010 Regulations and rates established.
- 13.24.020 Definitions.
- 13.24.030 Application for service – Procedures.
- 13.24.040 *Reserved.*
- 13.24.050 Rendering and payment of bills.
- 13.24.060 *Reserved.*
- 13.24.070 Alteration of use.
- 13.24.080 Comprehensive water system plan.
- 13.24.090 Bond required.
- 13.24.100 Liability insurance.
- 13.24.110 Design standards.
- 13.24.120 Inspection and acceptance.
- 13.24.130 Ownership of mains and service connections.
- 13.24.140 Renewal of service.
- 13.24.150 Shut-off of service.
- 13.24.160 Suspension of service.
- 13.24.170 Administration and enforcement.
- 13.24.180 Access to premises for inspection.
- 13.24.190 Service connection – General requirements.
- 13.24.200 Permit and review fees.
- 13.24.210 Permit – Time limitations.
- 13.24.220 Permit – Renewal fees.
- 13.24.230 System development charges.
- 13.24.240 Service connection fee.
- 13.24.250 Temporary service connections.
- 13.24.260 Service connection – Wholesale consumers.
- 13.24.270 Service to other governmental units.
- 13.24.280 Substandard mains.
- 13.24.290 Service connection – No main in street.
- 13.24.300 All services to be metered.
- 13.24.310 Connection and turn-on, turn-off – Permission.
- 13.24.320 Service reconnection, other than provided in SMC 13.24.140.
- 13.24.330 Backflow prevention devices.
- 13.24.340 Illegal turn-on – Penalty.
- 13.24.350 Discontinuance and restoration of service.
- 13.24.360 Monthly metered service rates within the city's water service area other than irrigation.
- 13.24.370 Metered service for irrigation – Rates and policies.
- 13.24.380 Charges to become lien.
- 13.24.390 Violation – Notice.
- 13.24.400 Violation – Penalty.
- 13.24.410 Violation – Liability to city.
- 13.24.420 System development surcharge area – LID No. 73.

### **13.24.010 Regulations and rates established.**

The rates and regulations set forth in this chapter are established for the control of the municipal water supply system of the city. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005)

### **13.24.020 Definitions.**

For the purpose of this chapter, the words or phrases defined in this section shall have the following meanings:

- A. "City" means the city of Sumner, Washington, or as indicated by the context may mean the public works department, public works director, water superintendent, clerk-treasurer, engineer or other employee or agent representing the city in the discharge of his (her) duties.
- B. "City engineer" means the city engineer of the city. Any act in this chapter required or authorized to be done by the city engineer may be done on behalf of the city engineer by an authorized employee of the public works department.
- C. "Council" means the city council of the city of Sumner.
- D. "Development Specifications and Standard Details" means those standard specifications and details which have been prepared by the city engineer and included by reference in the water system plan adopted by the city council. The Development Specifications and Standard Details are applicable to public works construction, construction of systems that will be owned and/or maintained by the city, or construction of systems that will connect to the city's system.
- E. "Equivalent residential unit (ERU)" is a system-specific unit of measure used to express the amount of water consumed by a typical full-time single-family residence.
- F. "Mains" means potable water lines designed or used to serve more than one premises.
- G. "Person," "customer," "owner," "occupant," or "agent," wherever used in this chapter, means and includes natural persons of either sex, associations, co-partnerships and corporations whether acting by themselves or by a servant, agent or employee; the singular number shall be held to include the plural and the masculine pronoun to include the feminine.
- H. "Premises" means a continuous tract of land, building or group of adjacent buildings under a single control with respect to use of water and responsibility for payment therefor. Subdivisions of such use or responsibility shall constitute a division into separate premises as defined in this section.
- I. "Service connection" means the piping and related appurtenances, including the connection, from a Sumner water main to the property/right-of-way line for the purposes of providing water to a single residence or building. A service connection includes the tap into the main, the water meter and appurtenances and the service line from the main to the meter and from the meter to the property line. The definition of service connections shall include connections for fire protection as well as for domestic, commercial and industrial uses.
  - 1. A regular service includes all material, pipe, valves, meter, meter box, meter yoke and stop from the water main to the right-of-way line of the street or alley.
  - 2. A duplex service is the same as a regular service described in subsection (I)(1) of this section, except that the service will terminate with two meters, two yokes and accessories.

3. A pretapped and preplumbed service includes a service for which only a meter is required to complete the installation of the service; the balance of the service being previously constructed by the owner of the premises in his behalf.

4. A pretapped service includes a service for which a yoke and accessories plus a meter and meter box are required to complete the installation of the service.

J. "Standard or permanent mains" means mains conforming to the standard specifications of the city with respect to materials and minimum diameter.

K. "Substandard or temporary mains" means mains which do not conform to the standard specifications of the city with respect to materials and/or minimum diameter.

L. "Superintendent" means the superintendent of the public works department of the city. Any act in this chapter required or authorized to be done by the superintendent may be done on behalf of the superintendent by an authorized employee of the water department. (Ord. 2356 § 4 (part), 2011; Ord. 2119 § 1 (part), 2005)

#### **13.24.030 Application for service – Procedures.**

All applications for the use of water must be made at the permit center in City Hall on printed forms to be furnished by the public works department for that purpose; the applications must be made by the owner of the property, or his agent duly authorized to make the same, to whom the water is to be furnished. The applicant shall state fully all purposes for which the water may be required and must agree to conform to the rules and regulations and any modifications thereof that may be established from time to time as a condition for the use of the water. (Ord. 2356 § 4 (part), 2011; Ord. 2119 § 1 (part), 2005)

#### **13.24.040 Reserved.**

*Repealed by Ord. 2529.* (Ord. 2356 § 4 (part), 2011; Ord. 2219 § 1, 2007; Ord. 2119 § 1 (part), 2005)

#### **13.24.050 Rendering and payment of bills.**

A. If, for reasons beyond its control, the city is unable to read the customer's meter on the scheduled reading date, the city may bill the customer for estimated consumption during the billing period, subject to adjustment at the time the meter is next read. Water consumption will be estimated if one or more of the following conditions exist:

1. Severe weather;
2. Deposits of heavy snow or ice;
3. Vicious dog;
4. Some unusual circumstance which makes it impossible to read the meter, such as a vehicle parked over the meter box or construction.

B. Any facility/building that is connected to the water system and is habitable, whether occupied or not, and regardless of whether the water service is on or off, shall pay the minimum monthly service charge.

C. Each meter on a customer's property will be considered separately, and the readings of two or more meters will not be combined.

D. The monthly service charge applicable to opening periods, closing bills and bills rendered for periods less than 30 days will be prorated. The measured amount of water actually served will not be prorated.

E. Protests to Rates and Charges and Meter Tests.

1. If any customer is dissatisfied with any water charge imposed, the customer may file a written protest with the utilities division setting forth the customer's objections, provided such protest is filed within 15 days of receipt of the bill being protested.
2. Upon receipt of any such protest, the city shall within 15 days make a determination in writing as to the correctness of the bill.
3. If the customer is dissatisfied with the city's decision, the customer may then file a written appeal to the city council; provided, such appeal is filed within 10 days of receipt of the city's decision. A condition precedent to such appeal is the payment to the city of the amount of the disputed bill.
4. A customer may request that the city test the meter at the service address in question. The customer or his representative may be present at the time of the test which shall be set at the time and date mutually agreed upon. In any case, the test shall be performed within 10 days of the request. A report showing the results of the test will be developed within 15 days after completion of the test. Upon request, the city will mail a copy to the customer. At no point will the billing adjustments go back any further than six months.

a. Nonregistering Meters. When, upon a test, a meter is found to be nonregistering, the city may bill the customer for water consumed while the meter was nonregistering for a period not exceeding three months at an estimate of the consumption based upon the customer's prior use during the same season of the previous year or upon another customer of the same class. In all cases, if it is found that the error in a meter is due to some cause, the date of which can be fixed, the overcharge or undercharge will be computed back to, but not beyond, such date. (Ord. 2620 § 2, 2017: Ord. 2529 § 3 (part), 2015: Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.045)

**13.24.060 Reserved.**

*Repealed by Ord. 2529.* (Ord. 2356 § 4 (part), 2011: Ord. 2285 § 1, 2009: Ord. 2119 § 1 (part), 2005. Formerly 13.24.050)

**13.24.070 Alteration of use.**

No person supplied with water from the city's water system shall be entitled to use it for any purpose other than that stated in their application, nor add any significant number of fixtures or supply in any way or for any purpose other premises or facilities without first securing a permit to do so from the public works department. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.060)

**13.24.080 Comprehensive water system plan.**

The public works director is authorized and directed to prepare and update as required a comprehensive plan for the city water supply and distribution system and to recommend to the city council the standards for development and improvement of the system to provide adequate water supply for domestic and industrial consumption and fire protection. The plans shall be on file at the offices of the public works department and shall include:

- A. Main sizes required on all existing city streets;
- B. Main sizes required outside the corporate limits in those areas which are being served by city water;
- C. Main sizes and approximate location for future major distribution mains;
- D. The location and construction standards for all water works facilities including, but not limited to, mains and appurtenances, reservoirs, pump stations and water supplies including springs, wells and any possible surface supplies;
- E. The plan shall state present water demands and supply capabilities. It shall present projected water needs and supplies. The plan shall include a water conservation element;
- F. Such other information as may be deemed necessary by the city engineer or the city council;
- G. The plan shall contain all information and analysis required for a water system comprehensive plan by the Washington State Department of Health in accordance with WAC 246-290-100 and is to be submitted to them for their review and approval;
- H. The comprehensive plan will encompass the design of all water works facilities in the city. The city council shall cause the plan to be updated every six years or as required to keep the plan current and ahead of the development of the city. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.070)

**13.24.090 Bond required.**

A. Building Service – Street Restoration Bond. No permit shall be issued under the provisions of this chapter for any disturbance of the right-of-way until the applicant therefor executes and delivers the city street restoration bond, or an assignment of funds in lieu of bond, in the sum of \$5,000, or 120 percent of the cost of the project, whichever is greater, with surety approved by the city treasurer conditioned on the faithful performance of the provisions of this chapter. The bond shall be conditioned that the applicant acting under the permit shall restore said street, alley, public place or right-of-way to its former condition within the time specified by the city engineer or designee. Such bond shall further be conditioned to indemnify and hold harmless the city from any and all judgments, costs or expenses arising from injuries or damage to any person or property on account of such work. Such bond shall remain in full force and effect for a period of one year following final project approval.

B. Water Main and Appurtenances – Performance and Payment Bond. No permit shall be issued under the provisions of this chapter until the applicant therefor executes and delivers to the city a bond, or an assignment of funds in lieu of bond, in the sum of \$5,000, or 120 percent of the cost of the project, whichever is greater, the form to be approved by the city attorney, and with surety approved by the city treasurer conditioned on the faithful performance of the provisions of this chapter. The bond shall be conditioned that the applicant acting under the permit shall complete all improvements as shown on the construction plans as approved by the public works department. Such bond shall further be conditioned to indemnify and hold harmless the city from any and all judgments, costs or expenses arising from injuries or damage to any person or property on account of such work. Such bond shall remain in full force and effect until final project acceptance by the Sumner city council.

See Chapter 1 of the Sumner Development Specifications for additional information regarding final project acceptance.

C. Water Main and Appurtenances – Maintenance and Defect Bond. After satisfactory completion of the improvements and prior to release of the performance and payment bond by the city, the developer/contractor shall commence a two-year maintenance and defect period where the improvements are maintained and operated by the city of Sumner. A cash or surety bond to be used at the discretion of the public works department to correct design and/or workmanship defects and maintenance deficiencies affecting public health, safety, and welfare shall be posted and maintained throughout the two-year maintenance period by the applicant. The amount of the bond shall be 20 percent of the actual construction cost of the public improvements. (Ord. 2356 § 4 (part), 2011)

**13.24.100 Liability insurance.**

All contractors performing work within any existing city right-of-way shall have a valid permit covering the work and shall be currently licensed and bonded with the state of Washington and the city during the course of the work.

In addition to required bonds, all permittees or their contractors shall maintain a liability policy for the duration of the permit in the amount of not less than \$1,000,000 for bodily injury liability (for each occurrence) and for not less than \$1,000,000 for property damage liability (for each occurrence). Such insurance shall include the CG 20 12 endorsement naming the city of Sumner, its officers and employees as specifically named additional insureds, and the project site address and city project/permit number shall be included in the project description. The permittee shall not reduce or cancel the liability policy without 30 days' written prior notice to the city. Permittees shall present the city with a certificate of insurance before the city shall issue any permit.

See Sumner Development Specifications and Standard Details, Chapter 1, for additional information regarding insurance requirements. (Ord. 2356 § 4 (part), 2011)

**13.24.110 Design standards.**

Design standards shall be in accordance with the Sumner Development Specifications and Standard Details. (Ord. 2356 § 4 (part), 2011; Ord. 2119 § 1 (part), 2005. Formerly 13.24.090)

**13.24.120 Inspection and acceptance.**

No work shall be covered up until it has been inspected and accepted by the public works department. (Ord. 2356 § 4 (part), 2011)

**13.24.130 Ownership of mains and service connections.**

A. The ownership of all mains, service connections and appurtenances in public streets or utility right-of-way shall be vested fully in the city and the person responsible for the construction of such mains shall relinquish by bill of sale all interest in the ownership of such mains upon final acceptance by the city; provided, however, that all private systems existing at the time of the passage of the ordinance codified in this chapter shall remain under private ownership unless dedicated to the city under the provisions of this chapter.

B. The city shall own, operate, control and maintain all approved accepted water system mains and appurtenances in public streets or utility right-of-way up to and including meter, but shall not be responsible beyond the meter. The owner of the property served shall be responsible for maintenance for all pipe and fittings from the meter to his premises; provided, however, that any payment or partial payment that may be made by the applicant according to the rates in this chapter shall not in any manner affect the city's ownership of the pipe, fittings and meter, or its right to handle the same in any manner deemed advisable. In no case shall an owner, agent, officer or employee of any premises have the right to remove or change any part thereof without



the approval of the public works department. The materials and workmanship in constructing private water services from the meter to within five feet of the building shall be the same as that required for the city-owned portion within the right-of-way. Both new and replacement services shall be inspected by the public works department and as-built drawings showing the location, depth, size and type of pipe and appurtenances shall be kept on file at the office of the public works department. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.110)

**13.24.140 Renewal of service.**

Any connection through which service is discontinued for five years shall be considered abandoned and a new connection shall be applied for when renewal of service is requested. All applicable fees, system development charges and installation cost for service line and meter applicable at the time of application shall be paid by said applicant. Services that have been discontinued for less than five years will not be charged a new system development charge or may receive credit for the previous service if the requested service is for a larger meter. If the discontinued service was a three-quarter-inch and the applicant now requests and needs a one-inch service, the system development charge will be the difference between the SDC for a one-inch meter and a three-quarter-inch meter in effect at the time of application. Other permit fees and charges to reconnect the service will be charged as described in this chapter as applicable. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.120)

**13.24.150 Shut-off of service.**

Should it be desired to discontinue the use of water supplied to a premises for a period of not less than 30 days and not more than 180 days, notice in writing must be given to the city's utilities clerk, upon receipt, the water shall be turned off. The water shall be turned on again on written application. Said service shall be provided by city staff at no cost to the customer. This service is provided for "snowbirds" or people on extended vacation or leave and desire that the water be shut off at the curb. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.130)

**13.24.160 Suspension of service.**

In the event of a shortage of water, the city's mayor has the authority to forbid, suspend or regulate the use of water for irrigation and sprinkling purposes. If the mayor exercises this authority and issues such an order, notice of the order shall be provided by publication in the city's official newspaper or other news media. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.140)

**13.24.170 Administration and enforcement.**

The public works director has the authority to administer and enforce this chapter. Any infraction or abridgement of this chapter shall be brought to the attention of the city attorney and public works director and at their recommendation corrective measures shall be taken. Failure to correct any deficiencies or defects shall result in termination of water service until corrections are made. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.150)

**13.24.180 Access to premises for inspection.**

Authorized, properly identified, employees of the public works department shall have reasonable access at reasonable hours of the day to all parts or premises or within buildings thereon to which water is supplied from the city water system for the purpose of checking conformity to these regulations. Whenever the owner of any premise(s) supplied by the city's water system denies reasonable access for authorized city employees from making necessary inspections, water service may be discontinued after giving written notice. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.160)

**13.24.190 Service connection – General requirements.**

Except as provided in this section, no premises shall hereafter be connected to the city's water supply system unless there is an adjacent standard main under the ownership and exclusive control of the city.

A. When a permit has been obtained for installing a water service, the public works department shall cause the premises described in the application to be connected with the water system by a service pipe extending at right angles from the main to the property line, and including a stopcock and water meter placed within the right-of-way, which connection shall thereafter be maintained by and kept within the exclusive control of the city.

B. Except as provided in SMC 13.24.250, every separate premises supplied by the city's water system must have its own separate meter and the premises so supplied will not be allowed to supply water to any other premises. The city engineer or his or her designee may require individual buildings on any premises to be separately metered.

C. All persons connecting to city service shall be required to use only materials conforming to the Sumner Development Specifications and Standard Details. Plumbing on premises shall conform to the Uniform Plumbing Code (UPC).

D. Before water will be turned on to the premises connected to city mains, the service pipes must be inspected and accepted by the public works department. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.170)

**13.24.200 Permit and review fees.**

A nonrefundable permit fee shall be collected at the time of permit issuance. Said fee shall cover all costs of administration, plan review, inspection, purity tests and preparation and filing of as-builts. Pressure test and backflow test are the responsibility of the applicant or his/her contractor. Fees related to site development permits for water system improvements shall be calculated as follows:

A. Base Permit Fee.

- Residential water service permit: \$195.00;
- Commercial or industrial water service permit: \$225.00;
  - Fire hydrant: \$195.00;
  - Fire sprinkler system connection: \$250.00;
- Cross-connection control:
  - Residential irrigation system: \$125.00;
  - All other systems: \$175.00.

B. Plan Review Fee.

- One hour x current engineering burdened rate (minimum);
- In-house plan review fee: Hours x current engineer burdened rate;
- Third-party review fees as billed to the city, including city administrative costs.

### C. Inspection Fee.

- Two hours x current inspector burdened rate (minimum);
- $(\lceil \frac{\text{LF Water}}{250} \rceil \times 4) + 10$  x current inspector burdened rate;
- Additional inspection as warranted: Number of hours x current staff burdened rate.

The total fee for permit approval shall be the sum of the above elements. Plan review fees shall be accrued until the construction plans are approved for construction. Accrued plan review fees shall be paid regardless of whether a permit is issued. Inspection fees shall be accrued until final project approval and shall be assessed to the permittee as they are accrued.

Burdened rates for city staff are actual salaries plus benefits with a 1.25 multiplier to cover indirect costs. City staff burdened rates are specified in the Sumner utility rate and fee schedule. (Ord. 2356 § 4 (part), 2011; Ord. 2348 § 2, 2011; Ord. 2339 § 3, 2010; Ord. 2119 § 1 (part), 2005. Formerly 13.24.180 (part))

#### **13.24.210 Permit – Time limitations.**

Permit time limitations shall be as established in chapter 15.74 SMC. (Ord. 2356 § 4 (part), 2011)

#### **13.24.220 Permit – Renewal fees.**

Permit renewal fees shall be as specified in chapter 15.74 SMC. (Ord. 2356 § 4 (part), 2011)

#### **13.24.230 System development charges.**

It is the city's policy that all property owners seeking to connect to the city water system shall bear their equitable share of the cost of the general facilities of such system. The city therefore sets the following schedule for system development charges (SDC):

##### A. Residential and Accessory Dwellings.

1. Single-family dwellings needing no more than a three-quarter-inch meter are considered one equivalent residential unit (ERU).
2. Each and every unit per building in multifamily dwellings including duplexes and triplexes on up are considered as three-quarters of an ERU.
3. Accessory dwellings as defined in SMC 18.12.030 shall be considered 0.5 ERUs.

B. System development charges for commercial establishments shall be assessed based on the required meter size as established in the Sumner utility rate and fee schedule.

C. System development charges for connections for industrial zoned and interchange commercial zoned parcels shall be based on 3.5 ERUs per acre with the number of acres calculated from the total parcel area.

In the event the amount of water needed by the industrial customer should exceed 3.5 ERUs per acre, the city shall calculate and charge the SDC based on actual anticipated water use.

D. Outside the city limits, permit and system development charges for service shall be 25 percent higher.

E. The system development charge funds collected under this chapter shall be deposited in the utilities capital asset fund and used only for utility system improvements.

F. System development charges may be paid either: (1) upon the approval of a building permit application and prior to any construction, or (2) deferred according to subsection (G) of this section.

G. Deferral of Payment of System Development Charges. Payment of system development charges may be deferred until final construction inspection under the following conditions:

1. No final inspection will be provided until system development charges are paid in full per this chapter;
2. It shall be a violation of this code to occupy a building without final inspection and either a temporary certificate of occupancy or a certificate of occupancy;
3. The applicant must pay a service fee of \$250.00 at the time of building permit issuance. This service charge will be applied to the full amount of deferred system development charges when paid;
4. Unless otherwise amended, this subsection shall apply to complete applications for construction permit applications received after January 1, 2014.

H. Effective October 1st of each year, the SDC shall be adjusted according to the Seattle Construction Cost Index (SCCI). (Ord. 2473 § 2, 2014; Ord. 2417 § 2, 2012; Ord. 2368 § 2, 2011; Ord. 2356 § 4 (part), 2011; Ord. 2348 § 2, 2011; Ord. 2339 § 3, 2010; Ord. 2119 § 1 (part), 2005. Formerly 13.24.180 (part))

#### **13.24.240 Service connection fee.**

The cost of the actual construction of a water service connection including meter and meter box shall be borne by the applicant. The city's water utility staff will tap all city-owned mains for services up to and including a two-inch diameter. Charges for this service are a lump sum amount based on the average cost for said work. Service connection fees are presented in the Sumner utility rate and fee schedule. (Ord. 2356 § 4 (part), 2011)

#### **13.24.250 Temporary service connections.**

A. Water service may be supplied to a premises on a temporary basis during construction of a building on the premises or during the construction of a standard main to serve such premises. Application for temporary service shall only be approved upon payment of all fees and assessments required by this chapter. This application shall state fully the purposes for which temporary service is necessary. All cost necessary to install and remove such temporary service shall be paid by the applicant. All temporary service shall be metered.

B. Upon completion of the work for which the temporary service was necessary, the owner shall immediately apply for permanent service to such premises and the temporary service shall be removed. Failure to obtain permanent service shall be cause for immediate discontinuance of water supply to the premises. (Ord. 2356 § 4 (part), 2011; Ord. 2119 § 1 (part), 2005. Formerly 13.24.190)

#### **13.24.260 Service connection – Wholesale consumers.**

A. The city council may, at its discretion, authorize water service to a community or a number of individual users to be furnished through a common master meter upon finding that service

through individual meters is not practical. Where authorized the cost of such installation, including the meter and maintenance of the system, shall be at the expense of the consumer.

B. When, in the opinion of the city engineer, the condition or operation of such wholesale consumer system has deteriorated to a point of repair, the city engineer or his or her designee shall notify the consumer in writing and repairs shall be undertaken immediately by the consumer. If the consumer does not diligently undertake to repair the system, the city shall have the option to discontinue service.

1. Where water service is supplied through a master meter, a company, association or other form of organization which is acceptable to the city shall be responsible for the rates and charges set forth in this chapter.

2. Application for water service under the provisions of this section shall be made on the forms furnished for that purpose. The application shall include a detailed description of the premises to be served, the name and nature of the organization which is to be responsible for the service charges, the conditions or circumstances precluding service by individual meters and such other information as the city engineer or his or her designee may deem necessary.

3. Such consumers shall file detailed plans with the public works department of their systems in such form as specified by the city engineer or his or her designee. Such consumer shall, prior to commencement of work, submit for the approval of the city engineer or his or her designee similar information with respect to all construction or modifications which add to, reduce or alter the water system.

4. Water service, under the terms of this section, shall be limited to those premises described in the application. Service to additional premises, not included in the original application, shall require a separate application and approval.

5. The ownership of the water system including the common meter shall be vested in the consumer and the operation, repair, expansion and renewal of such system shall be the responsibility of the consumer. The city's responsibility shall terminate at the common meter.

6. Such systems shall be isolated from the Sumner water system by an approved backflow prevention device as required per the Washington State Department of Health and/or as deemed necessary by the public works department.

7. Any violation of the procedures required by this section shall be cause for immediate discontinuance of service to such system by the city. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.200)

#### **13.24.270 Service to other governmental units.**

The city council may, in its discretion, enter into an agreement with any other municipal corporations or governmental units for the purpose of obtaining or providing any service relating to water supply as provided by law. The terms of each agreement shall be established by the city council. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.210)

#### **13.24.280 Substandard mains.**

No substandard or temporary mains shall hereafter be installed and connected to the water supply system of the city. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.220)

**13.24.290 Service connection – No main in street.**

Whenever an applicant requests water service to premises with no main in the adjacent street, a standard main must be installed as a prerequisite to connection to the city water supply system. Applicant shall bear all costs for said extension. The work shall comply with all current requirements of the Sumner Development Specifications and Standard Details and the water system plan promulgated by the public works department at the time of application for a permit. The standard main must be installed along the complete street frontage to the farthest property line of the parcel being serviced in accordance with the comprehensive plan or as deemed necessary to the public works department to facilitate extension of said water main to accommodate future development. Applicant shall be responsible for construction of the water mains to the far limits of the property to accommodate future extensions. Such need shall be determined by the city engineer or his or her designee. Applicant may request the following for partial reimbursement and/or assistance in financing the improvement, but the city is not obligated except as provided by state law:

A. The main may be installed at the expense of the owner by a competent contractor licensed in the state of Washington to do such work under the supervision and approval of the city engineer or his or her designee, in which case the city may contract with the owner to provide for the reimbursement to such owner and his assigns for a period not to exceed 15 years by any owner of real estate who did not contribute to the original cost of such main and who subsequently taps onto said main for service of a fair pro rata share of the cost of construction of such main in accordance with the requirements of chapter 13.40 SMC. The latecomer reimbursement agreement shall be recorded in the office of the county auditor upon acceptance of construction of such main by the city council.

B. If the premises lie within the corporate limits of the city, the owner may request to have the main installed by the formation of a local improvement district as prescribed by state law and the city ordinances. In accordance with state law and city ordinances, the city council has final authority to determine whether the city will accept the request and form a local improvement district. The city is not obligated to form a local improvement district. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.230)

**13.24.300 All services to be metered.**

All service connections to the city water system except connections for fire suppression systems shall be metered and all meters shall remain the property of the city and, when deemed necessary by the public works department, any meter may be exchanged with another meter of similar kind.

A. Water meters shall be sized to provide adequate domestic water to the customer. Minimum water meter sizes shall ordinarily be determined from the number of dwelling units within a multiplex served as follows:

1. One unit, three-quarter-inch meter;
2. Two through five units, inclusive, one-inch meter;
3. Six through 20 units, inclusive, one-and-one-half-inch meter.

B. All requests for service to 10 or more dwelling units in a multiplex through a single meter shall be subject to review and approval of the city engineer or his or her designee.

C. Water meters for services larger than 20 units shall be sized in accordance with the Uniform Plumbing Code.

D. Provisions for an on-site fire flow system shall include a valve with indicator post. Drawings for and installation of such on-site fire flow system shall be subject to approval of the fire marshal.

E. Replacement of existing water meters shall comply with minimum sizes listed in this section. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.240)

**13.24.310 Connection and turn-on, turn-off – Permission.**

No plumber or other person will be allowed to make a connection with the city mains or make a connection with any conduits, pipes or any fixtures connected therewith, or to connect pipes that have been disconnected, or to turn water on or off of premises without the permission of the public works department. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.250)

**13.24.320 Service reconnection, other than provided in SMC 13.24.140.**

When new buildings are to be erected on the site of the old ones, and it is desired to increase the size of, or the owner desires to change the location of, the old service connection, the public works department may cut out or remove such service connection after which, should a service connection be required for such premises, a new service shall be placed only upon the owner's making an application and paying for a new tap in the regular manner. When the service connection of any premises does not come from a main in front of such premises, the public works department shall, when a main is laid in front of the premises, after notifying the owner or tenant thereof, transfer the service connection to the new main without charge, and at the same time cut out the old service connection. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.260)

**13.24.330 Backflow prevention devices.**

Backflow prevention devices shall be installed by the owner of the property being served when in the judgment of the city engineer or his or her designee the nature and extent of activities on the premises, or the materials used in connection with the activities, or materials stored on the premises would present an immediate and dangerous hazard to health should a cross-connection occur, even though such cross-connection does not exist at the time the backflow prevention device is required to be installed. The type of protection device shall be in accordance with the Development Specifications and Standard Details and the Washington State Department of Health requirements. The installation and annual testing of the protective device shall conform to the provisions of the rules and regulations of the State Board of Health regarding public water supplies as set forth in RCW 43.20.050 and WAC 246-290-490. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.270)

**13.24.340 Illegal turn-on – Penalty.**

Should the owner or occupant of the premises turn on the water or suffer or cause it to be turned on after it has been turned off at the meter by a city representative, it may be turned off by a representative of the public works department and an additional charge of \$60.00 shall be made for the penalty of turning it on. If the owner or occupant of the premises turns on the water service himself a second time, without approval by the city, a charge of \$100.00 shall be made for the penalty of turning it off. If for any reason the meter or other city equipment is damaged due to the negligence or willful destruction of property, the owner will be responsible for the cost of any replacement of damaged equipment and the actual cost incurred by the city to do the repair. (Ord. 2529 § 3 (part), 2015: Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.280)

**13.24.350 Discontinuance and restoration of service.**

**A. Discontinuance of Service by Customer – Nonemergency.**

1. A customer may have service discontinued by giving not less than five days' advance notice thereof to the city. Charges for service shall be required to be paid until the requested date of discontinuance or such later date as will provide not less than the required five days' advance notice.
2. When such notice is not given, the customer may be required to pay for service until five days after the city has knowledge that the customer has vacated the premises or has otherwise discontinued water service.

**B. Discontinuance of Service by Customer – Emergency.** When an emergency discontinuance is requested by the customer for such reasons as leaks, burst pipes, etc., the city will make every effort to shut off the service as quickly as possible. In an emergency situation, charges will not be made for one visit to shut off the service and one visit to restore the service. Each return visit to the customer's premises will require payment of \$15.00 per visit, which the city will add to the monthly bill.

**C. Discontinuance of Service by City.**

1. **Noncompliance with Chapter.** The city may discontinue service to any customer for violating the provisions of this chapter after having provided the customer at least five days' written notice of such intention. Where the safety of water supply is endangered, service may be discontinued immediately without notice.
2. **Waste of Water.** Where negligent or wasteful use of water exists on or from a customer's premises, the city may discontinue the service if such practices are not remedied within five days after it has given the customer written notice to such effect.
3. **Unsafe Apparatus or Where Service Is Detrimental to the City or its Customers.** If any unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water thereon by apparatus, appliances, equipment or otherwise is found to be detrimental or damaging to the city or its customers, the service may be discontinued without notice. The city will notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.
4. **Fraudulent Use of Service.** When the city discovers that a customer has obtained service by fraudulent means, or has diverted the water service for unauthorized use, the service to that customer may be discontinued without notice. The city will not restore service until that customer has complied with all ordinances and reasonable requirements of the city, the city has been reimbursed for the full amount of the service rendered and the city's actual cost incurred because of the fraudulent use has been fully reimbursed.

**D. Restoration of Service.**

1. **Reconnection Charge.** Where service has been discontinued or scheduled for discontinuance for violation of this chapter, for nonpayment of bills, or for any other reason, the city may charge \$40.00 for reconnection of service during regular working hours. When discontinued for nonpayment of bills the account must be paid in full, including all reconnection charges, before service can be restored. When the customer has requested reconnection of service at any other hours than regular working hours, the charge shall be



an additional \$160.00 for a total of \$200.00. Regular working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday.

2. To Be Made During Regular Working Hours. The city will endeavor to make reconnections during regular working hours on the day of the request, if conditions permit; otherwise, reconnections will be made on the regular working day following the day the request is made.

3. To Be Made at Other Than Regular Working Hours. When a customer has requested that the reconnection be made at other than regular working hours, the city will reasonably endeavor to so make the reconnection if practicable under the circumstances but will be under no obligation to do so, unless an emergency exists.

4. If for any reason the meter or city equipment is damaged due to the negligence or willful destruction of property, the owner will be responsible for any penalty as described in SMC 13.24.410, plus the cost of any replacement of damaged equipment and actual cost incurred by the city to do the repair.

E. Conditions for Refusal. The city may refuse or discontinue service under any of the following conditions:

1. If the applicant fails to comply with this chapter;
2. If the intended use of the service is of such a nature that it will be detrimental or injurious to existing customers;
3. If, in the judgment of the city, the applicant's installation for utilizing the service is unsafe or hazardous or subject to freezing, or of such a nature that satisfactory service cannot be rendered;
4. Where service has been discontinued for fraudulent use, the city will not serve an applicant until it is determined that all conditions of fraudulent use or practice have been discontinued.

F. Notice to Customer. When an applicant has been refused service under the provisions of this section, the city will notify the applicant promptly of the reason for the refusal to serve and of the right of the applicant to appeal the decision to the city council.

G. Continuity of Service.

1. Emergency Interruptions.
  - a. The city will make reasonable efforts, in accordance with prudent utility practice, to prevent interruptions to service, and, when such interruptions occur, will endeavor to establish service without unreasonable delay, consistent with the safety of its customers and the general public.
  - b. The city will not be liable for interruptions, shortage, insufficiency of supply, any loss or damage of any kind occasioned thereby, if same is caused by act of God, fire, strike, riot, war, accident, breakdown, action by governmental agency or other cause beyond the control of the city.
2. Scheduled Interruptions. Whenever the city finds it necessary to schedule an interruption to its service, it will, within 24 hours, where feasible, notify all customers to be affected by

the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will provide the least inconvenience to the customers consistent with reasonable city operations.

3. Apportionment of Supply During Times of Shortage. During time of threatened or actual water shortage, the city will apportion its available water supply among its customers as directed by the mayor. In any event, it will apportion the supply in the manner that appears most equitable under the circumstances then prevailing, and with due regard to public health and safety. (Ord. 2529 § 3 (part), 2015; Ord. 2356 § 4 (part), 2011; Ord. 2218 § 1, 2007; Ord. 2119 § 1 (part), 2005. Formerly 13.24.290)

**13.24.360 Monthly metered service rates within the city's water service area other than irrigation.**

A. The schedule of rates for the water facilities and service furnished by or through or for the use of the city water system are specified in the Sumner utility rate and fee schedule. The rates for water supplied outside the city limits shall be an additional 15 percent of the computed inside rate. The monthly rate for each customer shall be the applicable monthly service rate, plus the commodity charge except as provided in SMC 13.24.420. Said rates are effective January 1, 2011, and include utility taxes.

B. The applicant shall determine the meter size by using the current building code and Uniform Plumbing Code.

C. The city shall place a meter on every service and charge the metered rate as provided herein and in the Sumner utility rate and fee schedule.

D. Each and every commercial, industrial, multifamily and institutional building served by the water system that has 5,000 square feet or more of floor area shall pay a monthly standby fire protection fee. The monthly fire protection service fee shall be \$0.79 assessed per each 1,000 square feet of floor area calculated to the nearest 1,000 square feet for all buildings with 5,000 square feet or more of floor area. Said fee shall be charged whether the building has an active water metered service or not. As long as the building stands, fire protection is needed and the property owner will pay said fee. There is no charge to a building having a floor area less than 5,000 square feet. The monthly fire protection service fee is specified in the Sumner utility rate and fee schedule. (Ord. 2356 § 4 (part), 2011; Ord. 2333 § 2, 2010; Ord. 2119 § 1 (part), 2005. Formerly 13.24.300, 13.24.310)

**13.24.370 Metered service for irrigation – Rates and policies.**

A. Services to supply water for irrigation shall be metered and properly sized as determined in SMC 13.24.360(B).

B. Since irrigation of lawns, gardens, parks, etc., is seasonal, the base rate charge each month (12 months each year) for the size of meter shall be 50 percent of the base rate stated in the Sumner utility rate and fee schedule. Volume charges and the out-of-city surcharge are the same as stated elsewhere in this chapter.

C. Proper backflow prevention devices are required on all irrigation services as set forth in the cross-connection policies of the city.

D. Deduct meters may be installed downstream of the main meter for irrigation services. Deduct meters shall be supplied by the city and installed according to the Sumner Development Specifications and Standard Details and all cost of materials and labor to install such meters shall be borne by the applicant. There is no system development fee charge for deduct meters.

Main service meters shall be sized to meet the flow requirements of both irrigation and domestic demand. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.320)

**13.24.380 Charges to become lien.**

The city shall have a lien against the premises to which water has been furnished, which lien shall be in the amount and to the extent set forth in RCW 35.21.290 as the same now exists or may hereafter be amended. The lien shall be enforced in the manner set forth in RCW 35.21.300 as it now exists or may hereafter be amended. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.330)

**13.24.390 Violation – Notice.**

Any persons known to be violating any provisions of this chapter shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.340)

**13.24.400 Violation – Penalty.**

Any person who continues any violation beyond the time limit provided for in SMC 13.24.390 is guilty of a misdemeanor and upon conviction thereof shall be subject to a fine of not more than \$1,000 or sentenced up to 90 days in jail or both for each violation. Each day in which any such violation continues shall be deemed a separate offense. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.350)

**13.24.410 Violation – Liability to city.**

Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage occasioned by the city by reason of such violation. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.360)

**13.24.420 System development surcharge area – LID No. 73.**

All properties located within Local Improvement District No. 73 boundaries shall pay 125 percent of the system development charge in effect at the time of application for service. Said surcharge shall be in effect for 10 years from the effective date of the ordinance codified in this chapter. The surcharge shall automatically be eliminated at that time. (Ord. 2356 § 4 (part), 2011: Ord. 2119 § 1 (part), 2005. Formerly 13.24.370)

## Chapter 13.28

### WATER AND SEWER MAINS IN NEW DEVELOPMENTS

#### Sections:

- 13.28.010 Definitions.
- 13.28.020 Size and expense of water mains and sewer trunk lines.
- 13.28.030 Installation by licensed contractor.
- 13.28.040 Bond required.
- 13.28.050 Liability insurance.

#### **13.28.010 Definitions.**

“Development Specifications and Standard Details” means those standard specifications and details which have been prepared by the city engineer or designee. The Development Specifications and Standard Details are applicable to public works construction, construction of systems that will be owned and/or maintained by the city, or construction of systems that will connect to the city’s system. (Ord. 2356 § 5 (part), 2011)

#### **13.28.020 Size and expense of water mains and sewer trunk lines.**

A. Any person, firm or corporation desiring to develop an area where water and sewer services are presently not available shall be required to install at his sole cost and expense a water main and a sewer trunk line from the existing mains of the city to the property or properties which is/are to be developed. The pipe size shall be sufficient to provide the required flow and/or pressure, but in no case be less than the minimum diameters specified in the Development Specifications and Standard Details. The city reserves the right to increase the size of the water main and the sewer trunk line over and above minimum the diameters required. However, in the event the city elects to increase the size of the lines, then and in that event the city shall pay the cost of the increase over and above the cost of the minimum pipe diameters.

B. Main extensions shall be extended to the farthest property line of the parcel being serviced regardless of where the service connection is made. (Ord. 2356 § 5 (part), 2011; Ord. 785 § 1, 1965. Prior code § 10.16.010. Formerly 13.28.010)

#### **13.28.030 Installation by licensed contractor.**

Any person, firm or corporation desiring to make installation of a water main and/or a sewer trunk line may engage the services of a licensed contractor to make such installation, which shall be according to the city of Sumner Development Specifications and Standard Details. (Ord. 2356 § 5 (part), 2011; Ord. 785 § 3, 1965. Prior code § 10.16.030)

#### **13.28.040 Bond required.**

A. Performance and Payment Bond. No permit shall be issued under the provisions of this chapter until the applicant therefor executes and delivers to the city a bond, or an assignment of funds in lieu of bond, in the sum of \$5,000, or 120 percent of the cost of the project, whichever is greater, the form to be approved by the city attorney, and with surety approved by the city treasurer conditioned on the faithful performance of the provisions of this chapter. The bond shall be conditioned that the applicant acting under the permit shall complete all improvements as shown on the construction plans as approved by the public works department. Such bond shall further be conditioned to indemnify and hold harmless the city from any and all judgments, costs or expenses arising from injuries or damage to any person or property on account of such work. Such bond shall remain in full force and effect until final project acceptance by the Sumner city council.

See Chapter 1 of the Sumner Development Specifications for additional information regarding final project acceptance.

B. Maintenance and Defect Bond. After satisfactory completion of the improvements and prior to release of the performance and payment bond by the city, the developer/contractor shall commence a two-year maintenance and defect period where the improvements are maintained and operated by the city of Sumner. A cash or surety bond to be used at the discretion of the public works department to correct design and/or workmanship defects and maintenance deficiencies affecting public health, safety, and welfare shall be posted and maintained throughout the two-year maintenance period by the developer/contractor. The amount of the bond shall be 20 percent of the actual construction cost of the public improvements. (Ord. 2356 § 5 (part), 2011)

**13.28.050 Liability insurance.**

All contractors performing work within any existing city right-of-way shall have a valid permit covering the work and shall be currently licensed and bonded with the state of Washington and the city during the course of the work.

In addition to required bonds, all permittees or their contractors shall maintain a liability policy for the duration of the permit in the amount of not less than \$1,000,000 for bodily injury liability (for each occurrence) and for not less than \$1,000,000 for property damage liability (for each occurrence). Such insurance shall include the CG 20 12 endorsement naming the city of Sumner, its officers and employees as specifically named additional insureds, and the project site address and city project/permit number shall be included in the project description. The permittee shall not reduce or cancel the liability policy without 30 days' written prior notice to the city. Permittees shall present the city with a certificate of insurance before the city shall issue any permit.

See Sumner Development Specifications and Standard Details, Chapter 1, for additional information regarding insurance requirements. (Ord. 2356 § 5 (part), 2011)

## Chapter 13.30

### WATER MAIN INSTALLATION

Sections:

- 13.30.010 Definitions.
- 13.30.020 Pressure requirement.
- 13.30.030 Pipe sizing.
- 13.30.040 Appurtenances.
- 13.30.050 General facility placement.
- 13.30.060 Pipe cover.
- 13.30.070 Separation distances.

**13.30.010 Definitions.**

A. "Appurtenances" means the components required for a complete and properly operational water system. Appurtenances include but are not limited to isolation valves, air release valves, vacuum relief valves, combination air release/vacuum relief valves, blow offs, fire hydrants, pressure reducing valves, service connections, locating wire, meters, backflow preventers, and thrust blocks.

B. "Development Specifications and Standard Details" means those standard specifications and details which have been prepared by the city engineer and included by reference in the water system plan adopted by the city council. The Development Specifications and Standard Details are applicable to public works construction, construction of systems that will be owned and/or maintained by the city, or construction of systems that will connect to the city's system. (Ord. 2356 § 6 (part), 2011)

**13.30.020 Pressure requirement.**

Water systems shall be designed to maintain minimum pressures specified in the Sumner Development Specifications and Standard Details. (Ord. 2356 § 6 (part), 2011: Ord. 1403 § 1, 1987. Formerly 13.30.010)

**13.30.030 Pipe sizing.**

Water mains shall be sized based on the Sumner Development Specifications and Standard Details. (Ord. 2356 § 6 (part), 2011: Ord. 1403 § 2, 1987. Formerly 13.30.020)

**13.30.040 Appurtenances.**

Appurtenances shall be designed and installed in accordance with the Sumner Development Specifications and Standard Details, subject to approval by the city engineer or designee. (Ord. 2356 § 6 (part), 2011)

**13.30.050 General facility placement.**

Facilities shall be located in accordance with the Sumner Development Specifications and Standard Details and per the direction of the public works department. (Ord. 2356 § 6 (part), 2011: Ord. 1403 § 7, 1987. Formerly 13.30.070)

**13.30.060 Pipe cover.**

The amount of cover over water system piping shall be in accordance with the Sumner Development Specifications and Standard Details. (Ord. 2356 § 6 (part), 2011: Ord. 1403 § 8, 1987. Formerly 13.30.080)

**13.30.070 Separation distances.**

Water system piping shall be separated from sanitary sewer or on-site waste disposal piping in accordance with the Sumner Development Specifications and Standard Details and the Washington State Department of Ecology criteria for sewage works design. (Ord. 2356 § 6 (part), 2011; Ord. 1403 § 9, 1987. Formerly 13.30.090)

## Chapter 13.40

### WATER AND SEWER LATECOMER AGREEMENTS

Sections:

- 13.40.010 Definitions.
- 13.40.020 Purpose.
- 13.40.030 Authorization.
- 13.40.040 Application – Contents.
- 13.40.050 Assessment methods.
- 13.40.060 Notice to property owners.
- 13.40.070 City council action.
- 13.40.080 Contract execution and recording.
- 13.40.090 Fees.
- 13.40.100 Ownership of system.
- 13.40.110 Form approved by city attorney.
- 13.40.120 Restrictions on connection.
- 13.40.130 Payment of charge.
- 13.40.140 Recording of agreement and releases.

#### **13.40.010 Definitions.**

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

A. “Latecomer fee” means a charge collected by the city, whether separately stated or as part of a connection fee for providing access to the municipal system, against a real property owner who connects to or uses a water or sewer facility subject to a contract created under RCW 35.91.020.

B. “Water or sewer facilities” means storm, sanitary, or combination sewers, pumping stations, and disposal plants, water mains, hydrants, reservoirs, or appurtenances. (Ord. 2558 § 1 (part), 2016)

#### **13.40.020 Purpose.**

This chapter is intended to implement and thereby make available to the public the provisions of chapter 35.91 RCW as the same now exists, or may hereafter be amended. (Ord. 2558 § 1 (part), 2016)

#### **13.40.030 Authorization.**

The public works director is authorized to accept applications for the establishment by contract of a latecomers agreement as provided by state law; provided, that such application substantially conforms to the requirements of this chapter. Such application must be made prior to the completion and acceptance of the water or sewer facilities by the public works department. (Ord. 2558 § 1 (part), 2016)

#### **13.40.040 Application – Contents.**

Applications for the establishment of a latecomers agreement shall be accompanied by the application fee as set in SMC 13.40.090 and shall include the following items:

A. Detailed construction plans and drawings of the entire utility project that is the subject of the latecomers agreement prepared and stamped by a licensed engineer;



- B. A preliminary itemization of all costs of the water and/or sewer utility project including, but not limited to, design, engineering, construction, property acquisition and contract administration;
- C. A map identifying the proposed boundaries of the parcels of property proposed to be subject to the latecomers agreement and a legal description of each separately owned parcel lying within such area. Such map shall identify the location of the water and/or sewer utility project in relation to the parcels of property in such area;
- D. A proposed assessment reimbursement roll stating the proposed assessment for each separate parcel of property within the proposed latecomers agreement assessment reimbursement area as determined by apportioning the total project cost on the basis of the benefit of the project to each such parcel of property within said area;
- E. A complete list of record owners of property within the proposed assessment reimbursement area certified as complete and accurate by the applicant and which states names and mailing addresses for each such owner;
- F. Envelopes addressed to each of the record owners of each of the parcels of property within the proposed assessment reimbursement area who have not contributed their pro rata share of the costs of the water and/or sewer utility project. Proper postage for registered mail shall be affixed or provided. (Ord. 2558 § 1 (part), 2016)

**13.40.050 Assessment methods.**

- A. The public works director shall use a method of assessment which is based on the benefit to the property owner from the project. Without limiting the discretion of the public works director, any of the methods of assessment authorized in chapter 35.44 RCW for local improvement districts may be used by the public works director.
- B. Within 120 days after project acceptance by the public works department, the applicant must submit the final itemization of all project costs to the city. This information must be used by the city as the basis for determining reimbursement assessments. (Ord. 2558 § 1 (part), 2016)

**13.40.060 Notice to property owners.**

Prior to the execution of any latecomers agreement with the city establishing an assessment reimbursement area, the public works director or designee shall mail, via registered mail, a notice to all record property owners of the parcels of property within the assessment reimbursement area as determined by the city on the basis of information and materials supplied by the applicant, stating the preliminary boundaries of such area and assessments along with substantially the following statement:

As a property owner within an assessment reimbursement area (the preliminary proposed boundaries of which are set forth on a map enclosed with this notice), you or your heirs and assigns will be obligated to pay under certain circumstances a pro rata share of the Latecomers Agreement costs as allowed by law of a certain water and/or sewer utility project that has been preliminarily determined to benefit your property. The proposed amount of such pro rata share or assessment is also enclosed with this notice. You, or your heirs, successors, and assigns, will have to pay such share, if within 20 years of the date a contract establishing such area (a latecomers agreement) is recorded with Pierce County (or within a longer period if extended as provided by law), provided that (1) a connection to the described utility is made from your property or (2) development within your property would have

required similar utility improvements in order to obtain City approval. You have a right to request a hearing before the city council within 20 days of the date of this notice. All such requests must be made in writing and filed with the city clerk. After such contract is recorded it shall be binding on all owners of record within the assessment reimbursement area who are not a party to the contract.

(Ord. 2558 § 1 (part), 2016)

**13.40.070 City council action.**

If an owner of property within the assessment reimbursement area that is the subject of the proposed latecomers agreement requests a hearing within the period of 20 days from the date of the mailed notice given under SMC 13.40.060, notice of such hearing shall be given to all record property owners within the assessment reimbursement area, the cost of which notice shall be borne by the applicant. At any such hearing the city council shall take testimony from affected property owners and make a final determination of the reimbursement area boundaries, the amount of assessments, and shall authorize the execution of appropriate documents. The city council's ruling on these matters is determinative and final. If no hearing is requested, the council may consider and take final action on these matters at any public meeting 20 days after notice was mailed to the subject record property owners. (Ord. 2558 § 1 (part), 2016)

**13.40.080 Contract execution and recording.**

A. Within 30 days of final city council approval of a latecomers agreement, the applicant shall execute and present such agreement for the signature of the appropriate city officials.

B. The agreement must be recorded in the Pierce County auditor's office within 30 days of the final execution of the agreement.

C. If the contract is so filed and recorded, it is binding on the owners of record of the parcels of property within the assessment reimbursement area who are not party to the agreement, and shall run with the land in regard to those parcels of property. (Ord. 2558 § 1 (part), 2016)

**13.40.090 Fees.**

The applicant for a latecomers agreement as provided for in this chapter shall reimburse the city for the full administrative and professional costs of reviewing and processing such application and of preparing the agreement. At the time of application a fee of \$500.00 shall be deposited with the city. If actual costs are more than \$500.00, the applicant will reimburse the city for the difference before the contract may be recorded. (Ord. 2558 § 1 (part), 2016)

**13.40.100 Ownership of system.**

A. To be eligible for reimbursement under the terms of a city council approved latecomers agreement, a system must comply with all city ordinances, rules and regulations pertaining to the design and construction of water and/or sewer systems.

B. Upon completion and acceptance by the public works department of the project, ownership of the constructed system shall be conveyed to the city. The city shall charge and receive fees for use according to the city's established water and sewer rates. Maintenance and operation costs of the system shall be borne by the city. (Ord. 2558 § 1 (part), 2016)

**13.40.110 Form approved by city attorney.**

A latecomers agreement shall be approved as to form by the city attorney and shall contain the following provisions:

- A. The agreement shall be in effect for a period of 20 years from the date thereof unless otherwise extended as authorized pursuant to chapter 35.91 RCW.
- B. The city shall charge a sum of 15 percent of the agreed amount, collected on behalf of the owner to defray the cost of labor, bookkeeping and accounting, which charge shall be deducted from the amount collected before remitting said amount to the owner.
- C. Ownership of all water and sewer mainlines installed on private property shall be conveyed to the city and the owner shall grant the city an easement therefor. All deed and easements for said mainline shall be submitted to the city prior to project approval.
- D. The agreement shall provide that the developer of the facilities waives and releases the city from all claims arising from the establishment, administration and enforcement of the latecomer agreement.
- E. In no event shall the city be considered a guarantor of any project or improvement by virtue of this chapter or any agreement made pursuant to this chapter.
- F. A provision requiring the beneficiary to the latecomers agreement to provide updated contact information consistent with SMC 13.40.130. (Ord. 2558 § 1 (part), 2016)

**13.40.120 Restrictions on connection.**

- A. Under the terms of the latecomers agreement, the city shall not allow any person to tap into the system without prior payment to the applicant or the applicant's, heirs, successor(s) or assign(s), herein referred to collectively as "beneficiary," of the latecomer charge, which includes final costs associated with: design; engineering; construction; property acquisition; and contract administration.
- B. The latecomer agreement shall obligate the city to exercise its best efforts to assure compliance with this section, but the city shall not incur liability for an unauthorized tap. (Ord. 2558 § 1 (part), 2016)

**13.40.130 Payment of charge.**

- A. Payment of the latecomer charge, as set forth in this section, shall be made to the city in accordance with the city's rules.
- B. Payment to the city shall be by one lump sum including administrative costs. The city shall pay the amounts due the beneficiary within 60 days of receipt.
- C. Throughout the term of the latecomers agreement, the beneficiary must provide, every two years from the latest date of contract execution, the name(s) and address(es) of the beneficiary of the agreement. Such notification shall be in writing. The city shall not be responsible for locating any person who may be entitled to benefits under any agreement. If the beneficiary of the latecomers agreement fails to comply with the notification requirements of this subsection within 60 days of the specified time, then the contracting municipality may collect any reimbursement funds owed to the beneficiary of the latecomers agreement and must be deposited in the capital fund of the city. Failure to receive the certification every two years shall be cause for the city to refuse to make payment under the agreement and money received may become the city's sole and exclusive property. (Ord. 2558 § 1 (part), 2016)

**13.40.140 Recording of agreement and releases.**

A. The public works department shall record each latecomers agreement, or a notice thereof, including the legal description of all properties, subject to the latecomer charge, with the Pierce County auditor.

B. In addition to recording the latecomers agreement, the public works department shall mail a copy of the agreement, or a summary thereof, to each owner of record of all properties subject to the latecomer charge.

C. When the latecomer charge for a particular lot or parcel has been paid, the public works department shall furnish proof of payment to the owner of the lot or parcel and within 30 days record a release including the legal description of the lot or parcel with the Pierce County auditor. (Ord. 2558 § 1 (part), 2016)

**Chapter 15.24  
FIRE CODE**

Sections:

[15.24.010 Adoption of the International Fire Code \(IFC\).](#)

[15.24.020 Establishment and duties of the bureau of fire prevention.](#)

[15.24.030 Definitions.](#)

[15.24.040 Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.](#)

[15.24.050 Establishment of limits of districts in which storage of liquefied petroleum gases is prohibited.](#)

[15.24.060 Establishment of limits of districts in which storage of explosives and blasting agents is to be prohibited.](#)

[15.24.070 Establishment of limits of districts in which the storage of compressed natural gas and liquefied natural gas is to be prohibited.](#)

[15.24.080 Amendments to the International Fire Code.](#)

[15.24.090 Appeals.](#)

[15.24.100 New materials, processes or occupancies which may require permits.](#)

[15.24.110 Application of chapter 15.06 SMC, Enforcement.](#)

[15.24.120 Plans – Professional approval.](#)

[15.24.130 Plans – City approval.](#)

[15.24.140 Severability.](#)

**15.24.010 Adoption of the International Fire Code (IFC).**

Pursuant to RCW 35A.12.140, there is hereby adopted by the city council of the city of Sumner, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain code known as the International Fire Code, being particularly the 2015 Edition thereof and the whole thereof including Appendix B and Appendix D, save and except such portions as are hereinafter deleted, modified or amended by SMC [15.24.080](#). The same are hereby adopted and incorporated as fully as if set out at length herein, and from the

date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the city of Sumner. (Ord. 2568 § 5, 2016: Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.020 Establishment and duties of the bureau of fire prevention.**

A. The 2012 International Fire Code as adopted and amended herein shall be enforced by the bureau of fire prevention of East Pierce Fire and Rescue which is hereby established and shall be operated under the supervision of the fire chief.

B. The chief in charge of the bureau of fire prevention shall be appointed by the fire chief. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.030 Definitions.**

As used in the 2012 International Fire Code:

A. "Corporation counsel" means the city attorney.

B. "Fire chief" means the fire chief of East Pierce Fire and Rescue or his/her designee.

C. "Jurisdiction" means within the city limits of the city of Sumner.

D. "Municipality" means the city of Sumner. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.040 Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.**

The limits referred to in Section 5704.2.9.6 of the 2012 International Fire Code, in which the storage of flammable or combustible liquids is restricted, are hereby established within areas zoned other than M-1 or M-2. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.050 Establishment of limits of districts in which storage of liquefied petroleum gases is prohibited.**

The limits referred to in Section 6104.2 of the 2012 International Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established within areas zoned other than M-1 or M-2. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.060 Establishment of limits of districts in which storage of explosives and blasting agents is to be prohibited.**

The limits referred to in Section 5601 of the 2012 International Fire Code, in which storage of explosives and blasting agents is prohibited, are hereby established within all areas lying within the corporate limits. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.070 Establishment of limits of districts in which the storage of compressed natural gas and liquefied natural gas is to be prohibited.**

The limits referred to in Section 5301.1 of the 2012 International Fire Code, in which the storage of

compressed natural gas is prohibited, are hereby established within all limits zoned other than IC, M-1 or M-2. The limits referred to in Section 5806 of the 2012 International Fire Code, in which the storage of liquefied natural gas/flammable cryogenic fluids is prohibited, are hereby established within all limits zoned other than IC, M-1 or M-2. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

#### **15.24.080 Amendments to the International Fire Code.**

The following sections of the International Fire Code are hereby amended to read as follows:

### **Chapter 5**

#### **BUILDINGS AND FACILITIES**

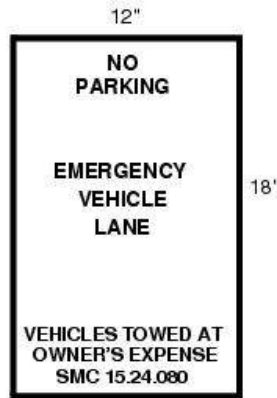
**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet or 28 feet with parking on one side except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches.

**503.2.4 Turning Radius.** The required turning radius of a fire apparatus access road shall have a minimum inside turning radius of 28 feet.

**503.2.5 Dead Ends.** Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus (see Appendix D of the International Fire Code).

**503.3 Marking.** Where required by the Fire Code Official, approved signs or other approved notices shall be provided for fire apparatus roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary for adequate visibility.

In accordance with the Washington State Highway Commission Sign Fabrication Manual M240-70 HT and the Manual of International Traffic Control Devices issued by the Federal Highway Administration, per illustration:



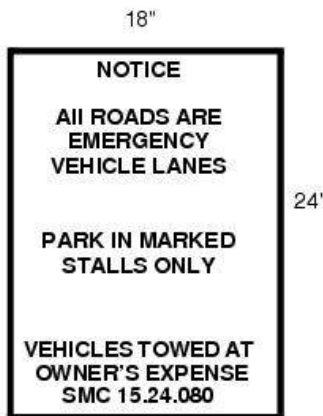
Lettering Specifications:

3" - Class C Width

2" - Class C Width

1/2" - Class C Width

**Entrance Signs:** The chief may allow the use of entrance signs for multi-family dwelling occupancies. When allowed, the signs shall be placed at each entrance to the property. Signs shall be in a clearly conspicuous location and shall clearly state "Notice, All Roads Are Emergency Vehicle Lanes, Park in Marked Stalls-Only."



Lettering Specifications:

4" - Class C Width

3" - Class C Width

1" - Class C Width

**503.6 Security Gates.** The installation of security gates across a fire apparatus access



road shall be approved by the Fire Chief. Where security gates are installed, they shall meet the following requirements:

1. Locked gates shall have an approved key box or key override system installed.
2. Gates serving 10 or more dwelling units shall have an Opticom activation system, Knox key override system or an equivalent and compatible system approved by the Fire Chief.
3. All electrically activated gates shall have default capabilities to the unlock position.
4. The minimum clearance width of a gate shall be compatible with the required width of the fire apparatus access road. Gate posts, keypads and other gate appurtenances shall be located in such a manner that they will not obstruct or restrict ingress and egress of emergency vehicles.
5. The security gate and the emergency operation shall be maintained operational at all times.
6. Gates shall follow Pierce County Gate Standards.

**505.1 Premises Identification.** New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. In addition, new and existing buildings located 100' or more from the street right-of-way shall have the same 6 inch address dimension on the building and at the street.

1. Multi-Family Residential, Commercial, or Small Business:

Amount of Setback	Number/Letter Size
50 Feet or less	6 inches
51 Feet to 100 Feet	12 inches
100 Feet or more	18 inches
Individual Apartment Units	4 inches

## 2. Large Commercial or Industrial Complexes:

Amount of Setback	Number/Letter Size
50 Feet or less	12 inches
51 Feet to 100 Feet	18 inches
100 Feet or more	24 inches

**Section 903****AUTOMATIC SPRINKLER SYSTEMS**

**903.1 General.** Automatic sprinkler systems shall comply with this section.

1. For structures with unknown tenants, the sprinkler density of .39 per 5,600 square feet shall be used for design purposes where required by the Fire Chief.

**903.1.1 Alternative Protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and approved by the fire code official.

**903.2 Where Required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

For provisions on special hazards and hazardous materials, see the fire code.

**Gross floor area.** For purposes of this chapter, gross floor area shall be defined in Chapter 10, International Building Code.

1. All buildings hereinafter constructed or enlarged as defined by the International Fire Code, shall be equipped with a fully automatic sprinkler system designed, installed, maintained and tested per NFPA 13, 13D, 13R 24 and/or 25, the edition currently adopted by the city, where the gross floor area or occupant load exceeds those listed below, or the building is 35 feet in height or three or more stories.

2. Where buildings are protected by an automatic sprinkler system, canopies 4 feet or more in width shall be protected by the automatic sprinkler system.

**903.2.1 Group A.** An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section. For Group A-1, A-2, A 3 and A-4 occupancies, the automatic sprinkler system shall be provided

throughout the floor area where the Group A-1, A-2, A-3 or A-4 occupancy is located, and in all floors between the Group A occupancy and the level of exit discharge. For Group A-5 occupancies, the automatic sprinkler system shall be provided in the spaces indicated in Section 903.2.1.5.

**903.2.1.1 Group A-1.** An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more;
3. The gross floor area is located on a floor other than the level of exit discharge; or
4. The gross floor area contains a multi-theater complex.

**903.2.1.2 Group A-2.** An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

**903.2.1.3 Group A-3.** An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

**Exception:** Areas used exclusively as participant sports areas where the main floor area is located at the same level as the level of exit discharge of the main entrance and exit.

**903.2.1.4 Group A-4.** An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The gross floor area exceeds 5,000 square feet;
2. The gross floor area has an occupant load of 100 or more; or
3. The gross floor area is located on a floor other than the level of exit discharge.

**Exception:** Areas used exclusively as participant sports areas where the main floor area

is located at the same level as the level of exit discharge of the main entrance and exit.

**903.2.1.5 Group A-5.** An automatic sprinkler system shall be provided in concession stands, retail areas, press boxes, and other accessory use areas in excess of 1,000 square feet of gross floor area.

**903.2.1.6 Group B.** An automatic sprinkler system shall be provided throughout all buildings with a Group B occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group B occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group B occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group B occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

**903.2.3 Group E.** An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E occupancies where the gross floor area exceeds 5,000 square feet.
2. Throughout every portion of educational buildings below the level of exit discharge.

**Exception:** An automatic sprinkler system is not required in any fire area or area below the level of exit discharge where every classroom throughout the building has at least one exterior exit door at ground level.

**903.2.4 Group F-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group F-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group F-1 occupancy is located more than three stories above grade; or
3. Where the combined floor area of all Group F-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).

**903.2.4.1 Woodworking Operations.** An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in

excess of 2,500 square feet in gross floor area which generate finely divided combustible waste or which use finely divided combustible materials.

**903.2.7 Group M.** An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group M occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group M occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group M occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.

**903.2.8 Group R.** An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a Group R fire area.

1. Or as required by the International Fire Code and or Washington State Amendments.

**Exception:** Detached one-family dwellings under 5,000 square feet.

**903.2.8.1 Group R-3 or R-4 congregate residences.** An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 or R-4 congregate living facilities with 16 or fewer residents.

**903.2.8.2 Care facilities.** An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with 5 or fewer individuals in a single-family dwelling.

**903.2.9 Group S-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group S-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group S-1 occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group S-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet.
4. A Group S-1 occupancy where the gross floor area used for the storage of commercial trucks or buses exceeds 5,000 square feet (464 m<sup>2</sup>)
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>).

**903.2.9.1 Repair Garages.** An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the International Building Code, as follows:

1. Buildings two or more stories in height, including basements, with a gross floor area containing a repair garage exceeding 5,000 square feet.
2. One-story buildings with a gross floor area containing a repair garage exceeding 5,000 square feet.
3. Buildings with a repair garage servicing vehicles parked in the basement.
4. A Group S-1 occupancy where the gross floor area used for the repair of commercial trucks or buses exceeds 5,000 square feet (464 m<sup>2</sup>).

**903.2.9.2 Bulk Storage of Tires.** Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

**903.2.9 Group S-2 Enclosed Parking Garages.** An automatic sprinkler system shall be provided throughout buildings classified as an enclosed parking garage in accordance with the International Building Code or where located beneath other groups.

**Exception:** Enclosed parking garages located beneath Group R-3 occupancies.

**903.2.10.1 Commercial Parking Garages.** An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the gross floor area exceeds 5,000 square feet.

**903.2.11.3 Building height.** An automatic sprinkler system shall be installed throughout buildings 35 feet in height or three or more stories.

**Exceptions:**

1. Airport control towers
2. Open parking structures
3. Occupancies in Group F-2

**903.3.1.1.1 Exempt locations.** Subject to the approval of the Fire Chief, automatic sprinklers may be omitted in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907 that will respond to visible or invisible particles of combustion. Sprinklers

shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. In rooms or areas that are of non-combustible construction with wholly non-combustible contents.
5. Fire service access elevator machine rooms and machinery spaces.
6. Machine rooms and machinery spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the International Building Code.
7. In rooms or areas where other approved fire extinguishing systems are installed to protect special hazards or occupancies in lieu of automatic fire sprinklers.

**903.3.7 Fire department connections.** The location of fire department connections shall be approved by the fire chief. Where possible, fire department connections shall be located not less than 50 feet from the protected building and not more than 50 feet from a fire hydrant.

**903.4.4 Indicating valves.** All automatic sprinkler systems shall be provided with a listed and approved indicating valve. Such valve shall be provided on the exterior of the building in a location to be determined by the Fire Chief. When possible, such valve shall be located not less than 50 feet from the protected structure.

**903.5 Testing and maintenance.** Sprinkler systems shall be tested and maintained in accordance with Section 901. A copy of the annual inspection report shall be signed by the individual conducting the inspection, and a copy of the report shall be forwarded to the fire department.

**903.6 Existing buildings.** Approved automatic sprinkler systems shall be installed in existing buildings and structures as described below:

- A. Where the gross floor area exceeds 8,000 square feet and one or more of the following conditions exist:

- i. There is a change of occupancy classification within the building that would require an occupancy separation per Table 508.4 of the International Building Code.
- ii. Any changes to the building which in their aggregate would increase the gross floor area of the building by 15 percent or more based upon the square footage of the building at the time of the adoption of the ordinance codified in this section.
- iii. There is a change to the building, such as changes to the exiting system, that would increase the hazard to the occupants and/or fire suppression personnel.

**Exception:** The installation of an approved automatic sprinkler system is not required in existing buildings or structures where the gross floor area exceeds 8,000 square feet if a permit is requested for:

(a) Tenant improvements where there is no change in occupancy classification within the building that would require an occupancy separation per Table 508.4 of the International Building Code and the change to the building would not increase the hazard to the occupants and/or fire suppression personnel; or

(b) Routine maintenance which includes but is not limited to (1) utility upgrades (replacement of electrical panel, replacement of wiring, new water or sewer service); (2) aesthetic upgrades (replacement of windows or doors, replacement of facades); (3) routine repairs (roof replacement or repair, siding replacement); or (4) site upgrades (landscaping replacement, parking area repairs).

B. Where the gross floor area is 8,000 square feet or less and one or more of the following conditions exist:

- i. There is a change to the building that would increase the gross floor area of the building such that the gross floor area exceeds 9,200 square feet.

## Section 907

### FIRE ALARMS & DETECTION SYSTEMS

**907.1.3** In addition to those requirements found in Section 907.2 of the 2012 International Fire Code, the following shall apply.

**907.1.3.1 New Buildings and Structures.** An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area.

Where required, the automatic/manual fire alarm system shall consist of a minimum of the following:



- Addressable fire alarm.
- Interior audible/visual alarm devices for the notification of the building occupants throughout. WAC 51.50.1101 and IBC Chapter 11.
- Visible devices in restrooms.
- Exterior horn/strobe shall be located on the address side of the building.
- Manual pull stations at each exit.
- Smoke detection in corridors.
- Monitoring of the automatic fire sprinkler systems/fire alarm systems.
- Buildings containing multiple tenants shall have an addressable fire alarm system capable of monitoring and sending notification of all protection systems and the individual suite address within the building to an approved central station.
- Multiple story buildings shall have an addressable system capable of monitoring and sending notification of all protection systems within the building to an approved central station.

**907.1.3.2 Existing Buildings and Structures.** An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area, which are altered as defined by the 2012 International Building Code and International Fire Code.

(Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

#### **15.24.090 Appeals.**

Whenever the fire chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the fire chief to the board of appeals within 20 days from the date of the decision as provided by chapter 15.04\* SMC. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

\*Code reviser's note: Ordinance 2568 repeals chapter 15.04. The board of appeals provisions previously codified in the chapter have been replaced by the appeals process in the 2015 International Building Code adopted by Ordinance 2568.

#### **15.24.100 New materials, processes or occupancies which may require permits.**

The mayor, the fire chief and the chief of the bureau of fire prevention shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials,

processes or occupancies for which permits are required in addition to those now enumerated in the International Fire Code, 2012 Edition. The chief of the bureau of fire prevention shall post such list in a conspicuous place at the bureau of fire prevention and distribute copies thereof to interested persons. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.110 Application of chapter 15.06 SMC, Enforcement.**

Any person, firm or corporation violating any of the provisions of this chapter or the International Fire Code shall be subject to the penalty provisions of SMC 15.06.070 and 15.06.110. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.120 Plans – Professional approval.**

Only plans approved by the Washington State Survey and Rating Bureau or certified and stamped by a fire protection engineer shall be accepted. Four sets of approved automatic sprinkler system plans shall be submitted to the building official or fire chief. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.130 Plans – City approval.**

No building shall be occupied prior to installation and approval of required automatic sprinkler and fire alarm systems as set forth in this chapter. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

**15.24.140 Severability.**

If any section, subsection, paragraph, sentence, clause or phrase of this chapter or the International Fire Code, 2012 Edition, or its application to any person or circumstance, is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. 2452 § 1 (part), 2013: Ord. 2328 § 1 (part), 2010)

## Appendix C

### Water Use Projections Extended to 2068





1104 Maple Street, Sumner WA 98390

**PUBLIC WORKS DEPARTMENT**

Suite 260

253-299-5700 Fax: 253-299-5539

## *File Memorandum*

To: File

From: Jason Van Gilder, P.E., Associate Engineer, Sumner Public Works  
Ryan Windish, Director, Sumner Community Development

Date: May 23, 2018

Re: Water Use Projections Extended to 2068

This memorandum documents the City of Sumner's water supply requirement projections over a 50 year planning horizon.

The City presently has water rights for 2,882.25 Annual Acre Feet with a pending application to add production of 1,580 Acre Feet annually. (State of Washington Application for a Water Right Permit Number G2-30534)

The 2018 Water System Plan update currently being completed by BHC Inc. incorporated population projections through planning year 2038 based on Office of Financial Management (OFM) and Puget Sound Regional Council (PSRC) guidance. Growth rates extrapolated from the OFM and PSRC information were then used as a baseline estimate of growth trends estimated through planning year 2118.

A summary of relevant findings using that methodology is as follows:

Year	Residential Population	Employment Population	Annual Water Consumption
2018	11,044	16,563	1,938 ac-ft
2038	13,343	19,269	2,212 ac-ft
2068	16,946	23,057	2,699 ac-ft
2093	20,681	26,777	3,213 ac ft
2118	25,240	31,096	3,856 ac-ft

Net increase above the current population and annual water consumption is shown in the following table:

Year	Δ Residential Pop. from 2018	Δ Employment Pop. from 2018	Projected Δ in Annual Water Consumption
2018	0	0	0 ac-ft
2038	2,299	2,706	274 ac-ft
2068	5,902	6,494	761 ac-ft
2093	9,637	10,214	1,275 ac-ft
2118	14,196	14,533	1,918 ac-ft

The City has considered the following as reasonable assumptions for the purpose of identifying an upper range of water supply needs within the 50 year planning horizon:

- The 2068 projection from PSRC & OFM utilized in the 2018 Water Plan methodology and repeated in the table above represents a median growth estimate corresponding to maintaining current trends and policies.
- A conservative estimate of growth at a higher rate would be to assume that the City could approach the 2093 populations as early as 2068. This would represent 87% and 62% increases above present residential and employment population within the next 50 years.
- Although the higher growth rate exceeds current trends, it is not unreasonable given the current planning efforts to increase residential densities in the Town Center and East Neighborhood areas. Additional residential expansions could occur through the East Hill (CTI pit) and potentially the Corliss Resources gravel pit.
- Such an approach is not out of alignment with regional planning efforts seeking to accommodate increasing statewide growth rates by concentrating that growth in regional centers.

### **Conclusion**

The City should plan to establish rights to an annual domestic water source of supply of 3,225 ac-ft/year (2.88 MG Average Daily Demand) to accommodate the upper range of foreseeable growth through year 2068.